

AFFIDAVIT OF LATE DELIVERY
(CLERK'S ONLY)

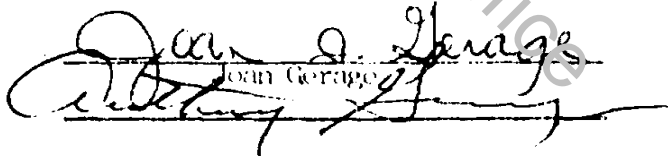
UNOFFICIAL COPY

0

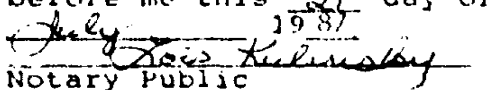
I the undersigned do hereby state and swear on oath as follows:

1. That I am the Grantee in an Installment Agreement For Warranty Deed dated 10-31-79 from June E. Hagen, for the purchase of ~~conveying title to~~ a certain parcel of real estate commonly known as 84 North Cumberland, Des Plaines, Illinois, and legally described as Lot 6 in Block 4, in Herzog's Third Addition to Des Plaines, being a Subdivision of part of Lots 4 and 5 of Seeger's Subdivision of part of the South 1/2 of Fractional Section 7, and part of the North 1/2 of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 11, 1953, as Document Number 1498708.

09-07-305-007 EEO N
2. That upon receiving said ~~deed~~ Installment Agreement For Warranty Deed I inadvertently ~~took~~ neglected to file the ~~deed at the Office of the Recorder of Deeds of Cook County, Illinois, rather than at the Office of the Registrar of Titles of Cook County, Illinois.~~ said Installment Agreement with the Registrar of Titles of Cook County, Illinois.
3. That I was unaware that the ~~title to the property was registered in Cook County, Illinois, and I was unaware that the deed should have been filed at the Office of the Registrar of Titles in Cook County, Illinois (Torrens Office).~~ aforsaid Installment Agreement For Warranty Deed
4. That at all times ~~except during the period during which said the aforementioned deed was in the possession of the Recorder of Deeds of Cook County, Illinois, said deed~~ was in my exclusive possession and control and in that of no other; That no change in my marital status has occurred since delivery to me.
5. That I make this Affidavit to induce The Registrar of Titles to waive any objections as to stale date of delivery.
6. Now, therefore, affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of this deed and the registering of same on the Torren's Certificate of Title # 1322554 and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.


Joan Gerage

married to Anthony Gerage
(MARITAL STATUS)

Subscribed and Sworn to
before me this 21 day of
July 1987

Notary Public

UNOFFICIAL COPY

0 5 1 0 0 3 2

Ch

WRITTEN CONSENT TO
ASSIGNMENT OF ARTICLES
OF AGREEMENT DATED
MAY 25, 1982

I, JUNE E. HAGEN, (hereinafter called "Seller") do hereby agree, consent and approve the Assignment dated May 25, 1982, a copy of which is attached hereto, made a part hereof and specifically incorporated herein by reference as "Exhibit B" by LAWRENCE J. CUNNINGHAM, Purchaser, of his interest in Articles of Agreement for Warranty Deed made and entered into by "Seller" and LAWRENCE J. CUNNINGHAM and JOAN I. CUNNINGHAM, his wife, Purchasers, on the 31st day of October, 1979, a copy of which is attached hereto, made a part hereof and specifically incorporated herein as "Exhibit A," to the following described real estate:

Lot 6, Block 4 in Herzog's Third Addition to Des Plaines, being a subdivision of part of Lots 4 and 5 of Seeger's Subdivision of part of the South Half of Fractional Section 7 and part of the North Half of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 11, 1953, as Document Number 1498708.

to JOAN I. CUNNINGHAM, Purchaser.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

29th day of May, 1982.

June E. Hagen
JUNE E. HAGEN

UNOFFICIAL COPY 3638632

INSTALLMENT AGREEMENT FOR WARRANTY DEED

AGREEMENT made this 31st day of October, 1979, between JUNE E. HAGEN, Seller, and LAWRENCE CUNNINGHAM and JOAN CUNNINGHAM, his wife, Purchasers:

WITNESSETH, that if Purchasers shall first make the payments and perform Purchasers' covenants hereunder, Seller hereby covenants and agrees to convey to Purchasers in fee simple by Seller's warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook, and State of Illinois, commonly described as 84 North Cumberland Parkway, Des Plaines, and legally described as:

Lot 6, Block 4 in Herzog's Third Addition to Des Plaines, being a subdivision of part of Lots 4 and 5 of Seeger's Subdivision of part of the South Half of Fractional Section 7 and part of the North Half of Fractional Section 18, Township 41 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 11, 1953, as Document Number 1498708.

