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Property of Cook County Clerk's Office

By: Morton Stotski  
Morton Stotski  
Its: Vice President

WABASH POWER EQUIPMENT COMPANY

Dated: April 27, 1990

The undersigned, Morton Stotski, being the Vice President of Wabash Power Equipment Company, an Illinois corporation (the "company") hereby certify on behalf of the company that attached hereto is a true and correct copy of the Unanimous Consent of Directors dated April 27, 1990.

CERTIFICATION BY THE VICE PRESIDENT OF  
WABASH POWER EQUIPMENT COMPANY

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## UNANIMOUS CONSENT OF DIRECTORS

OF

## WABASH POWER EQUIPMENT COMPANY

The undersigned, being all of the directors of WABASH POWER EQUIPMENT COMPANY, an Illinois corporation (the "Company"), do hereby unanimously consent and agree to the adoption of the following resolutions, pursuant to Section 8.45 of the Business Corporation Act of 1983 of the State of Illinois, in lieu of holding a special meeting of the directors of the Corporation.

WHEREAS, the Company entered into that certain Real Estate Sale Contract by and between the Company, as Buyer and LaSalle National Bank not personally but as Trustee under Trust Agreement dated February 20, 1979 and known as Trust Number 100661 (the "Seller") dated March 20, 1990 (the "Contract") to purchase the vacant land located at the northeast corner of Carpenter Avenue in Wheeling, Illinois (the "Property") for the purchase price of \$210,000; and

WHEREAS, the directors of the Company believe it to be advantageous to and in the best interest of the Company to consummate the transaction contemplated by the Contract.

NOW THEREFORE, BE IT RESOLVED, that the purchase by the Company of the Property from Seller, be, and the same hereby is, in all respects approved; and further

RESOLVED, that the officers of the Company, be, and they hereby are, authorized and directed, for and on behalf of the Company if requested under its corporate seal, to

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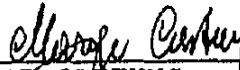
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execute and deliver any documents in connection with the purchase; and further

RESOLVED, that all actions heretofore taken by the directors of the Company to carry out and effectuate the intent of the foregoing resolutions be, and they hereby are ratified, confirmed and adopted.

Dated. April 27, 1990

  
SEVERIN CAITUNG

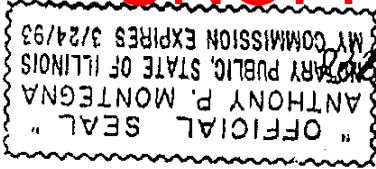
  
MARGE CAITUNG

  
RICHARD CAITUNG

Being all of the directors of the Company.

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*Refer me to...*  
*Subscribed & sworn to*

ATTEST:

Wholesale Oil Company  
an Illinois corporation  
By: *[Signature]*  
Its President

Richard A. Wolfe  
180 North Lasalle Street  
Suite 1625  
Chicago, Illinois 60601

This instrument was prepared by:

FURTHER RESOLVED, that the Corporation shall enter into Articles of Agreement for Warranty Deed with the Purchaser in accordance with the terms of the Articles of Agreement which were attached to and made a part of the real estate contract.

P.I.N.: 16=01-317-015-0000

Lot One and Lot Two in Block Sixteen (16), in Hutchinson and Colt's Subdivision of Block Two (2), Six (6), Twelve (12), and Sixteen (16) in Carters Subdivision of Blocks One (1), Two (2), Three (3) Four (4) and Seven (7) in Clifford's Addition to Chicago in the East Half (1/2) of the South West Quarter (1/4) of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian.

BE IT RESOLVED, that the President of the Corporation, ALVIN SWIGLITZ, be and he is hereby authorized to take all steps and execute and deliver all agreements, instruments, or other documents deemed necessary by him to consummate the Corporation's sale of the property pursuant to the terms of the contract.

BE IT RESOLVED, that it is in the best interests of the Corporation to sell to SOL DIANA RALAT the real estate and improvements located at 958 North California in Chicago, Illinois, for the sum of \$130,000.00 in accordance with the terms and provisions contained in a real estate contract dated January 18, 1990.

CORPORATE RESOLUTION  
WHOLESALE OIL COMPANY  
JANUARY 25, 1990

*[Signature]*

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All interest due hereunder shall accrue from the date of initial closing hereof. All payments made hereunder shall be first applied to accrued real estate taxes, as hereinafter provided,

In the event purchaser is unable to pay the principal amount due on April 1, 1995, then seller, at its option, may extend the due date of principal in which event seller shall be entitled to interest at the rate of fifteen (15%) percent from the original due date to any extended date of payment.

