

# IMPORTANT

READ THIS CONTRACT CAREFULLY, EXAMINE THE REAL ESTATE HERÈIN DESCRIBED,  
AND CHECK LOCATION AND SIZE OF THE REAL ESTATE WITH PLAT BEFORE SIGNING.

ARTICLES OF AGREEMENT FOR DEED

ROBERT BARTLETT REALTY CO. (Not Inc.)

ARBOR VISTA  
Lots 2 to 79 inclusive  
Lots 86 to 101 inclusive  
Lots 106 to 109 inclusive  
Lots 111 to 140 inclusive

**Articles of Agreement,** Made this \_\_\_\_\_ day of \_\_\_\_\_

, A. D. 19 \_\_\_\_\_

, between Robert Bartlett, as Trustee for

ROBERT BARTLETT REALTY CO. (Not Incorporated), hereinafter called "the Vendor," and

hereinafter called "the Purchaser,"

WITNESSETH:

I, THE VENDOR COVENANTS AND AGREES that if the Purchaser shall first make the payments and perform the covenants to be made and performed by the Purchaser hereunder, the Vendor will:

First: Convey or cause to be conveyed to the Purchaser in fee simple by a trustee's deed the real estate (hereinafter called "the real estate") known and described as

Legal  
Description

LOT

in ROBERT BARTLETT'S ARBOR VISTA, being a Subdivision of part of the South West Quarter of Section 31, Township 45, North, Range 11, East of the Third Principal Meridian, according to the plat thereof, recorded May 13, 1958, as Document 989804, in Book 34 of Plats, page 64, in Lake County, Illinois.

Restriction

SUBJECT to such of the following covenants as refer to the real estate herein described which shall run with the land and shall be in force and effect and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall automatically extend for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in said subdivision it is agreed to change the said covenants in whole or in part.

① All lots shall be residential lots, subject to zoning and building laws, ordinances and regulations.

Said real estate may be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted thereon other than a detached single family dwelling not to exceed 2½ stories in height, including an immediately attached breezeway, if desired, and a private garage which must be attached to and immediately adjoin either the principal building or the breezeway, the said garage and/or breezeway, including roof, shall be of the same material and general design as that of the principal building, said garage and/or breezeway and garage must be constructed simultaneous with the construction of the dwelling; be constructed of new material and if frame shall immediately be painted with two coats of paint.

→ No more than one dwelling shall be erected or placed on any one lot in said subdivision except lots 56 and 57. Until the dwelling shall have been erected or placed on any lot in said subdivision no other building or structure whatsoever shall be erected or placed thereon other than a tool house and such tool house may be used for the storage of tools only while the dwelling is in the continuous process of erection. Upon the completion of any dwelling the tool house shall be removed immediately from the real estate.

No building shall be erected or placed on said premises prior to January 1, 1965 until the plans and specifications of said building shall have been submitted to and approved by the vendor herein or his successors.

No dwelling shall be placed or erected upon such real estate unless (a) it be designed for single family use, (b) it be of brick, stone, concrete, stucco, frame or steel construction, (c) it have a ground floor area, exclusive of one-story open porches and garages, of not less than 1650 square feet in the case of a one-story structure and of not less than 1300 square feet in the case of a 1½, 2 or 2½ story structure, (d) the exterior thereof be completed in its entirety with 180 days from the date of commencement of erection or placement on the real estate, and (e) a driveway and culvert permit is first obtained from the proper authorities and a driveway constructed (to include such culverts as are necessary for proper drainage) measuring at least 8 feet in width and run from the street paving to the lot building line and be constructed of either gravel, stone, cinders, rock, cement or asphalt in sufficient amounts to prevent the wheels of vehicles from carrying the soil of the real estate on to the dedicated roads.

If such dwelling be of frame construction, outside wall must be of new finished siding and two coats of paint or stain must be applied thereto immediately upon completion. No roll type tar paper roof or siding shall be permitted on any structure in the subdivision, nor shall any imitation brick or imitation stone siding be permitted on any structure. Chimneys shall be of brick, stone, or concrete construction, to include prefabricated chimneys of Van Packer type. Foundations for all dwellings must be of brick, stone or concrete. Fences, if of wood or frame, unless they be of rustic type, must be painted immediately upon erection.

