

# UNOFFICIAL COPY

## ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

98377080

Articles of Agreement made this 23rd day of April, 1998 between COSMOPOLITAN BANK AND TRUST, not individually but solely as Trustee under Trust Agreement dated December 10th, 1987 and known as Trust No. 28383 (hereinafter called the Title Holder), and EDWARD JANUSZ and JACEK GOSCIELOSKI

DEPT-01 RECORDING \$29.50  
140009 TRAN 2345 05/07/98 13:26:00  
47115 JIW \*-98-377080  
COOK COUNTY RECORDER

RECORDERS USE ONLY

(hereinafter called Purchaser).

### WITNESSETH:

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That if the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Title Holder will, upon receipt of a proper written direction from those empowered to direct the Trustee under the aforementioned Trust Agreement, convey to Purchaser by Trustee's Deed, the real estate, commonly known as: 2652 West Iowa Street, Chicago, Illinois, 60622.

and legally described as:

LOT 27 AND THE EAST 3 FEET OF LOT 26 IN BLOCK 2 IN EASTONS SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 33 FEET AND THE SOUTH 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

P.I.N. # 16-01-421-021-0000

together with all buildings and improvements thereon, if any SUBJECT TO:

- a. Rights or claims of parties in possession not shown of record, questions of survey and existing leases, if any;
- b. Mechanic's Liens not filed or where no notification thereof appears of record;
- c. Special assessments or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a Court of Record;
- d. Building, building line and use or occupancy restrictions, conditions and covenants of record;
- e. Zoning and building laws or ordinances;
- f. Taxes for the year 1997 and subsequent years;
- g. Party wall rights and agreements, if any;
- h. Roads, highways and easements;
- i. All encumbrances, mortgages, liens, instruments and restrictions of record;
- j. Violation of or liability arising under the Statute of Illinois, relating to alcoholic liquors approved January 31, 1934, or any Act amendatory thereof;
- k. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;
- l. The balance of \$166,000.00 will be paid as follows:
  - m.

Purchaser covenants and agrees to pay to A. Mignano

or to the beneficiary or beneficiaries of the Title Holder or to such person as the Title Holder or its beneficiaries may from time to time designate in writing the sum of One Hundred Ninety Six Thousand & no/100ths - - - - Dollars (\$196,000.), in the following manner Thirty Thousand and no/100ths - - - - Dollars (\$30,000), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and \$1,388.50 on June 1st, 1998 and \$1,388.50 on the 1st day of each month thereafter. All such payments on account of the indebtedness to be applied to interest on the unpaid balance and the remainder to principal, plus 1/12 of the annual real estate taxes and fire and liability insurance.

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The final payment of principal and interest shall be due May 1st, 2009.  
THERE IS NO PREPAYMENT PENALTY. AMORTIZATION IS 20 YEARS. INTEREST RATE IS EIGHT PERCENT PER ANNUM

1. When the Title Holder has been notified in writing by its beneficiaries that the covenants and agreements herein contained have been performed by the purchaser, providing that all fees and costs due to Title Holder, as Trustee, have been paid in full, Title Holder shall upon receipt of a proper written direction issue its Trustee's Deed subject to the conditions herein set forth to be delivered by the beneficiaries of said trust to the grantee in said Trustee's Deed.

2. Satisfactory evidence of title has been submitted to and approved by the Purchaser and upon delivery of the Trustee's Deed hereunder the beneficiaries of the Title Holder agree to assign and deliver to the Purchaser, the Owner's Guarantee Policy issued by the Chicago Title and Trust Company in the name of the Title Holder and for the amount of the purchase price, or the Owner's Duplicate Certificate of Title issued by the Registrar of Titles of Cook County, Illinois, which the beneficiaries of the Title Holder now hold, and all insurance policies then in force covering said premises. It is understood by the Purchaser that Title Holder or the beneficiaries of the Title Holder shall not be required to furnish any further evidence of title upon delivery of the Trustee's Deed hereunder.

3. The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against or upon the property aforesaid which may or might be superior to the rights of the Title Holder.

4. Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full, and complete waiver and release of any and all lien or claim of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except if the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of the Title Holder.

5. The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder; nor shall the Purchaser lease said premises, or any part thereof, or consent to or approve any sublease or assignment of lease thereof, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder. Any Violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Title Holder, or the beneficiaries of said trust, may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

6. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Purchaser until said Trustee's Deed, as provided, shall be delivered to the Purchaser.