Eighty Thousand (\$80,000.00) Dollars payable as follows: For sixty (60) consecutive months, commencing on May 1, 1990, purchaser shall pay the sum of \$1,047.39, principal and interest, per month which sum represents the balance of \$80,000.00 payable at the rate of 1% per annum and amortized over eleven (11) years. The balance of principal shall be due on April 1, 1995 or sooner. Purchaser shall have the right to prepay all or part of the balance.

- A. Thirteen Thousand (\$13,000.00) Dollars initial earnest money upon execution of real estate contract.
- B. Thirty-seven Thousand (\$37,000.00) Dollars, plus or minus prorations, at the initial closing.
- C. Eighty Thousand (\$80,000.00) Dollars payable as follows: For sixty (60) consecutive months, commencing on May 1, 1990, purchaser shall pay the sum of \$1,047.39, principal and interest, per month which sum represents the balance of \$80,000.00 payable at the rate of 1% per annum and amortized over eleven (11) years. The balance of principal shall be due on April 1, 1995 or sooner. Purchaser shall have the right to prepay all or part of the balance.

2. Purchaser covenants and agrees to pay to the seller at an address to be designated in writing, the sum of One Hundred Thirty Thousand (\$130,000.00) Dollars in the following manner, to-wit:

commonly known as 958 North California, Chicago, Illinois.

P.I.N.: 16-01-317-015-0000

Lots One and Two in Block Sixteen (16), in Hutchinson and Colli's subdivision of Block Two (2), Six (6), Twelve (12), and sixteen (16) in Carters subdivision of Blocks One (1), Two (2), Three (3) Four (4) and Seven (7), in Clifford's Addition to Chicago in the East Half (1/2) of the South West Quarter (1/4) of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian.

1. 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, seller will cause good title to be conveyed to purchaser by stamped Warranty Deed, subject as hereinafter set forth, to the following described real estate, to-wit:

ARTICLES OF AGREEMENT made this 27th day of April, 1990, between WHOLESAL OIL COMPANY, an Illinois corporation (hereinafter called "seller") and SOL DIANA RALAT (hereinafter called "purchaser"); *Divided Not Still Enforced.*

W I T N E S S E T H :

WARRANTY DEED

FOR

ARTICLES OF AGREEMENT

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*Resolution attached 72-51-173 D3*



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10/1/2011

01/1/2011

A. Fire and extended coverage in limits equal to an amount not less than the amount due Seller under this Agreement.

8. Purchasers covenant and agree that they will, at all times during the term of this Agreement at their own expense, maintain and keep in force policies of insurance as follows:

7. Purchaser shall not transfer, pledge, or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written consent of Seller by and through its duly authorized agent. Purchaser shall have the right to lease the premises for a term or terms which shall not extend beyond one year or the date when the balloon payment of principal is due as stated in paragraph 2.C. above whichever shall first occur. Seller shall have the right to review and approve the terms of any lease entered into by Purchaser. Any such lease entered into by Purchaser shall be promptly delivered to Seller and shall expressly provide that it is subject to the rights of the Seller hereunder and the covenants and obligations of Purchaser to be performed under this Agreement. The execution of full and complete performance of the terms and conditions hereof. As further security for Purchaser's full and complete performance of the obligations, covenants and agreements enumerated herein, and in consideration of Seller's grant to Purchaser of the right to lease the premises, Purchaser hereby assigns to Seller all rents to become due to Purchaser under such lease and all future leases. This assignment, however, shall be operative only in the event of the occurrence of a default by Purchaser as defined hereunder, and in such event, Seller shall have the power to act as agent, or appoint a third person to act as agent, with power to take possession of, and collect all rents arising from, the premises and apply such rents, at Seller's option, to the payment of the balance due hereunder, and to turn any remaining balance over to Purchaser.

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

5. The Seller shall pay for the present continuation of title, and the Purchaser shall pay all expenses for the continuation of the title to the date of the issuance of the Deed. Purchaser may purchase contract purchaser's title insurance at his own expense after initial closing.

4. All prorations pursuant to this transaction shall be computed as of date of initial closing.

3. In addition to the aforesaid payments of principal and interest, Purchaser shall deposit with Seller one-twelfth (1/12) of the estimated real estate taxes when due, said deposit to be made concurrently with the installment payments of interest. Said deposit shall be held by Seller in escrow for payment of real estate taxes and the Seller shall pay real estate taxes, when due from this escrow fund. If at any time the bills are issued for general real estate taxes levied against the premises for any one year, the amount deposited with Seller shall be less than the amount of real estate taxes for such year, then Purchaser agrees to deposit with Seller the difference between the amount deposited and the amount of the tax bill for such year within ten (10) days after receipt of written demand from Seller.

