

Briarwood

Amen

AMENDMENT TO RESTRICTIONS

This Declaration made this 12th day of August, 1975 by
Charles E. House and Kathleen M. House, husband and wife,

W I T N E S S E T H:

That the said Charles E. House and Kathleen M. House are
the sole owners of the following described real estate, to-wit:

Lots One (1) through Twenty-eight (28) in Block Four (4);
Lots One (1) through Eleven (11) in Block Five (5) and Lots
One (1) through Four (4) in Block Six (6) in Briarwood
Subdivision, an Addition to the Village of Payson, situated
in the County of Adams and State of Illinois;

that said owners hereby and herewith declare and covenant with each
other and each and all subsequent owners of the above described
lots, and grantees, lessees, assignees, devisees and heirs and
all parties claiming by or through or under them, that the covenants
covering the above described real estate contained in the instrument
dated June 2, 1975 and recorded in the Office of the Recorder of
Deeds of Adams County, Illinois on June 12, 1975 in Book 84 of
Miscellaneous records, at page 672 be and the same are hereby
released as to the following described lots, to-wit:

Lot One (1) in Block Four (4); Lots One (1) through
Eleven (11) in Block Five (5) and Lots One (1) through
Four (4) in Block Six (6) in Briarwood Subdivision, an
Addition to the Village of Payson, situated in the County
of Adams and State of Illinois;

and in lieu thereof the Protective Covenants recorded in Book 84
of Miscellaneous records, at page 671 on June 12, 1975 in the
Office of the Recorder of Deeds of Adams County, Illinois, are
hereby adopted as the Protective Covenants for the following described
lots, to-wit:

Lots One (1) through Eleven (11) in Block Five (5) and
Lots One (1) through Four (4) in Block Six (6) in Briarwood
Subdivision, an Addition to the Village of Payson, situated
in the County of Adams and State of Illinois,

as fully as though originally included in said Protective Covenants
recorded in Book 84 of Miscellaneous records, at page 671.

No. 20708 Filed on the 26th day of August 1975 at 10:35

INDEX ON:

Lt 1 Skyline Drive Sub

A.M.

SPARROW REAL ESTATE

1890 MAINE STREET • QUINCY, ILLINOIS 62301

Telephone 223-8011



AGREEMENT TO PURCHASE REAL ESTATE

The undersigned hereby offers to purchase from Don Goerlich the property known as Lt 1 Skyline Subdivision Street, Quincy, Adams County, Illinois, together with surrounding grounds, subject to easements and restrictive covenants of record, for the sum of \$ 5000.00 of which \$500.00 is deposited as earnest money with Sparrow Realty escrow agent, who the sellers, by accepting this offer, recognize as the broker negotiating this sale, and entitled to the customary commission.

If this offer is accepted the balance of said purchase price is to be paid upon delivery of a good and sufficient Warranty Deed of conveyance.

This offer is made, however, subject to the following conditions:

- (1) Acceptance by January 17, 1975, after which date it is void.
- (2) Prorata adjustment of hazard insurance, rents and service meters, and all taxes as of the date of delivery of the deed.
- (3) All plumbing, heating and lighting fixtures, awnings, screens, storm sash, window shades, linoleum, and all other fixtures now on the premises and properly belonging to the property or appurtenant thereto to be conveyed with the said real estate.
- (4) Possession to be given upon delivery of deed
- (5) Sale to be completed within 30 days after expiration of time hereinafter provided for furnishing Abstract, examining same and curing defects, if any.
- (6) A mortgage of \$ to be (secured) (assumed) by the purchaser.

subject to an FHA loan

Owner hereby warrants that prior to the execution of this instrument neither he nor his agent has received any notice issued by any city, village or other governmental authority, of a dwelling code violation in the dwelling structure upon the premises herein described.

Seller to furnish Abstract of Title extended to this date within 30 days; buyers' attorney to have 30 days after receipt thereof to render an opinion of title; sellers to have 30 days thereafter to cure objections; if title is not then merchantable, the earnest money shall be refunded, and this agreement shall be null and void. If buyers fail to perform this agreement, the earnest money shall be forfeited as full liquidated damages. Buyers and sellers each agree to hold the escrow agent harmless against all attorney's fees, costs and expenses that may result to the escrow agent in the event dispute shall arise between the parties. This offer shall not be lien on said premises, or a cloud on the title, and recording of this offer by the purchaser shall at the option of the seller entirely void the same. Time is of the essence of this agreement.

Dated at Quincy, Illinois, this 15 day of January 1975.

The above offer is accepted.

Michael A. Schaff (SEAL)

Jacqueline A. Schaff (SEAL)

Received the \$ 500.00 earnest money.

Donald Goerlich (SEAL)

Sparrow Realty (SEAL)

Tom Sparrow ESCROW AGENT

COMPLIMENTS OF

PHONE: 223-4050

QUINCY-PEOPLES SAVINGS & LOAN ASSOCIATION

8th AND MAINE