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ARTICLES OF AGREEMENT FOR DEED

Purchaser, Patrick J. Higgins, a bachelor

ADDRESS, 406 N. Stratford Road
Arlington Heights, IL 60004, agrees to purchase and
Seller, Jeremiah H. Higgins and Joan C. Higgins, his wife

ADDRESS, 406 N. Stratford Rd. Arlington Heights
Illinois 60004, agrees to sell to
Purchaser at the purchase price of \$86,000.00

the property commonly known as 406 N. Stratford Road
Arlington Heights and legally known as follows:

Lot Twenty One -----(21) in Block Three
(3), in Arlington Acres, being a Subdivision of part of the Northwest Quarter
($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section 28, Township 42 North, Range 11,
East of the Third Principal Meridian, according to Plat thereof registered
in the Office of the Registrar of Titles of Cook County, Illinois on November
23, 1955, as Document Number 1636246.

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hereinafter referred to as "the premises" with approximate
lot dimensions of 131 X 66 together with all improve-
ments and fixtures if any, including, but not limited to
(strike inapplicable item(s)): screens; storm windows and
doors as exist; venetian blinds; drapery rods; curtain rods;
radiator covers; attached TV antenna; heating; lighting; all
air conditioning equipment, including window and other units;
ventilating and plumbing fixtures; water softener, if owned;
~~awnings; attached aircon;~~ shelving, cabinets and built-in
bookcases; ~~porch shades;~~ planted vegetation; tacked down
carpeting; garage door
~~freezer and refrigerator, keys and equipment;~~ keys for each lock;
washer, dryer, freezer and refrigerator *

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.

2. THE DEED

(a) 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 shall
convey or cause to be conveyed to Purchaser, ~~joint~~
~~tenancy in common,~~ 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;

*Seller warrants all heating, electrical,
mechanical, plumbing and all appliances to be in good working
order at time of closing and to assign any or all warranties
which still remain on the personal property.

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(1) General real estate taxes not yet due and payable; (2) Special assessments confirmed after this closing; (3) Building, building line and use or occupancy restrictions, conditions and covenants of record provided they are not violated by the existing uses thereof and provided further that they do not contain a reverter of right of re-entry; (4) Zoning laws and ordinances; (5) Easements for public utilities; (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (7) If the property is other than a detached, single family home: party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms provisions, covenants and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

(b) The performance of all the covenants and conditions here to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE

Purchaser hereby covenants and agrees to pay to Seller at _____ or to such other person or at such other place as Seller may from time to time designate in writing the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of 9% percent per annum, all payable in the manner following, to wit:

(a) Purchaser has paid \$100 _____ by check as earnest money to be applied on the purchase price. The earnest money shall be held by seller _____ for the mutual benefit of the parties concerned and delivered to Seller at time of initial closing.

(b) At the time of the initial closing, the sum of \$ _____ plus or minus prorations, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit: \$86,000.00 to be paid in equal monthly installments of \$691.98 each, commencing on the first day of October 1, 1980 and on the first day of each month thereafter until the entire balance of the principal and all interest accrued shall be due and paid.

(d) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price and second, to reduce said unpaid principal balance of the purchase price.

(e) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

(f) The payments referred to in paragraph 3(c) are based on a _____ (30) year amortization of the principal balance of Eight-Six Thousand (\$86,000.00) at an interest rate of nine (9) percent per annum.

(g) The entire unpaid principal shall be paid on Sept. First, 19 2019.

(h) Purchaser may prepay the principal balance at any time without penalty.

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4. CLOSING

The "initial closing" shall occur on October 1, 1989 or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at the office of David W. Belconis

"Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. POSSESSION

Possession shall be granted to Purchaser at the initial closing provided the full down payment minus net prorations due in favor of Purchaser, if any, has been paid to Seller in cash or by Cashier's or Certified check on the initial closing date is otherwise not in default thereunder.

6. PRIOR MORTGAGE

(a) Seller reserves the right to keep the present mortgage or trust deed, "prior mortgage" against the title to the premises with a balance including interest amount to \$ _____, but Seller relinquishes the right to refinance or place any other "second" mortgage or trust deed on the premises.