Purchasers hereby covenant and agree to pay to Seller at such place as Seller may from time to time designate in writing, and until such designation, at the office of Seller, 1139 Terrace Lane, Glenview, Illinois 60025, the price of Fifty-Three Thousand Dollars (\$53,000.00) in the manner following, to-wit:

Purchasers shall pay to Seller the sum of Three Thousand Dollars (\$3,000.00) on or before, but not later than October 30, 1979, as earnest money. The principal balance, following payment and full credit of said down payment, is the sum of Fifty Thousand Dollars (\$50,000.00) at and as of the date hereof; it shall bear interest from the date of the first installment payment herein provided, at

UNOFFICIAL COPY

the rate of 8.5% per annum, to be calculated and paid monthly but only on the principal balance unpaid from time to time. Said principal balance, together with said interest, shall be paid in equal monthly installments of Three Hundred Fifty-Four and 46/100 Dollars (\$354.46) on the 30th day of October, 1979, and the same day of each ensuing month, with ten (10) days' grace, until the entire balance of principal and interest thereon is paid and all other obligations of Purchasers under this contract have been met; provided, nevertheless, that the final payment of principal and interest shall be made on or before November 30, 2009;

Each such payment shall be made to or for Seller at _____
1139 Terrace Lane, Glenview, Illinois 60025
until written notice to Purchaser is given, designating a different place for ensuing payments (Seller reserving the right to make such redesignations not more often than once each six months) and shall be credited, first to interest accrued and unpaid, then to any required tax and insurance installments (including any in arrears) pro rata, and the balance to reduce the principal amount upon which interest is charged.

Possession of the premises shall be delivered to Purchaser on closing, provided that Purchaser is not then in default under the agreement.

Rents, water, taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1979 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

The contingency of fire or other loss prior to closing shall be governed by the Uniform Vendor and Purchaser Risk Act.

UNOFFICIAL COPY

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:

(a) General taxes for the year 1979 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;

(b) Easements of record and party walls and party wall agreements, if any;

(c) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;

(d) Roads, highways, streets and alleys, if any.

2. Purchasers shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchasers fails to make any such repairs or suffers or commits waste, Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to the Seller, with interest at ten percent per annum until paid.

3. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

4. Every contract for repair and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchasers for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such

3636532

repairs and improvements shall be promptly delivered to and may be retained by Seller.

5. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchasers until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

6. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchasers, and no notice of any extension, change, modification or amendment, made or claimed by Purchasers, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

7. Seller shall keep all buildings at any time on the premises insured in Seller's and Purchasers' names at Purchasers' expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be obtained by Seller in an amount at least equal to the sum remaining unpaid hereunder.

(a) This contract shall be brought to the attention of every insurer of the property, or any part of it, against fire, windstorm or other physical hazard, and the interests of the parties shall be noted by rider on each such policy with the usual loss-payable provisions. No such policies shall be permitted by Seller to expire prior to closing.

(b) Purchasers agree to be designated as additional insured parties on Seller's current policies of insurance and to pay a monthly sum to the Seller representing one-twelfth (1/12) of the annual premium on said policies. All such policies shall name as insureds the Seller and the Purchasers. Seller shall do all things necessary to maintain such insurance and shall notify Purchasers promptly of any change in the amount of the annual premium. Purchasers' monthly payment shall reflect any such change.

3636632

(c) In case of partial or total loss, Purchasers shall not be relieved of liability hereunder, but shall be entitled to receive the entire proceeds of all insurance policies, subject to a duty to pay same (not exceeding the balance due hereunder at the time) to Seller and receive credit upon the balance due hereunder, in case of a substantially total loss, and subject to a duty (in case of a loss less than a substantially total loss) to use the insurance proceeds to repair the loss, and a further duty to continue making monthly payments hereunder. A loss shall be deemed a substantially total loss only if it renders the premises uninhabitable.

8. Purchasers shall pay to Seller monthly, in addition to principal, interest and insurance payments, a sum representing one-twelfth (1/12) of the annual real estate taxes on the subject property. Seller shall continue to pay all real estate tax bills when due and advise Purchasers of any increase or decrease in the amount of said taxes. Upon notice of any increase or decrease, Purchasers shall adjust their monthly payment for real estate taxes to reflect said increase or decrease.

