

3. PAYMENT: Purchaser hereby covenants and agrees to pay Sellers at Address of Sellers, 7402 North Tripp, Chicago, Illinois the purchase price of Two Hundred Thirty Thousand and XX/100 Dollars (\$230,000.00) or to such other person or at such

B. The performance of all the covenants and conditions herein to be performed by Purchasers shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.

- (1) General real estate taxes not yet due and payable;
- (2) Special assessments confirmed after this contract date;
- (3) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- (4) Roads and Highways;
- (5) Easements for public utilities;
- (6) Party wall rights and agreements; and
- (7) Existing leases as described in the Rider attached hereto as Exhibit "A".

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any:

2. THE DEED:

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of final closing.

- (1) dryer.
- (6) refrigerators and six (6) ranges, one (1) washer and one
- fixtures; stairhall carpeting; boiler room tools; (if existing);
- heating, central cooling, ventilating, lighting and plumbing;
- Screens; storm windows and doors; shades; radiator covers;
- (hereinafter referred to as "the premises") together with all
- improvements and fixtures, if any, including, but not limited to:

LOT 14 (EXCEPT THE NORTH 10 FEET THEREOF) ALL OF LOT 15 IN BLOCK 2, IN W. F. KAISER AND COMPANY'S THIRD ALBANY PARK SUBDIVISION, BEING A SUBDIVISION OF BLOCK 13 AND THAT PART OF BLOCK 4 LYING SOUTH OF THE CENTER LINE OF THE NORTH BRANCH OF CHICAGO RIVER IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1. PURCHASER/BUYER, Remedios Sales of 9532 South Kildare, Oak Lawn, Cook County, State of Illinois and Angelina Francisco, MARRIED TO PASCUAL B. SALES of 2744 West Winamac Chicago, Cook County, State of Illinois and Tom Miller of 1402 North Tripp, Skokie, Cook County, State of Illinois agree to purchase and SELLERS, Sung Kwan Kim and Gai Ja THIRTY THOUSAND AND XX/100 DOLLARS (\$230,000.00) the PROPERTY commonly known as 5016 North Troy, Chicago, Illinois and legally described as follows:

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

INSTALLMENT CONTRACT FOR DEED

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B. In the event Sellers shall fail to make any payment of the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach of default in the terms of any indebtedness or prior mortgage, Buyers shall have the right, but not the obligation to make such payments or cure such defaults and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyers to protect Buyers' interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

A. Sellers warrant that there is currently an existing first mortgage on the premises with an unpaid principal balance of approximately \$140,000.00 on the date of closing. Sellers further warrant that they will not encumber the above described premises and Buyers acknowledge the existence of the above first mortgage.

6. PRIOR MORTGAGES.

5. POSSESSION: Possession shall be granted to Buyer on November 28, 1990 provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provides that Buyer on such initial closing date is otherwise not in default hereunder.

4. CLOSINGS: The "final closing" shall occur on November 28, 1990 at Greater Illinois Title Company. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been performed.

E. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 28th day of November, 1991.

D. On November 28, 1991, the sum of \$35,000.00 which payment shall be a reduction in the principal outstanding hereunder. Upon making said \$35,000.00 payment on November 28, 1991, and the regular monthly installment payment of \$1,841.17 due on November 28, 1991, the balance of the purchase price remaining, namely, \$158,301.00 shall thereafter be paid in equal monthly installments of \$1,494.68 each (principal and interest) including interest of ten and one half percent per annum as amortized over twenty-five (25) years commencing on the 28th day of December, 1991 and on the 28th day of each month thereafter until the purchase price is paid in full.

C. The balance of the purchase price, to wit: \$195,000.00 (principal and interest) including interest of ten and one-half percent per annum as amortized over 25 years commencing on the 28th day of December, 1990 and on the 28th day of each month thereafter until November 28, 1991.

B. At the time of the initial closing, the sum of \$12,000.00 plus or minus customary prorations in cash.

A. Purchasers have paid \$23,000.00 as earnest money to be applied on the purchase price. The earnest money shall be held by Century-21/S.G.R. for the mutual benefit of the parties concerned;

place as Sellers may from time to time designate in writing. The purchase price shall be paid as follows:

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E. Buyers taking possession of the premises shall be conclusive evidence that Buyers in all respects accept and are satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to them on or before the initial closing. Sellers shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Sellers shall remove any exception or defect from the title under paragraph 8(a) resulting from acts done or suffered by or for the Seller (as against the Seller) between the initial closing and the final closing.

