

CATHERINE MUELLENFORTH

See Rider Attached for Legal Description

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Cable Log by Recorder 32.0

*Strike out all but one of the clauses (a), (b) and (c)

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become in addition to the purchase price immediately due and payable to Seller, with interest at ten per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 950 N. Elmhurst Road #102, Mount Prospect, Illinois 60056 or to

Purchaser at 939 W. Huron, #408, Chicago, Illinois 60622, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

Catherine Muhlenforth (SEAL)
CATHERINE MUHLENFORTH (SEAL)
Kevin J. Rocio (SEAL)
KEVIN J. ROCIO (SEAL)

* With a copy to Di Silvestro & Associates
3800 N. Austin Avenue
Chicago, Illinois 60634

Received on within Agreement
to the following sums

[illegible]

**GEORGE E. COLE'S
LEGAL FORMS**

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LEGAL DESCRIPTION

PARCEL 1:

UNIT NO. 408 IN THE RIVER WEST 2 CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 29 TO 39 BOTH INCLUSIVE AND TAKEN AS ONE TRACT, (EXCEPTING THEREFROM THAT PART OF THE NORTH 180.34 FEET OF SAID TRACT LYING WEST OF THE EAST 75.0 FEET THEREOF) IN BLOCK 1 IN RIDGLEY'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND, THE WEST 22.50 FEET OF THE EAST 95.50 OF THE NORTH 180.34 FEET OF LOTS 29 THROUGH 36, BOTH INCLUSIVE AND TAKEN AS ONE TRACT, IN BLOCK 1 IN RIDGLEY'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID LAND, PROPERTY AND SPACE LYING BETWEEN A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF +22.30 FEET ABOVE THE CHICAGO CITY DATUM (WHICH ELEVATION IS THE LOWER SURFACE OF THE FLOOR SLAB OF THE OUTSIDE DECK CONTAINED WITHIN SAID SPACE) AND A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF +32.94 FEET ABOVE THE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 27, 1991 AS DOCUMENT NO. 91441393, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 34, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 91441393.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE LOCKER 408, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NO. 91441393.

PROPERTY ADDRESS: 939 W. Huron Street, Unit 408, Chicago, Illinois 60622

P.L.N.: 17-08-220-043-1034

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RIDER ATTACHED TO AND FORMING PART OF
ARTICLES OF AGREEMENT FOR DEED
FOR SALE OF 939 W. HURON, #408, CHICAGO, ILLINOIS

1. The principal sum of TWO HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED and NO/100 (\$284,900.00) DOLLARS remaining after the execution of this Agreement shall be payable as follows: The sum of TWO THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND 31/100ths (\$2,241.31) per month commencing AUGUST 1, 1998, and continuing on the 1st day of each month thereafter, until JULY 1, 2003 unless sooner paid in full. Said sum includes interest at the rate of 8 3/4% per annum and principal amortized over 30 years. There shall be full prepayment privilege without penalty. On July 1, 2003, the entire remaining balance of said indebtedness shall be due and immediately paid to Seller.
2. Purchaser agrees to protect, save and keep the Seller and his agents forever harmless and indemnified against any and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by neglect of Purchaser, as well as all loss, cost, damage or expense, arising out of any accident or other occurrence on or about the premises as well as all loss, cost, damage or expense arising out of any failure of Purchaser to comply with and perform all the requirements and provisions hereunder.
3. Purchaser agrees that prior to the commencement of any improvements in excess of \$2,500.00 in expenditure other than normal building maintenance, plans for same shall be approved by Seller in writing which approval shall not be unreasonably withheld or delayed. All necessary waivers of mechanics' or materialmen's liens shall be secured by Purchaser and delivered to Seller prior to the filing of any lien claim against the premises.
4. In the event the building and/or land shall be the subject of a complete sale by virtue of the right of eminent domain, at the option of Seller, the entire indebtedness remaining hereunder shall become due and payable to the Seller. In the event of a partial taking, at the option of Seller, the entire award for such partial taking shall be applied to reduce Purchaser's debt to Seller herein.
5. Purchaser agrees to maintain the property in a neat, attractive and clean condition, at all times that Purchaser is indebted to Seller herein.
6. At the time of delivery of Deed hereunder, Seller shall furnish completed Real Estate Transfer Declarations signed by Seller or his agent in the form required by the State of Illinois and County of Cook and Seller shall also pay transfer taxes required by such Declarations.

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7. During the term hereof, Seller agrees not to mortgage or otherwise encumber the subject real estate.
8. In addition to the agreed installments, Buyer shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes and condominium assessment which may become a lien on the premises, all as reasonably estimated to provide sufficient sums for the full payment of such charges. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes and assessments. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and second, at Buyer's option, as a cash refund to Buyer or a credit towards Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay the Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

9. Notwithstanding anything to the contrary contained in the Agreement to which this Rider is attached or in this Rider, it is mutually agreed that no default upon Purchaser's part shall give rise to any cause of action or right by Seller to act because of the same, unless and until:

- (a) Such default, if the same relates to the payment of any monies due hereunder has occurred and

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continued for a period of fifteen (15) days after written notice of such occurrence has been given by Seller to Purchaser; or

- (b) Such default, if the same relates to anything other than the payment of any monies due hereunder, has occurred and continued for a period of at least thirty (30) days after written notice of such occurrence has been given by Seller to Purchaser, provided that any such other default which takes longer than 30 days to cure, if Purchaser is diligently proceeding to cure such default, Purchaser shall have such additional time as is reasonably necessary to complete the curing thereof.

10. Concurrently with the execution of this Agreement, Seller shall deliver to Purchaser a Bill of Sale covering all personal property agreed upon by the Parties.

11. The terms of this Rider are in addition to the other terms and provisions that are contained in the Agreement attached hereto, and wherever the terms of this Rider conflict with the terms of said Agreement attached hereto, the terms of this rider shall control and be binding upon the parties hereto. Seller or Purchaser may record this Agreement and Rider at any time.

Executed at Chicago, this 31st day of July, 1998.

PURCHASER:

Catherine Muhlenforth
CATHERINE MUHLENFORTH

SELLER

Kevin J. Rocio
KEVIN J. ROCIO

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