No structure of any kind shall be erected or placed on the real estate without the written consent of the vendor, nor shall any soil or black dirt be sold or removed, nor shall any trees or shrubbery be cut, sold or removed until and unless the purchaser has first made all of the payments and performed all of the covenants to be made and performed by him, including the payment of the purchase price in full.

Said real estate shall not be used nor shall any building thereon be used for commercial purposes, nor as a wrecking yard, nor for storage temporarily or permanently, commercially or otherwise, of junk, debris or abandoned personal property.

The use of said real estate shall be permitted only in structures conforming with the above conditions and restrictions and no trailer, basement, tent, railroad car, shack, garage, barn or out-building shall be erected or placed on said real estate or be used at any time as a residence or place of business temporarily or permanently.

Notwithstanding the provision and condition hereinabove set forth that no more than one dwelling shall be erected or placed on any one lot in said subdivision, the vendor reserves unto himself the right to sell and convey a portion of a lot and if the vendor so sells and conveys a portion of a lot, a dwelling house may be erected or placed on such portion of a lot, but such portion of a lot shall otherwise be subject to all of the conditions and provisions otherwise governing such lot as herein provided.

No noxious or offensive trade shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance in the neighborhood.

No mink, chinchilla, fox, skunks, cattle, horses, hogs, poultry or goats shall be kept or maintained on said premises, nor shall the growing of mushrooms be permitted.

No truck or other commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering, unloading or loading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage, the intentions being to prevent unnecessary excessive and continuous open parking of trucks or commercial vehicles upon said lots.

The partial dam, a portion of which is located on lots 139 and 140 is for the mutual benefit of the owners of said lots 139 and 140, said dam cannot be destroyed, removed, improved or replaced by either owner of said lots 139 and 140 without the consent of the other owner. It being the intent of the vendor that the use and enjoyment of said dam be as mutually agreed upon by said owners with the cost of improvement, and/or maintenance thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

The stone bridge, a portion of which is located on lots 138, 139 and 140 is for the mutual benefit of the owners of said lots 138, 139 and 140, said bridge cannot be destroyed, removed, improved or replaced by any owner of said lots 138, 139 and

140 without the consent of the other owners. It being the intent of the vendor that the use and enjoyment of said bridge be as mutually agreed upon by said owners with the cost of any maintenance and/or improvement thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

The dam, a portion of which is located on lots 127, 128, 137 and 138 is for the mutual benefit of the owners of lots 127, 128, 137, 138 and 140, said dam cannot be destroyed, removed, improved or replaced by any owner or owners of said lots 127, 128, 137, 138 and 140 without the consent of all of said owners. It being the intent of the vendor that the use and enjoyment of said dam be as mutually agreed upon by said owners, with the cost of maintenance and/or improvement thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

\* No signs of any character shall be placed upon or in any residential lot or lots in the subdivision without the written consent of the vendor herein or his successors, nor shall any signs be placed on or attached to any part of the exterior of any structure in the subdivision, without the written consent of the vendor herein or his successors, the intention being that no signs of any character shall be visible to the general public, except that a sign not to exceed two feet, by four feet (2' x 4') in size, with the lettering thereon limited to 'For Sale' or 'For Lease,' shall be permitted.

All lots having tile or drainage ditches are subject to the rights of the adjacent owners and the public to have maintained the uninterrupted flow of water through said tile or drainage ditches.

Rights of the public and the adjoining owners to the free and unobstructed flow of any stream.

Before the real estate shall be occupied, a septic tank of brick, tile or concrete or other satisfactory method of disposing of sewage shall be completely installed by the purchaser(s) or the purchaser(s) successors in interest without expense to the vendor, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination and such as to be satisfactory to the vendor and to the public authorities.

It is understood and agreed that the purchase price as stated herein includes the installation of water mains in front of the real estate herein described. It being understood that a water system is installed in the streets of the subdivision for the purpose of supplying water to the lots in the subdivision on a fee basis.