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and all earnest money shall be forfeited by the Buyer.
D. If a Special Tax, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyers which may become liens, the Sellers may declare this agreement null and void.
C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

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

However, such title commitment and the title policies when issued shall contain a contract purchaser's endorsement and a full extended coverage endorsement over all of the general exceptions contained in such policies.

(1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units;
(2) the "permitted exceptions" set forth in paragraph 2;
(3) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing;
(4) acts done or suffered by or judgments against the Buyer; or those claimed by, through or under the Buyer.

A. At least five days prior to the initial closing, Sellers shall furnish or cause to be furnished to Buyers at Sellers' expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search and a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to:

8. TITLE:

7. SURVEY: Prior to the initial closing, Sellers shall deliver to Buyers or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements and building lines and showing no encroachments to the building, which could result in possible encroachments, from the date of the survey to closing.

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9. AFFIDAVIT OF TITLE: Seller shall furnish Purchaser at both the initial and final closings with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. PRORATIONS: General taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably as of the date of possession. Real estate taxes for the year of possession shall be prorated as of the date of possession subject to reparation upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of possession.

11. ESCROW CLOSING: At the election of Sellers or Buyers, upon notice to the other party not less than five (5) days prior to the date, of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering installment contracts for deed consistent with the terms of this agreement. Upon creation of such an escrow, anything in this agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including any ancillary money lender's escrow, shall be paid by Sellers and Purchasers in equal amounts.

12. SELLERS' REPRESENTATIONS:

A. Sellers expressly 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 on the premises herein described before this agreement was executed, has been received by the Sellers, his principal or his agent within ten (10) years of the date of execution of this agreement except as may be set forth in an attached exhibit.

B. Sellers represent that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition; all mechanical equipment; heating equipment; water heaters; plumbing and electrical systems remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyers. Upon the Buyers' request prior to the time of possession, Sellers shall demonstrate to the Buyers or his representative all said equipment and upon receipt of written notice of any deficiency shall promptly and at Sellers' expense correct the deficiency. In the absence of written notice of any deficiency from the Buyers prior to the date specified for initial closing it shall be concluded that the condition of the above equipment is satisfactory to the Buyers and the Sellers shall have no further responsibility with reference thereto.

13. BUYERS TO MAINTAIN: Buyers shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyers shall make

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all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly and healthy condition by Buyers, Sellers may:

A. Enter same, himself, or by their agents, servants or employees, without such entering causing or constituting a termination of this agreement or an interference with Buyers' possession of the premises 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 Buyers agree to pay to Sellers, as so much additional purchase price for the premises, the expenses of the Sellers in making said repairs and in placing the premises in a clean, sightly, and healthy condition.

14. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyers, Buyers also shall receive possession of the personal property to be sold to Buyers pursuant to the terms of this agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Sellers.

15. INSURANCE:

A. Buyers shall from and after the time specified in paragraph 4 keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto, as their interests may appear hereunder; such policy or policies shall be held by Sellers, and Buyers shall pay the premiums thereon when due. Purchaser agrees to indemnify and hold Seller harmless from any claim, including court costs and attorney's fees, in defending a claim arising from Purchaser's negligent maintenance of the subject property.

B. In case of loss of or damage to such improvements whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements Purchasers may add their own funds to fully reconstruct or restore the premises with the insurance proceeds, if the sum of those funds is insufficient to fully reconstruct or restore the premises, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

C. Purchasers shall procure and continue in force in the names of Purchasers and Sellers, general liability insurance against any and all claims for injuries to persons or property occurring in the Property, such insurance to be at all times in an amount not less than Three Hundred Thousand (\$300,000.00)

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Dollars for injuries to persons in one accident. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Sellers in its sole discretion. Purchasers shall deliver all policies of insurance required hereunder to Sellers and shall deliver to Sellers at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

16. TAXES AND CHARGES. It shall be Buyers' obligation to pay at Buyers' expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now and hereafter levied or assessed or charged against the premises or any thereof or any improvements thereon, including those heretofore due and to furnish Sellers with the original or duplicate receipts therefor.