All payments due hereunder shall be sent to the address of Seller as Seller may direct.

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13. 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 and by law or equity including, but not limited to, the right to accelerate the principal sum remaining unpaid hereunder, and shall have the right to maintain and prosecute any such remedy in lieu of the right of forfeiture, or any other right herein given.

12. Purchaser shall pay to Seller all costs and expenses, including attorneys' fees, incurred by Seller in any action or proceeding to which Seller may be made party by reason of being party to this Agreement, and purchaser will pay to Seller all costs and expenses, including attorneys' 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, or any of them, in this Agreement contained, and all such costs, expenses, and attorneys' fees, may be included in and form a part of any judgment entered in any proceeding brought by Seller against purchaser or under this Agreement.

11. 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 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.

10. In the case of failure of 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, which failure shall continue for twenty (20) days after receipt by purchaser of written notice to cure, this contract shall, at the option of Seller be forfeited and determined, and purchaser shall forfeit all payments made hereunder 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 described herein.

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

Insurance shall be in companies acceptable to Seller and purchaser shall furnish Seller with certificates naming Seller as additional party insured, which certificates shall provide for the effective date of such cancellation.

D. Worker's Compensation Insurance for its employees under the Worker's Compensation Laws of the State of Illinois.

C. Plate Glass Insurance to guarantee the replacement at its expense of any plate or other glass damaged or broken from any cause whatsoever in and about the Premises.

B. General liability and Owner, Landlords and Tenants accident liability insurance policies in the sum of not less than \$500,000.00 of total liability for bodily injury to any one person and not less than \$1,000,000.00 of total liability for damaged property and bodily injury.

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- 14. Having taken possession of the Premises prior to the date hereof and being a Tenant thereon, Purchaser acknowledges receipt of the Property in satisfactory condition, and Purchaser 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 Seller which has not been specifically set forth in this Agreement.
- 15. Purchaser covenants and agrees to keep the Premises and appurtenances thereto in good repair and in a clean, slightly and healthy condition, and shall neither suffer nor commit waste, all at his own expense. If, however, the said Premises shall not be kept in good repair, then the Seller shall notify Purchaser to make such repairs and to place said Premises in a clean, slightly and healthy condition as soon thereafter as is practical, but in no event later than thirty (30) days after such notice by Seller. Upon default by Purchaser in complying with said notice and after seven (7) days' advance written notice to Purchaser, Seller may either (a) enter the Premises, himself, or by his 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 Purchaser, and make the necessary repairs and do all the work required to place said Premises in good repair and in a clean, slightly and healthy condition, and Purchaser agrees to pay Seller as so much additional purchase price for the said Premises, the expenses of the Seller in making the said repairs and in placing the said Premises in a clean, slightly and healthy condition; or (b) at Seller's option, declare this Agreement forfeited and determined as in this Agreement provided.
- 16. The purchase price herein set forth includes certain items of personal property consisting of fixtures and equipment used in the operation of the Premises, as are more fully identified and described in the attached Schedule "A" which is made a part hereof, all of which items of personal property shall be conveyed by Seller to Purchaser by Bill of Sale at the final closing. Purchaser shall maintain, repair and otherwise replace said items of personal property as needed during the term of this Agreement. Until the final closing, all items of personal property shall remain the property of Seller.
- 17. The time of payment shall be of the essence of this Agreement, and any installment due hereunder which is not received by the beneficiaries of Seller within ten (10) days of its due date shall bear interest at the rate of eighteen (18) percent per annum until paid.
- 18. Seller further agrees to deliver or cause to be delivered to Purchaser or Purchaser's agent at least five (5) days prior to the initial closing, at Seller's expense, a commitment for title insurance in the amount of the purchase price issued by Chicago Title Insurance Company showing merchantable title in the Seller, subject only to:
  - A. The conditions and stipulations and standard or general exceptions contained in the policy.
  - B. General real estate taxes for the year 1989, and all subsequent years and all taxes, special assessments, and special taxes levied after the date hereof.
  - C. Covenants, conditions and restrictions of record.
  - D. Rights of all persons claiming by, through or under Purchaser.

