

# UNOFFICIAL COPY

623-B3-92046-610-0000  
13640 ELM ST  
ORLAND PARK, ILL  
60462

## ARTICLES OF AGREEMENT FOR WARRANTY DEED

1) Buyers, Chuck Pupkiewicz & Sharon Pupkiewicz, as joint tenants and not as tenants in common, agree to purchase, and sellers, Harry C. Pupkiewicz & Joan Pupkiewicz, as joint tenants and not as tenants in common, agree to sell to Buyer at the purchase price of \$62,000.00 (SIXTY TWO THOUSAND DOLLARS), the property commonly known as 13640 Elm Street, Orland Park, Illinois 60462, and legally described as follows:

LOT FIVE (5) IN BLOCK THREE (3) IN ORLAND HILLS BEING A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1213375.

Together with all improvements thereon.

2) If the Buyers shall make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyers at the time and in the manner hereinafter set forth, sellers shall convey or cause to be conveyed to Buyers, by a recordable, stamped general warranty deed, good title to the premises, subject only to the following permitted exceptions:

- a) General taxes for years not assessed or payable;
- b) Special taxes or assessments, if any, for improvements not yet completed;
- c) Installments, if any, not due at the date hereof of any special tax or assessments for improvements hereafter completed;
- d) Building lines and building and liquor restrictions of record;
- e) Zoning and building laws and ordinances;
- f) Private, public and utility easements of record;
- g) Public roads and highways;
- h) Covenants and restrictions of record as to use in occupancy;
- i) Party wall rights and agreements if any.

3) The aforesaid purchase price of \$62,000.00 (SIXTY TWO THOUSAND DOLLARS) shall be paid in the following manner:

- a) Initial down payment as earnest money in the amount of \$6,000.00 due and payable on December 31, 1987.
- b) Three (3) payments of \$300.00 per month payable on the first day of each successive month beginning on October 1, 1987 and ending on December 25, 1987.
- c) 137.75 payments of \$400.00 per month payable on the first day of each successive month beginning on January 1, 1988 and ending on June 1, 1999.

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- d) All payments hereunder shall be received by Sellers as joint tenants with the right of survivorship and not as tenants in common.
- 4) Closing of this real estate purchase and sale agreement shall occur if and when all covenants and conditions herein to be performed by Buyers and sellers have been so performed. Closing shall occur at a time and place agreed upon by the parties, but in no event shall closing be delayed more than 90 days beyond the date of final payment hereunder.
- 5) Sellers, at their expense, shall furnish not less than five days prior to closing:  
A title commitment for an Owner's Title Insurance Policy issued by an Illinois Licensed Title Company in the amount of the purchase price subject to those exceptions listed in paragraph 2 or a Torrens Certificate of Title. Title to be given to Buyer after final payment.
- 6) Buyers shall have the immediate right to possession of the aforesaid premises.
- 7) Buyers shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Buyer.
- 8) Buyers shall keep all buildings on the premises insured in Sellers' name at Buyers' expense against loss by fire, lightning, windstorm, and extended coverage risks in an amount equal to the unpaid balance of this contract.
- 9) In case of the failure of the Buyers to make any of the payments, or any part thereof, or to perform any of Buyers' covenants hereunder, the Seller may, upon providing Buyers with 30 days written notice, declare that Buyers are in breach hereof and seek any remedy provided by law.
- 10) Sellers warrant to Buyers 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 Sellers, their principal or agents within 10 years of the date of execution of this contract.
- 11) This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Sellers and Buyers.
- 12) Sale of the aforesaid premises shall be at the exclusive option of the Buyers. Sellers shall have no right of refusal of said sale unless said sales price shall fail to result in full compensation to the Sellers of the unpaid balance of the purchase price herein.
- 13) If the premises heretofore described are sold for any reason before closing hereunder, sellers shall be entitled only to the unpaid balance of the sales price. Buyers shall be entitled to all other proceeds of said sale.
- 14) Buyers shall have an unlimited prepayment privilege without penalty.

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DATE 12-28-87

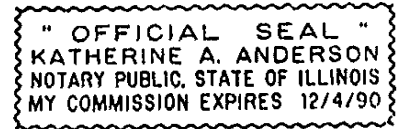
Chuck Pupkiewicz  
BUYER

Sharon Pupkiewicz  
BUYER

Subscribed and Sworn to before me this 28<sup>th</sup> day of  
December 1987.

Katherine A. Anderson  
Notary Public

My Commission Expires Dec 4 1990



DATE 12-31-87

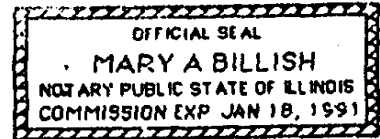
Harry Pupkiewicz  
SELLER

Joan Pupkiewicz  
SELLER

Subscribed and Sworn to before me this 31<sup>st</sup> day of  
December 1987.

Mary A. Billish  
Notary Public

My Commission Expires Jan. 18, 1991



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These signatures are for the sale of the property located at  
13640 Elm Street, Orland Park, IL 60462.  
Signature page is page three (3) of Articles of Agreement for  
Warranty Deed between Chuck and Sharon Pupkiewicz, Buyers, and  
Harry and Joan Pupkiewicz, Sellers.

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HARRY (JOS) JONELL  
REGISTRAR OF TITLES



~~NAME~~  
ROBERT M. BURKE  
ATTORNEY AT LAW  
877 W LILL ST  
CHICAGO, ILL  
60614

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