Waste Disposal systems shall be located and constructed in accordance with the standards set forth by the State Department of Public Health and Public Authorities, the location being such that these systems be at a reasonably safe distance from water wells on the same or adjacent lots, so as to protect such wells from pollution.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SUBJECT also to the following encumbrances:

- A. General taxes, special taxes, impositions and special assessments.
- B. All zoning and building laws, ordinances and regulations.
- C. All recorded restrictions, easements, conditions and building lines.
- D. Easements and/or dedications for street purposes, public utilities and drainage.
- E. Questions of survey and party fences, if any.
- F. Drainage ditches easements, feeders and laterals, if any.

Title Insurance Policy

Second: Deliver to the Purchaser with said deed an owner's insurance policy in the sum of \$..... issued by the Chicago Title and Trust Company or its successors showing title to the real estate in the vendor subsequent to the recording of the official plat of the subdivision, subject only to the encumbrances and conditions mentioned herein and to the usual exceptions contained in the title insurance policies issued by the Chicago Title and Trust Company and its successors, it being agreed that the vendor shall be permitted reasonable time to deliver said deed and title insurance policy to purchaser, said delivery to be made at the office of the vendor or his successor.

II. AND THE PURCHASER COVENANTS AND AGREES:

Interest First: To pay to the Vendor at the office of Robert Bartlett Realty Co. (Not Incorporated) in Chicago, the principal sum of \_\_\_\_\_ Dollars with interest from and after one year from date hereof at the rate of 6% per annum on the unpaid principal sum remaining from time to time unpaid, in the manner following:

Terms

Unless otherwise specified herein, said monthly payments after one year from the date hereof are to be applied as follows: First to the payment of interest on the unpaid principal sum remaining from time to time unpaid and the balance of said payments to the principal sum remaining from time to time unpaid.

Taxes Second: To pay before they become delinquent all general taxes for the year 19 \_\_\_\_\_ and thereafter and all unpaid special taxes, impositions and installments of special assessments, if any, now or hereafter levied against the real estate. The Vendor at his option may, but need not, pay such taxes, impositions and installments of special assessments and every such payment so made by the Vendor shall become and be immediately due and payable by the Purchaser to the Vendor with interest thereon at six per cent per annum from the date of payment by the Vendor until the date of repayment to him by the Purchaser.

Taxes for the year 19 \_\_\_\_\_ shall be prorated between the vendor and purchaser as of the date hereof provided, however, if the purchaser is entitled to a deed of conveyance of the said real estate and the amount of such taxes is not then ascertainable, the prorating shall be on the basis of the amount of the most recent ascertainable taxes.

General Provisions

Purchaser hereby agrees, in the event a division for taxes has not been made, the purchaser will accept and pay to the vendor when due as his rightful share of tax, a percentage of the total tax of this subdivision, said percentage being the ratio of the purchaser's acreage as it bears to the entire acreage of said subdivision.

Third: To comply with and observe all of the laws, ordinances, regulations, restrictions, easements, conditions and covenants hereinabove referred to or set forth.

Fourth: Purchaser shall pay to vendor for U. S. Revenue Stamps or any other tax which may be levied or imposed by law with respect to delivery of deed. Purchaser shall also pay for recording deed.

Fifth: Purchaser agrees to reimburse Vendor for expenses to which Vendor may be put for the cutting of thistles or obnoxious weeds on the real estate.

Sixth: If the real estate is presently improved the Purchaser hereby authorizes the Vendor to place insurance in an amount sufficient, in the Vendor's opinion, to cover such improvements. The Vendor, may, but need not, place and pay for such insurance, and every such payment so made by the Vendor shall be come and be immediately due and payable by the Purchaser to the Vendor with interest at six per cent per annum from the date of payment by the Vendor until date of payment to him by the Purchaser.

III. THE PARTIES HERETO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. No interest or equity in the real estate shall vest in the Purchaser, nor shall the Purchaser have any right of possession of the real estate without the written permission of the Vendor, until the Purchaser shall have made all the payments and performed all the covenants to be made and performed by the Purchaser hereunder.

2. No assignment, voluntarily or by operation of law, of the Purchaser's interest in this agreement shall be valid or effective unless consented to in writing by the Vendor.