(b) It is expressly agreed and understood by and between the parties hereto that the Seller presently has a mortgage with _____ dated _____ and recorded with the Recorder of Deeds of _____ County, Illinois, as Document No. _____. Said mortgage contains a "due on sale" clause.

(c) Purchaser expressly agrees that should the mortgagee declare the balance due and payable, it is his obligation to make payment of all amounts due thereunder. The Seller shall not have any obligation hereunder whatsoever.

(d) Seller shall from time to time, but not less frequently than four (4) times each year and anytime Purchaser has reason to believe a default may exist, exhibit to Purchaser receipts for payments made to the holders of any indebtedness secured by any such prior mortgage or loan status letters.

(e) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Purchaser shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Purchaser to protect Purchaser's interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement. If Purchaser does not opt to make said payments and Seller's lender thereafter commences foreclosure, it is hereby agreed that Seller shall be responsible to Purchaser as liquidated damages a sum equal to all payments made hereunder until the property has been foreclosed and it is further agreed that if Seller's lender shall commence foreclosure proceedings Purchaser's duties to continue making payments hereunder shall terminate.

7. SURVEY

Prior to closing, Seller will furnish a survey by a licensed land surveyor showing that all improvements, including building, fences, patios, sidewalks and driveways are within the lot lines, and showing no easement violations and no encroachments of improvements from adjoining properties, except if the premises herein is a condominium.

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8. TITLE

(a) At least one (1) business day prior to the initial closing Seller shall furnish or cause to be furnished to Purchaser at Seller's expense a ~~commitment~~ by Torrens ~~State of Illinois~~ the Certificate ~~of Title~~ ~~policy~~ ~~form~~

~~subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building or four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under the Purchaser.~~

(b) If the title commitment discloses unpermitted exceptions, the Seller 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 Seller time to have said exceptions waived. If the Seller fails 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 Purchaser may terminate the contract between the parties, or may elect upon notice to the Seller 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 Purchaser does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Purchaser hereunder shall be refunded.

(c) Purchaser's taking possession of the premises shall be conclusive evidence that Purchaser in all respects accepts and is satisfied with the physical condition of the premises except that Seller warrants that at the time of initial closing the building is free from any structural defects and the roof and basement are free from leaks. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8(a) resulting from acts done or suffered by, or judgments against the Seller.

9. AFFIDAVIT OF TITLE

Seller shall furnish Purchaser at or prior to the initial closing and, again, prior to final closing 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 unpaid taxes and other exceptions, which the title insurer committed to insure against as 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 Trustee and 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.

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10. PRORATIONS Purchaser is responsible for all taxes and insuring as of 10-1-89

~~Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to re-proration upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.~~

11. ESCROW CLOSING

At the election of Seller or Purchaser, 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 articles of agreement for deed consistent with the terms of this agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments of payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow shall be paid by the party requesting it.

12. SELLER'S REPRESENTATIONS

(a) Seller expressly warrants to Purchaser 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 Seller, his principal or his agent within two (2) years from the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanic equipment, heating and cooling equipment, water heaters and softeners, septic, plumbing and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchaser. Upon the Purchaser's request prior to the time of possession, Seller shall demonstrate to the Purchaser or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE PURCHASER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE PURCHASER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Purchaser be removed from the premises at Seller's expense before the date of initial closing.

13. PURCHASER TO MAINTAIN

Purchaser shall keep the improvements on premises and the ground in as good repair and condition as they now are ordinary wear and tear excepted. Purchaser shall make 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

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a clean, sightly, and healthy condition by Purchaser, Seller may either (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 Purchaser's 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 Purchaser agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and to placing the premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, except as is otherwise provided in paragraph 20, and, upon default by Purchaser in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or of law or equity provided.

14. FIXTURE AND EQUIPMENT

At the time of delivery of possession of the premises to Purchaser, Purchaser also shall receive possession of the personal property to be sold to Purchaser 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 Seller.