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22. If there be more than one person designated herein, the

to Seller, without additional payment by Seller to Purchaser. herein shall thereby pass under this Agreement as a Bill of Sale remaining on or about the Premises and Purchaser's interest to those contained in this Agreement. Purchaser shall be act as Purchaser's agent to perform necessary decorating and repairs and to resell the Premises outright or on terms similar such event, Seller may, but need not, enter upon the Premises and Purchaser and shall constitute an event of default hereunder. In vacated the Premises with no intent again to take possession thereof, shall be deemed to be an abandonment of the Premises by any installment being unpaid and reason to believe Purchaser has 21. Thirty (30) days' physical absence by Purchaser with

promptly delivered to and may be retained by Seller. specifications for such repairs and improvements shall be signed copy of every such contract and of the plans and release of lien upon the part of the party contracting, and a premises, unless it shall contain such expressed waiver or be made by Purchaser for repairs or improvements upon the the Premises and no contract or agreement, oral or written, shall release of any and all liens or claims or rights of lien against 20. Any contract for repairs and improvements on the

payment of the purchase price in full. performed by Purchaser have been so performed, including the occur it and when all covenants and conditions herein to be conveyed to Purchaser the warranty deed to the Premises, shall "final closing", at which time Seller shall convey or cause to be time possession of the Premises shall be delivered to Purchaser. December 1, 1989, at the office of Wolfe and Polovin, at which 19. The "initial closing" shall occur on or before

refunded. parties, and all monies paid by Purchaser hereunder shall be shall become null and void, without further action of the Purchaser does not so elect, the contract between the parties or encumbrances of a definite or ascertainable amount. If the then is, with the right to deduct from the purchase price liens expiration of the thirty (30) day period, to take the title as it elect, upon notice to the Seller within ten (10) days after the Purchaser may terminate the contract between the parties, or may above as to such exceptions, within the specified time, the alternative to obtain a commitment for title insurance specified the Seller fails to have unpermitted exceptions waived, or in the period to allow Seller time to have said exceptions waived. If shall be delayed, if necessary, during said thirty (30) day that may be caused by such exceptions and the initial closing have the title insurer commit to insure against loss or damage of delivery thereof to have the said exceptions waived, or to exceptions, the Seller shall have thirty (30) days from the date If the title commitment discloses unpermitted

which may be removed by the payment of money at the time of final closing and which Seller shall so remove at that time.

- I. Title exceptions which are insured over and those
- H. Party wall rights and agreements, if any.
- G. Roads, highways, streets and alleys, if any.
- F. Building, building line and use or occupancy restrictions and zoning laws and ordinances.
- E. Public and utility easements.

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*Subscribed & sworn to before me*  
*27th day of April, 1972*  
*Notary Public*

OFFICIAL SEAL  
ANTHONY P. MONTANA  
NOTARY PUBLIC STATE OF ILLINOIS  
EXPIRES 3/24/73

SELLER:  
Wholesale Oil Company  
4340 West Division Street  
Chicago, Illinois 60651  
BY: *[Signature]*  
President

PURCHASER:  
*[Signature]*  
Sol Diana Rajat

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

3877067

- A. Bill of Sale
- B. ALTA Statements
- C. Deed
- D. Affidavit of Title
- E. Necessary Real Estate Transfer Declarations

27. At closing seller shall execute the following documents to be held in escrow by seller's attorney to be delivered to purchaser upon payment in full under these Articles:

Wholesale Oil Company  
4340 West Division Street  
Chicago, Illinois 60651  
Attention: Alvin Stiglitz  
Sol Diana Rajat  
958 North California  
Chicago, Illinois 60622

Notice to Seller: \_\_\_\_\_  
Notice to Purchaser: \_\_\_\_\_

26. All notices and demands herein required shall be in writing. The mailing of a notice, demand or declaration of forfeiture to purchaser by registered or certified mail to the address designated below shall be deemed notice to all purchasers and each of them. Each party may designate in writing a new mailing address to which all notices shall be sent.

25. 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.

24. Purchaser shall obtain all licenses or permits which may be required, and shall comply with all municipal ordinances and state laws or regulations, governmental authority or otherwise, pertaining to the operation of purchaser's business and shall pay all fees in connection therewith, as well as all taxes and/or duties now or hereafter imposed, levied, or assessed against the Premises.

23. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the purchaser, and in such case, any such substances shall be delivered and stored in amounts, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

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 feminine as the case may be.

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DUPLICATES  
Ants & Ague

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CAROL MOSELEY BAKER  
REGISTRAR OF TITLES

1990 APR 30 PM 3:31

IDENTIFIED  
No.  
3877067  
CITY OF CHICAGO  
CARTER HOTEL 9540N  
3711 G24293K

CHICAGO TITLE INS  
72-51-173

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