7. No extension, change, modification, or amendment of any kind or nature whatsoever, to or of this instrument, shall be made or claimed by Purchaser, and no notice of any extension, change, modification, or amendment, made or claimed by the Purchaser, shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

8. During the existence of this Agreement, Purchaser agrees to keep all buildings which may at any time be on said premises insured, at Purchaser's expense, in the name of the Title Holder, against all loss by fire, lightning, windstorm and hail (or such risks as are usually and ordinarily included in policies of fire insurance with extended coverage, including vandalism and malicious mischief) in companies acceptable to Title Holder, in a minimum amount equal to the total purchase price hereinbefore stated. Purchaser further agrees to procure, at his own expense, insurance protecting COSMOPOLITAN BANK AND TRUST, individually and as Trustee as aforesaid, the beneficiaries under said trust and agents thereof, against loss due to accidents to persons in and about the premises, in amounts not less than \$50,000.00 \_\_\_\_\_ for one person and \$100,000.00 \_\_\_\_\_ for any one accident. All said insurance policies shall be delivered to and held by the beneficiaries of the Title Holder, and evidence of payment of the premiums for said policies of insurance shall also be submitted to the beneficiaries of the Title Holder. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the Statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Title Holder a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Title Holder and in a company or companies acceptable to Title Holder insuring the Title Holder both in its individual and in its trust capacity, the beneficiaries under said trust and their agents against any such liability. Should any insurance required hereunder

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not be provided as aforesaid and at the time hereinabove specified, or should said insurance be canceled by the insurance company for any reason whatsoever, Title Holder or its beneficiaries may at their option either (a) place such insurance, if obtainable, and charge the cost of same to the Purchaser or (b) require the Purchaser, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Purchaser, the Title Holder or its beneficiaries may forthwith, invoke the provisions this Agreement relating to forfeiture hereof.

9. In case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereof, this contract shall, at the option of the beneficiaries of said trust, or the Title Holder, be forfeited and determined, and the Purchaser shall forfeit all payments made hereunder, and such payments shall be retained by the beneficiaries of said trust, in full satisfaction and as liquidated damages by the beneficiaries of said trust sustained, and in such event the beneficiaries of said trust shall have the right to re-enter and take possession of the premises described herein.

10. In the event of the termination of this Agreement by lapse of time forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid which may be put upon said premises by the Purchaser shall belong to and be the property of the beneficiaries of the aforesaid trust without liability or obligation on Title Holder's part to account to the Purchaser therefore or for any part thereof.

11. The Purchaser shall pay to the Title Holder and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Title Holder and by the beneficiaries of said trust in any action or proceeding to which the Title Holder or the beneficiaries of said trust may be made party by reason of being party to this Agreement, and the Purchaser will pay to the Title Holder and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Title Holder and by the beneficiaries of said trust in enforcing any of the covenants and provisions of this Agreement, and incurred in any action brought by the Title Holder or by the beneficiaries of said trust, against the Purchaser on account of the provisions, or any of them, in this Agreement contained, 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 the Title Holder or by the beneficiaries of said trust against the Purchaser on or under this Agreement.

12. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Title Holder or to the beneficiaries of said trust shall not be exclusive of any other remedy, but that the Title Holder, or the beneficiaries of said trust, shall, in case of default or breach, or for any other reason herein contained have every other remedy given by this Agreement and 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.

~~13. The Purchaser hereby irrevocably constitutes any Attorney of any Court of Record Attorney for Purchaser, 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 trial by jury, and confess judgment against Purchaser in favor of the Title Holder or the beneficiaries of said trust, or their assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for repossession may be issued immediately, said 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.~~

14. It is further expressly agreed by and between the parties hereto that it shall not be the responsibility of the Title Holder to confirm any payments made to the beneficiaries of said trust under or pursuant to these Articles of Agreement, nor shall the Title Holder at any time be held accountable to the Purchaser for the application of any monies paid to a beneficiary, beneficiaries, or their agent or agents under or pursuant to these Articles of Agreement.

15. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this Agreement otherwise specified, and agrees and admits that no representation as to condition or repair thereof and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this agreement has been made by Title Holder, by beneficiaries of Title Holder, or by the agent or agents of the beneficiaries, which is not specifically set forth in this Agreement.