9. 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 an addition to the purchase price immediately due and payable to Seller, with interest at ten percent per annum until paid.

10. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements which are fixtures whether finished or unfinished, which may be put upon the premises by Purchasers 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.

UNOFFICIAL COPY

11. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1139 Terrace Lane, Glenview, Illinois 60025 or to Purchasers at 84 North Cumberland Parkway, Des Plaines, Illinois, 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.

12. 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.

13. Purchasers may prepay the whole or any part of their obligation hereunder without notice, at any time or times after October 31, 1977. All prepayments shall be taken into account pro tanto in exoneration of subsequent payment omissions that would otherwise constitute defaults.

14. The effective date hereof shall be the date on which a fully executed copy of this contract is delivered to Seller's attorney, JOHN P. BIESTEK & ASSOCIATES, LTD.

15. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors and permitted assigns.

16. Subject to any limiting or prohibitory provisions of law or applicable ordinances, if any:

(a) If Purchasers shall fail to pay any installment of principal or interest or other installment payment herein (required ten days' grace being allowed), suffer any annual taxes or assessment installment to go to public sale, permit a valid mechanic's lien to be filed against the premises, or

UNOFFICIAL COPY

violate or fail to perform any other agreement made by him herein, Seller may elect to declare the entire balance due hereunder immediately due and collectible, repossess the premises or any part thereof (in a lawful manner only), and receive all rents, issues and profits thereof and proceed to enforce this contract by any available statutory or civil action of his choice. His reasonable expenses, including attorney's fees, documentary and title expenses and court costs, shall be recoverable therein as additional debt or damages, in addition to actual damages proved, if any. The court may appoint a receiver of the premises with the usual powers of receivers in foreclosure cases, including the power to collect a reasonable rent for the premises.

(b) If a default results from failure to pay taxes, assessments, installments, or a valid mechanic's lien, or to insure, Seller may elect to make the proper payment, in which case his reasonable outlays for that purpose shall be added to the principal sum then due, and bear interest at the rate of ten percent per annum.

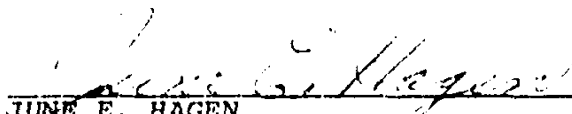
(c) In case of any default, Seller may elect to cancel this contract and repossess the premises (in a lawful manner only), in which event he may retain all payments made to that date as his liquidated damages for the use of the premises, loss of time and effort and opportunity of other sale, damage, depreciation and wear and tear, and legal and other expenses, and in full satisfaction of said losses.

(d) Any waiver of a default, or any election of remedy following a default, does not limit Seller's freedom of action or election as to later defaults.

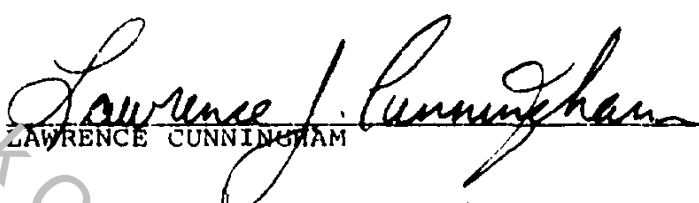
17. Seller agrees that thirty (30) days of arrears will have to occur before any litigation to repossess subject property would commence, and the loan must be current prior to every thirty day period.

UNOFFICIAL COPY

18. It is also mutually agreed that the Seller reserves the right to select the insurance company of his choice, providing said policy coverage is determined by total replacement cost as set forth by the percentage contained in the Consumer Price Index for the Chicagoland area, published from time to time by the appropriate agency of the United States Government.


JUNE E. HAGEN

"Seller"


LAWRENCE CUNNINGHAM

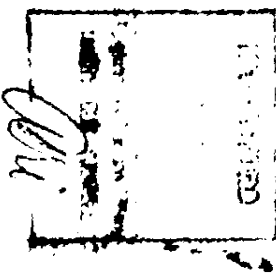

JOAN CUNNINGHAM

"Purchasers"

This document prepared by
JOHN P. BIESTEK & ASSOCIATES, LTD.
115 North Arlington Heights Road
Arlington Heights, Illinois 60004
(312) 255-6667

UNOFFICIAL COPY

Property of Cook County Clerk's Office



3636632

3636632

3636632

Handwritten signature/initials

JURIE WOOD & COLLINS, P.C.
700 N. LAKE STREET, SUITE 600
DEERFIELD, IL 60015