A. Purchaser shall be responsible for the payment of all Real Estate taxes into an escrow account provided herein. In addition to all other payments, required to be paid by Purchaser to Seller until title to the premises is transferred to Purchaser, Purchaser shall pay Seller:

1. The general Real Estate taxes payable in 12 monthly installments, commencing December 28, 1990 and due the 28th day of each month thereafter for the term of this contract. These monthly payments shall be paid based on the amount of most recent ascertainable Real Estate tax bill and shall be ratably increased or decreased twice a year upon presentation to Purchaser by the Seller of the tax bill.

B. Purchaser shall pay Seller within ten (10) days of request for same from Seller, an amount equal to the difference between the amount advanced by Seller and the actual cost of the taxes, as evidenced by appropriate documentation presented by Seller.

C. It will be the Seller's obligation to furnish to Purchaser upon Purchaser's request copies of the paid tax bill.

D. In the event that Seller shall be in default in paying the general Real Estate taxes the Purchaser upon written notice to Seller shall have the right to pay said taxes plus penalties and deduct said payments from the amount due Seller under this agreement.

17. PURCHASERS' INTEREST IN IMPROVEMENTS. In the event of the termination of this agreement by lapse time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyers or others shall belong to and become the property of the Sellers without liability or obligation or Sellers' part to account to the Buyers thereof or for any part thereof. No right,

18. LIENS. Buyers shall not permit a mechanics' lien, judgment lien or other lien to attach to the premises. Purchaser shall be responsible for all court costs and attorney's fees incurred by seller in defending said mechanics lien claim.

19. PERFORMANCE: Buyer shall be responsible for all court cost and attorney's fees incurred by Seller in defending said mechanics lien.

title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyers until the Deed, as herein provided, shall be delivered to the Buyers.

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A. If Buyers

(1) default by failing to pay when due any single installment or payment required to be made to Sellers under the terms of this agreement and such default is not cured within 30 days of written notice to Buyers; or

(2) defaults in the performance of any other covenants or agreements hereof and such default is not cured by Buyers within 30 days after written notice to Buyers (unless the default involves a dangerous situation which shall be cured forthwith); Sellers may treat such a default as a breach of this agreement and shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity.:

(a) maintain any action for any unpaid installments;

(b) declare the entire balance due and maintain an action for such amount;

(c) forfeit the Buyers' interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyers and upon Buyers' failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act subject to the rights of Purchasers to reinstate as provided in that Act.

B. As additional security in the event of default, Buyers assign to Sellers all unpaid rents, and all rents which accrued thereafter, and in addition to the remedies provided above and in conjunction with any one of the Sellers may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the failure to pay taxes, assessments, insurance, or liens, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyers to Sellers.

20. DEFAULT FEES:

A. Buyers or Sellers shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance in defending any proceeding to which Buyers or Sellers are made a party defendant (or creditor in the event of Sellers' bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

B. (1) All rights and remedies given to Buyers or Sellers shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this agreement;

(2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default, the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyers to Sellers, or after the termination of Buyers' right of possession hereunder, or after the service of any notice, after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this agreement nor affect any such notice, demand or suit or any right hereunder

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2011.

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not herein expressly waived.

21. NOTICES. All notices required to be given under this agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt, requested to the parties addressed if to Sellers at the address shown in paragraph 3 or if to the Buyers at the address of the premises. Notice shall be deemed made when mailed or served.

22. SELLERS' ACCESS. Sellers may make or cause to be made reasonable entries upon and inspection of the premises, provided that Sellers shall give Buyers notice prior to any such inspection.

23. CALCULATION OF INTEREST. Interest for each month shall be added to the unpaid balance on the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of initial closing.

24. FINAL CLOSING. Buyers shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyers under this agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Sellers, which amount shall be without premium or penalty. At the time Buyers shall provide notice to Sellers that they are prepared to prepay all amounts due hereunder, Sellers forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Sellers shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyers. The repayment of the prior mortgage shall be supervised and administered by Buyers' mortgage lender, if any. Upon repayment of the prior mortgage, Sellers shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Buyers. Sellers shall give Buyers a credit against the balance of the purchase price for the cost of recording such release. In the event Buyers do not have a mortgage lender, then the delivery of a cancelled note to Sellers shall be simultaneous with the delivery of the Deed from Sellers to Buyers, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyers and Sellers shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Sellers shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyers, and Buyers shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyers unless otherwise provided in the local ordinance. In the event Purchaser desires a commitment for title insurance or survey in anticipation of a final closing, Purchaser shall be responsible to procure and bear the cost of same. Seller shall only be liable to procure and bear the cost of the survey and title insurance commitment described in paragraph 7 and 8 hereof.