3. The time of any payment herein provided for shall be of the essence of this agreement, and in case of the failure of the Purchaser to make any of the payments or to perform any of the covenants of the Purchaser at the time and in the manner herein provided, or to keep or observe any of the conditions, covenants or restrictions hereinabove referred to or set forth, this agreement shall at the option of the Vendor without notice be forfeited and determined (regardless of whether time of payment has been extended if the Purchaser shall be in default under such extension) and all payments, whether in money or in property, made hereunder shall be forfeited to and be retained by the Vendor as liquidated damages.

4. The Purchaser, and each of them if more than one, does hereby expressly and irrevocably waive any and all requirements in law, in equity or otherwise, that any communication, notice or declaration concerning this agreement or the real estate, including (without limiting the generality of the foregoing) any notice of intent to forfeit or determine this agreement by reason of any default or defaults of the Purchaser, should be actually received by the Purchaser; and any such communication, notice or declaration duly signed by the Vendor, or by any authorized agent or employee thereof, enclosed in a postpaid wrapper addressed to

at

and deposited in the United States Post Office or in any mail box or mail chute in the City of Chicago shall, whether or not such communication, notice or declaration shall have been actually received by the Purchaser, be deemed conclusively to have been personally served upon the Purchaser twenty-four hours after the date of mailing such communication, notice or declaration; and the affidavit of any agent or employee of the Vendor that such communication, notice or declaration has been signed as hereinabove provided and, while bearing such signature, has been mailed by the affiant as hereinabove provided, shall be competent evidence against the Purchaser in any controversy or proceeding in law or in equity involving this agreement or the real estate; and all the terms and provisions of this paragraph 4 shall remain and continue to be effective and binding on the Purchaser, notwithstanding the acceptance of late payments by the Vendor or by any of his agents or employees, and notwithstanding any other acts or conduct of the Vendor or any of his agents or employees, which might be held to constitute a waiver of strict compliance with some or all of the terms or provisions of this agreement by the Purchaser.

5. In case the Vendor shall at any time declare the forfeiture and determination of this agreement by reason of any default of the Purchaser, the affidavit of any authorized agent or employee of the Vendor that a written declaration of such forfeiture and determination, signed as provided in the preceding paragraph, has been mailed by him in the manner specified in such paragraph shall be conclusive evidence in favor of the Vendor, the then holder of the legal title of the real estate and any subsequent purchaser thereof that all rights and interests of the Purchaser under this agreement and those claiming through the Purchaser have been completely forfeited and determined.

6. The remedy of forfeiture shall not be exclusive of any other remedy given by this agreement or otherwise, and no delay or omission of the Vendor to exercise any right arising hereunder shall impair or be construed as a waiver of such right, and no waiver of any default of the Purchaser shall affect any subsequent default or impair the Vendor's rights resulting therefrom.

Special Provisions

7. This agreement, even though signed by the Vendor, shall not be binding upon the Vendor until both this agreement and the separate agreement appearing below (addressed to Robert Bartlett, Trustee) shall have been signed and sealed by the Purchaser.

8. The term "Vendor" shall include Robert Bartlett, as Trustee as aforesaid, his assigns and his successors in trust. The term "Purchaser" shall be construed as plural whenever the number of persons so requires and shall include his, her, its or their representatives and successors in interest.

9. This real estate does not have electricity, gas, sewer, nor has it been approved by the Federal Housing Administration for financing.

10. The Purchaser agrees that if there is any ravine, sand dune, drainage ditch or peat on or in the real estate, the Purchaser will take the real estate subject thereto and in accordance with terms of this agreement.

11. The Purchaser further agrees that the Vendor or any agent of the Vendor has not promised or made representations regarding mortgage financing, construction costs, school, shopping, and transportation facilities or stations and has not represented that the subdivision is within the corporate limits of any municipality and has not agreed to construct or cause the construction of any improvement on the said real estate.

12. Lots which extend past fences between adjoining property and said lots are subject to the rights of parties in possession of that part of said lots.

13. The vendor, at anytime, reserves the right to grant such easements over, upon or under the said real estate as are necessary in his opinion for sewer, water, gas, electricity and drainage purposes.