16. In the event the premises hereinabove described are improved with a structure or structures, Purchaser covenants and agrees to keep the said premises and appurtenances thereto in good repair and in a clean, sightly, and healthy condition, all according to the statutes and ordinances in such cases made and provided, now, or thereafter enacted, and the directors of public officers thereunto duly authorized, all at his own expense. Purchaser shall make all necessary repairs and renewals upon said premises and

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replace broken glass, globes, fixtures of every kind with material of the same size and quality as that broken, and, when necessary, will repair the exterior of the window and door sashes, and porches, and make any and all necessary repairs to the roof and exterior walls and to the interior of the premises hereinabove described, all at his own expense. If, however, the said premises shall not be thus kept in good repair, and in good repair, and in a clean, sightly, and healthy condition by Purchaser, as aforesaid, beneficiaries of the Title Holder may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Purchasers, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay to beneficiaries of the Title Holder, as so much additional purchase price for the said premises, the expenses of the beneficiaries of the Title Holder in making the said repairs and in placing the said premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within ten days of such notice; and, upon default by Purchaser in complying with said notice, then, beneficiaries of Title Holder may, at their option declare this Agreement forfeited and determined as in this Agreement provided.

17. In the event that the Title Holder's beneficiaries shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments made from the existing balance due on this Contract for Trustee's Deed or deduct from the monthly payments due hereunder. Title Holder's beneficiaries shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchasers.

18. It is understood and agreed that when Purchasers shall have paid the purchase price down to the sum of \_\_\_\_\_ Dollars, Purchasers shall be entitled to receive a Trustee's Deed, as hereinabove provided, conveying the said real estate to them, subject to the objections hereinbefore specified, and to any mortgage or mortgages, trust deed or trust deeds and assignment of rent then of record, which mortgage or mortgages, trust deed or trust deeds Purchasers shall assume and agree to pay and Purchasers shall give to Title Holder, its beneficiaries or their assignees a purchase money mortgage or trust deed and note to be secured thereby in an amount equal to the difference between the unpaid amount of the purchase price and the unpaid amount or amounts of the principal indebtedness secured by the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed and interest thereon shall be payable in monthly installments, each of which shall be equal to the payments required herein, if no mortgage exists, or equal to the difference between the payments herein provided, and the sum or sums required to be paid monthly for principal and interest on the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed shall bear interest at the rate of 8% per annum on the principal sum remaining from time to time unpaid.

19. It is expressly agreed between the parties hereto and the beneficiaries of said trust that the Title Holder is hereby authorized to accept and endorse any and all assignments of beneficial interest as Title Holder without the consent of the Purchasers or notice to the Purchasers, provided that said assignments shall be made subject to this Contract. It being further agreed that the beneficiaries of said Title Holder shall have the right to direct the Title Holder to issue its Trustee's Deed and said Trustee may convey said property without the consent of the Purchasers or notice to the Purchaser, provided, however, that said Trustee's Deed shall be subject to this Contract.

20. The Purchaser shall comply with all federal, state and municipal laws, ordinances and regulations relating to the operation of the property and will not permit said property to be used for any indecent or immoral purpose. The Purchaser shall not permit waste to be committed or suffered on said premises.

21. If there be more than one person designated herein, and the verbs and pronouns associated therewith although expressed in singular shall be read and construed as plural. Wherever the masculine gender is used herein it shall also be read and construed as the feminine as the case may be.

22. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

23. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Title Holder at 801 N. Clark Street, Chicago 10, Illinois, or to the Purchaser at 8570 West Bruce, Niles, Illinois, 60714 shall be sufficient service thereof.

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24. This Agreement is executed by the undersigned, COSMOPOLITAN BANK AND TRUST not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of Title Holder including those as to title, are those of Title Holder's beneficiary only. Any and all personal liability of COSMOPOLITAN BANK AND TRUST is hereby expressly waived by the parties hereto and their respective successors and assigns.

X *Edward J. ...*  
X *Mark ...*  
\_\_\_\_\_  
PURCHASER

COSMOPOLITAN BANK AND TRUST  
as Trustee as aforesaid and not individually

BY *James A. Ward*  
VICE PRESIDENT - TRUST OFFICER

ATTEST: *John W. ...*  
~~TRUST OFFICER - BANK AND TRUST~~

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MAIL TO:  
COSMOPOLITAN BANK & TRUST  
801 N. CLARK ST.  
CHICAGO, IL 60610

RECORD OF COOK COUNTY Clerk's Office