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25. TITLE IN TRUST

A. In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyers when and if appropriate under the terms of this agreement in accordance with the provisions of paragraph 2 except that the conveyance shall be by Trustee's Deed. Purchasers shall be liable for and bear the cost of any trustee's fees incurred hereunder.

B. The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties of the Sellers to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such person or persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

C. If at the time of execution of this agreement, title to the premises is not held in a trust, Sellers agree that upon the written request of the Buyers any time prior to the final closing, Sellers shall convey title into a trust and comply with subparagraphs A and B of this paragraph.

26. RECORDING. The parties shall record this agreement.

27. ASSIGNMENT. The Buyers shall not transfer, pledge or assign this agreement, or any interest herein or hereunder without first obtaining the written consent of Sellers. Any violation or breach or attempted violation or breach of the provision of this paragraph by Buyers, 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 Sellers may, at Sellers' option, declare this agreement null and void and invoke the provisions of this agreement relating to forfeiture hereof. The consent required under this paragraph shall not unreasonably be withheld.

28. RIDERS. The provisions contained in any rider attached hereto are and for all purpose shall be deemed to be part of this agreement as though herein fully set forth.

29. CAPTIONS AND PRONOUNS. The captions and headings on the various sections or paragraphs of this agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

30. PARTIAL INVALIDITY. If any provision of this agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of these Articles, or the application of the remaining provisions of this agreement shall be enforced as if their and illegal or unenforceable provisions or application of such provisions were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement is and shall be severable.

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31. **BINDING ON HEIRS.** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Sellers and Buyers.

32. **JOINT AND SEVERAL OBLIGATIONS.** The obligations of two or more persons designated "Seller" or "Buyer" in this agreement shall be joint and several, and in such case each hereby authorizes the other or others of the said designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this agreement and the premises.

33. **NOT BINDING UNTIL SIGNED.** A duplicate original of this agreement duly executed by the Sellers and their spouses, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before November 28, 1990.

34. **REAL ESTATE BROKER.** Sellers and Buyers represent and warrant that no real estate brokers were involved in this transaction other than Century-21/S.G.R. Sellers shall pay brokerage commission on said broker(s) in accordance with the separate agreement between Sellers and said broker(s) at the time of initial closing.

35. **RISK OF LOSS.** The Uniform Vender Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

36. **NO PREPAYMENT PENALTY.** Purchasers shall have an unlimited prepayment privilege without penalty.

37. **EXCULPATORY CLAUSE.** If property is held in trust the trustee may add to this agreement its standard exculpatory clause.

38. **NOTICES AND DEMANDS.** All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Sellers at 7402 North Tripp, Chicago, Illinois or to Purchaser at 5032 North Lincoln, Chicago, Illinois shall be sufficient services thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

39. **PURCHASERS' ADDITIONAL COVENANTS.** Purchaser, between the possession date and the final payment date, shall:

A. keep the property in good condition and repair, without waste and free from mechanics' liens and other liens or claims for lien;

B. comply with all requirements, and remedy any violations, of law, municipal ordinances, or restrictions of record with respect to the property and the use thereof;

C. not make or contract to make any material alterations or additions to the property or the improvements hereon (except as required by law or municipal ordinance) without, in each case Sellers' written consent. Said consent shall not be unreasonably withheld;

D. not suffer or permit any change in the general nature of the property, without Sellers' written consent. Said consent shall not be unreasonably withheld;

E. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as

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collateral or any obligation of Purchasers.

40. **BANKRUPTCY.** In the event of the filing prior to the final payment date of any proceedings by or against Purchasers for the adjudication of Purchasers as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any state, Sellers may, at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Sellers as under paragraph 20A above and Sellers shall retain all other remedies against Purchasers in law or equity including, but not limited to, those under paragraph 20 above.

41. **REQUIREMENTS FOR MODIFICATION.** No waiver, modification, amendment, discharge or change to this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

42. **GOVERNING LAW.** The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

43. **COUNTERPARTS.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one or the same instrument.

44. **PURCHASER/SELLER RELATIONSHIP ONLY:** Nothing herein contained shall be construed as to cause Purchasers and Sellers to be partners or joint venturers or to create any type of fiduciary relationship from Sellers to Purchasers, it being the express intention of the parties to have the sole relationship of Sellers and Purchasers.