14. In the event that said real estate is presently improved and is being sold to the purchaser with such improvements, the purchaser represents and agrees that the purchaser has gone upon and examined the real estate and has examined and is satisfied with the physical condition and state of repairs of the improvements thereon and accepts such improvements in their present condition and state of repair and the purchaser represents and agrees further that neither the vendor nor any agent of the vendor has made any representations as to the condition or state of repair of any improvement nor any promise or undertaking to decorate, alter, repair or remodel any such improvements.

15. The construction costs of roads which the Vendor has built or shall build in the subdivision shall be borne by the Vendor, but Vendor does not agree to maintain or repair any road or roads.

16. Vendor agrees to advance deposit and pay all costs required by the local Utility Company to bring underground telephone and electric service up to the real estate when same shall be made necessary by the erection of a residential building thereon, prior to January 1, 1965.

17. It is understood and agreed that the materials used in the roads being constructed or to be constructed will consist of stone or gravel and surfaced with a Sub class A-3 material which consists of a prime coat of bitumen, a cover coat of bitumen, a cover coat of aggregate, a second cover coat of bitumen, a second coat of aggregate, a seal coat of bitumen, and a seal coat of aggregate all being in compliance with County and Township Regulations.

**VENDOR WILL NOT RESELL ABOVE REAL ESTATE FOR THE PURCHASER.**

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

..... (SEAL) ..... (SEAL)  
As Trustee as aforesaid

..... (SEAL)

NOTICE—NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF THE VENDOR WHICH IS NOT CONTAINED IN THE ABOVE AGREEMENT

To ROBERT BARTLETT, TRUSTEE:

To induce you to enter into the above agreement and to deliver to the undersigned (hereinafter called "the Purchaser") a duplicate original thereof, the Purchaser states that the Purchaser has read and understands the whole of said agreement, has compared the lot number therein set forth with a plat of the subdivision and understands the location, size, soil and topography of the real estate described in said agreement, and that said real estate is unimproved; and also states that no representation or promise not expressed in said agreement has been relied upon by the Purchaser in entering into it. If any representation has been made by any agent of the Robert Bartlett Realty Co. (Not Incorporated) or of Robert Bartlett, Trustee, the Purchaser, in consideration of your entering into the above agreement and delivering a duplicate original thereof releases you and said company from all liability based directly or indirectly upon any such representation.

..... (SEAL)

..... (SEAL)

Articles of Agreement

ROBERT BARTLETT, Trustee

WITH

LOT

ARBOR VISTA

Robert Bartlett Realty Co.

(Not Inc.)

REAL ESTATE

111 WEST WASHINGTON STREET
CHICAGO TITLE AND TRUST BUILDING
TELEPHONE AN DOVER 3-4141
CHICAGO 2

Chicago, Cook County, Ill. 19

ROBERT BARTLETT, Trustee:

You are hereby authorized and directed to draw and deliver deed to the herein described property in the names of:

and

h as joint tenants and not as tenants in common.

Address

City County State

Legal description:

x (SEAL)

x (SEAL)

State of County of ss.

I, in and for said County, in the State aforesaid, Do hereby Certify, That

personally known to me to be the same person whose name subscribed hereto, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this

day of

A.D. 19

NOTARY PUBLIC

CHICAGO 19

FOR VALUE RECEIVED, (I/WE) hereby assign

unto

as joint tenants and not as tenants in common.

Address

City County State

all interest in the within contract and in consideration of the consent of Robert Bartlett, Trustee, to the above assignment, (I/We) hereby guarantee performance of the within contract by the said assignee and agree that Robert Bartlett, Trustee, in enforcing this contract, may proceed against (Me/Us) exactly as if (I/We) were principal, and without exhausting his remedies against the said assignee.

(Seal)

(Seal)

I hereby agree to comply with the terms and conditions of the within contract.

(Seal)

(Seal)

State of County of ss.

I, in and for said County, in the State aforesaid, Do hereby Certify, That

personally known to me to be the same person whose name subscribed hereto, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this

day of

A.D. 19

NOTARY PUBLIC