15. INSURANCE

(a) Purchaser shall from and after the time specified in paragraph 4 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form 3 "H.O.3" 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, any mortgagee or trustee, if any, as their interests may appear, such policy or policies shall be held by Seller, and Purchaser shall pay the premiums thereon when due. Said insurance shall contain a loss payable clause in favor of Seller and be non-cancelable without prior notice to Seller.

(b) In case of loss 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 (1) 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 improvement, or (2) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance or purchase price, except that if Purchaser has additional funds which if coupled with the insurance proceeds would be sufficient to fully reconstruct or restore such improvements, then at Purchaser's option the insurance proceeds will be used to repair or reconstruct the premises.

16. TAXES AND CHARGES

It shall be Seller's obligation to pay with funds to be supplied by Purchaser pursuant to Paragraph 1 of this Agreement 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 or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Purchaser with the

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original or duplicate receipt therefore.

17. FUNDS FOR TAXES AND CHARGES

~~(a) In addition to the agreed installments, if any, provided in paragraph 3, Purchaser shall deposit with Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of closing, until the purchase price is paid in full, a sum, hereinafter referred to as "funds," equal to 1/12th of the yearly taxes, assessments which may become a lien on the premises, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder constitutes a breach of the Agreement.~~

~~(b) The funds shall be held by Seller at its lending institution. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned tax assessments, rents and premiums. Seller shall, upon the request of the Purchaser, give the Purchaser an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.~~

~~(c) If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Purchaser's covenants or agreements hereunder of which Seller has given written notice to Purchaser and, second, at Purchaser's option, as a cash refund hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Purchaser shall pay to Seller any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Seller to Purchaser requesting payment thereof.~~

~~(d) Seller may not charge for so holding applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Purchaser be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Purchaser any funds so held by Seller.~~

18. BUYER'S INTEREST

(a) No rights, title or interest, legal or equitable, in the premises described herein, or in any part thereof shall vest in the Purchaser until the Deed, as herein provided, shall be delivered to the Purchaser.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements whether finished or unfinished, whether installed or constructed on or about said premises by the Purchaser or other shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.

19. PERFORMANCE

(a) If Purchaser (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within fifteen (15) days of written notice to Purchaser; (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to

Purchaser shall be responsible for the prompt and full payment of all taxes and assessments if any from and after October 1, 1989. Purchaser shall supply to seller proof of such payment in full within 30 days from and after the date when such taxes and or assessments if any were due and payable.

17.

Purchaser, unless the default involves a dangerous condition which shall be cured forthwith; Seller may treat such a default as a breach of this Agreement and Seller 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 an action for any unpaid installments; (b) declare the entire balance due and maintain an action for such amount; (c) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

(b) As additional security in the event of default, Purchaser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller 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 additional tax money, Seller may elect to make such payments and add the amount to the Principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

(d) Seller may impose and Purchaser agrees to pay a late charge not to exceed five (5%) percent of any sum due hereunder which Seller elects to accept after the date such sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 90 days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this Agreement.

20. LIENS

Purchaser shall not permit a foreclosure of a mechanics' judgment or other lien to attach to the premises.

21. DEFAULT FEES

(a) Purchaser and Seller shall pay all reasonable attorneys 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 Purchaser or Seller is made a party defendant, or creditor in the event of Seller's 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 Purchaser or Seller 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 Purchaser or Seller or after the termination of Purchaser's right of possession hereunder, or after the service of any notice, or 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 nor herein expressly waived.

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22. NOTICE

All notice 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 Seller at the address shown in paragraph 3 or if to the Purchaser at the address of the premises. Notice shall be deemed made when mailed or served.

23. ABANDONMENT

Fifteen (15) days' physical absence by Purchaser with any installment being unpaid, or removal of the substantial portion of the Purchaser's personal property with installments being unpaid, and in either case, reason to believe Purchaser has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Purchaser. In such event, and in addition to Seller's remedies set forth in paragraph 19, Seller may, but need not, enter upon the premises and act as Purchaser's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Purchaser's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Purchaser.