45. **TIME:** Time is of the essence of this agreement.

46. **LATE CHARGE:** Any payment not made within fifteen (15) days of its due date shall bear a late charge of five (5) percent of late monthly installment.

47. **DOCUMENT ESCROW.** An executed Warranty Deed, real estate transfer tax declarations, for the State of Illinois, City of Chicago, and the County of Cook, an affidavit of title, and the bill of sale shall be deposited with James J. Crowley, Jr., as escrowee, until such time as final payment for the subject property is made under the terms of this agreement.

48. **COSTS AND ATTORNEY FEES.** Purchasers shall pay to Sellers all costs and expenses, including Attorney's fees incurred by Sellers in any action or proceeding to which a client may be made a party by reason of being a party to this agreement, and Purchasers will pay to Sellers all costs and expenses including Attorney's fees, incurred by Sellers in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Sellers against Purchasers 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 Sellers against Purchasers on or under this agreement.

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49. The parties recognize that the execution or implementation of the Agreement may give the holder of the mortgage (the "Mortgagee") the right to declare all sums secured by the mortgage to be immediately due and payable. If, as a result of the execution or implementation of this Agreement, the Mortgagee (either rightfully or wrongfully) declares an acceleration, declares the mortgage in default, or takes any remedial actions authorized by the mortgage or by the note it secures, Seller and Purchaser specifically agree that:

A. Seller will immediately notify purchaser, and the parties will cooperate and make reasonable efforts to continue purchaser's possession of the premises and to implement this Agreement.

B. Purchaser may, and at Seller's request shall, make reasonable efforts to procure interim (until the date the final balloon installment is due hereunder) financing at then current market rates, terms and conditions, sufficient to pay off Seller's mortgage (including any charges made rightfully or wrongfully by Mortgagee as a condition to its release of the mortgage). In addition, at Seller's request, purchaser shall furnish to seller all requested credit information and shall sign customary papers relating to applications for financing, so that Seller may seek to procure such financing for purchaser. Purchaser may contemporaneously seek the necessary financing. Purchaser shall pay the proceeds of any such financing to Seller, whereupon Seller shall immediately pay off the mortgage. The payments by purchaser shall be credited against the payments of the purchase price hereunder in the reverse order due. Nothing in this paragraph shall prevent purchaser from procuring long-term financing and prepaying the purchase price, as provided elsewhere herein. One-half of all fees, charges, commissions and the like, including, but not limited to application fee, loan origination fee, and points incurred by purchaser in obtaining purchase price hereunder shall be credited against the payments of the purchase price hereunder when incurred by purchaser.

C. If one of the parties hereto makes a deliberate disclosure to the Mortgagee of the relationships created hereunder, that party shall be responsible for and solely bear the cost of any interim financing necessary to retire the underlying mortgage.

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IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE
HEREUNTO SET THEIR HANDS AND SEALS THIS 28th DAY OF November, 1990.

Thomas E. Miller
President of Park
Apartment Homes

[Signature]
[Signature]

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

I, the undersigned, a Notary Public in and for said county
in said state, do hereby certify that Sung Kwan Kim and Gul Ja
Kim, his wife

are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appearing before me this
day in person and acknowledging that they signed, sealed and
delivered said instrument as their free and voluntary act, for
the use and purpose therein set forth, including the release and
waiver of the right of homestead.

Given under my hand and official seal, this 28th day of
November, 1990.

Subscribed and Sworn to before me this
28th day of November, 1990.

NOTARY PUBLIC
NIMOTHY J. CROWLEY
Notary Public, State of Illinois
My Commission Expires Mar. 28, 1993

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

I, the undersigned, a Notary Public in and for said county
in said state, do hereby certify that James E. Miller
James E. Miller

are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appearing before me this
day in person and acknowledging that they signed, sealed and
delivered said instrument as their free and voluntary act, for
the use and purpose therein set forth, including the release and
waiver of the right of homestead.

Given under my hand and official seal, this 28th day of
November, 1990.

Subscribed and Sworn to before me this
28th day of November, 1990.

[Signature]
Notary Public

OFFICIAL SEAL
DAN WENDELAGE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 5, 1993

1136253
YANAGI COMPANY
BOX 116
PASCAGO, MISSISSIPPI

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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IDENTIFIED No.
Register of Tents, Etc. CAROL MOSELEY BRAUN G.I. WELSH

GREATER ILLINOIS
TITLE COMPANY

BOX 116

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11/29/90