24. SELLER'S ACCESS

Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

25. CALCULATION OF INTEREST

Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of 1/12th of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month issued upon a 365 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

26. ASSIGNMENT

The Purchaser shall not transfer, pledge or assign this Agreement or any interest herein or hereunder nor shall the Purchaser lease nor sublet the premises, or any part thereof without first obtaining the written consent of Seller and such written consent shall not be unreasonably withheld. 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 said premises in any such transferee, pledgee, assignee, lessee or sublessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

27. FINAL CLOSING

Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Purchaser under this Agreement at anytime upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller which amount shall be without premium or penalty. At the time Purchaser provides notice to Seller that he is prepared to prepay all amounts due hereunder Seller 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

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necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Purchaser. The repayment of the prior mortgage shall be supervised and administered by Purchaser's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the canceled note and a release deed in form satisfactory for recording shall be delivered to Purchaser. Seller shall give Purchaser a credit against the balance of the purchase price for the costs of recording such release. In the event Purchaser does not have a mortgage lender, then delivery of canceled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Purchaser, 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 office of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Purchaser and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Purchaser shall pay the amount of the stamp tax then imposed by State or County law on the transfer of title to Purchaser, and Purchaser shall pay any such stamp tax and meet other requirements as then may be established by any local ordinances with regard to the transfer of title to Purchaser unless otherwise provided in the local ordinance.

28. TITLE IN TRUST

(a) In the event that title to the premises is held in or conveyed into trust prior to the initial closing, it shall be conveyed to Purchaser 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. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

(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 of the rights, benefits, obligations and duties by the Seller 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 persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) The Seller shall cause the Trustee to execute a joinder in the form appended to this Contract and shall further deposit with said direction an executed copy of these Articles of Agreement.

(d) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Purchaser any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 28, Purchaser to bear the costs of establishing, and maintaining the trust and the conveyance into Trust.

29. RECORDING

The parties shall record this Agreement or a memorandum thereof at Purchaser's expense.

30. RIDERS

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

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31. CAPTIONS AND PRONOUNS

The captions and headings of the various sections of 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 required or permits, the singular shall include the plural, the plural shall be freely interchangeable.

32. PROVISIONS SEVERABLE

The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provision herein contained unenforceable or invalid.

33. BINDING ON HEIRS, TIME OF ESSENCE

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser. Time is of the essence of the Agreement.

34. JOINT AND SEVERAL OBLIGATIONS

The obligations of two or more persons designated "Seller" or "Purchaser" in this Agreement shall be joint and several and in such case each hereby authorized the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

35. NOT BINDING UNTIL SIGNED

A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a Trustee, then by said Trustee and the beneficiaries of the Trust shall be delivered to the Purchaser or his attorney on or before _____, 19____; otherwise at the Seller's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Purchaser.

36. REAL ESTATE BROKER

Seller and Purchaser represent and warrant that no real estate brokers were involved in this transaction other than

Seller shall pay the brokerage commission of None to said brokers at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 29th day of September, 1991.

SELLER:

PURCHASER:

Jimmie H. Higgins

Phillip Higgins

Joan P. Higgins

Prepared by:

Floria & Belconis
1644 Colonial Pkwy.
Inverness, IL 60067

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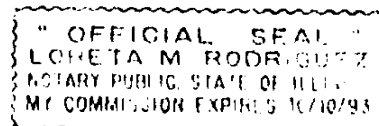
STATE OF)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that above signed Robert J. Higgins, Charles A. Sweeney, Jr., James J. Sweeney, + Sinead C. Higgins personally known to me to be the same person (s) whose name (s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of September, 1991.

Loreta M. Rodriguez
Notary Public

My Commission Expires:
10/10, 1993.



STATE OF)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert J. Higgins, Charles A. Sweeney, Jr., James J. Sweeney, + Sinead C. Higgins personally known to me to be the same person (s) whose name (s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19_____.

Notary Public

My Commission Expires:
_____, 19_____.

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Handwritten signature

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1991 NOV 25 PM 4 34
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Handwritten:
Diverse Hills
21003 Eucid

Handwritten:
K. Collins Medeiros, III