

COOK COUNTY  
RECORDER

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Cook County Recorder 55.50

EUGENE "GENE" MOORE  
MARKHAM OFFICE

AGREEMENT, made this 26TH day of September, 2000,  
between

LARRY HOOVER, 10207 S. HOXIE, CHICAGO, ILLINOIS 60617, Seller, and

SABRINA HOOVER, 9924 S. KEDZIE-UNIT 1E, EVERGREEN PARK, ILLINOIS 60805, Purchaser:

WITNESSETH that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's LARRY HOOVER'S, recordable warranty deed with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

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TO BE INSERTED LATER ON EXHIBIT "A"

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Permanent Real Estate Index Number(s): TO BE INSERTED LATER ON EXHIBIT "A"

Address(es) of premises: 10207 S. HOXIE, Chicago, Illinois, 60617

and Seller further agrees to furnish to Purchaser on or before September 29, 2000, at Seller's expense, but ordered by Purchaser from World Title Insurance Company, the following evidence of title to the premises: An owners title insurance policy in the amount of the sales price, issued by World Title Insurance Company. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

LARRY HOOVER, 10207 S. HOXIE, CHICAGO, ILLINOIS 60617



the price of \$100,000.00 (Fifteen Thousand and 00/100) Dollars in the manner following, to-wit:

\$30,000.00 as A GIFT OF EQUITY FROM SELLER.

\$ 781.00 due on or before September 24, 2000.

Balance due on or before December 31, 2000.

Seller is father of buyer.

Seller agrees to payoff the amounts that the buyer owes to Grt Sub Acc (Account Number 64313701) \$9,266.00 and Wffinacct (Account number 1802249727160192) \$6,353.00

Seller agrees to pay buyer's closing costs.

with interest at the rate of 8 per cent per annum payable on the whole sum remaining from time to time unpaid after December 31, 2000.

Possession of the premises shall be delivered to Purchaser on September 29, 2000

\_\_\_\_\_, provided that the Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General real estate taxes for the years 1999 and 2000 are to be prorated at 110% of the previous years real estate taxes if the bill has not been issued by Cook County from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 2000 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste, Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 8 per cent per annum until paid.
4. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
5. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto. The parties hereto agree that the Purchaser has a right to request a two month extension of time in which to pay the balance due by serving written notice upon the Seller of his wish to do so. Purchaser shall immediately consider the extension granted upon requesting the extension.
6. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm, and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.
7. If Purchaser fails to pay insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 8 per cent per annum until paid.

8. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.
9. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the determination of the Circuit Court of Cook County.
10. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions 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 Seller against Purchaser on or under this agreement. This paragraph applies equally upon a breach of this agreement by Seller.
11. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given. This paragraph applies equally upon a breach of this agreement by Seller.
12. If there be more than one person designated herein as "Seller" or as "Purchaser" such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.
13. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 10207 S. HOXIE, CHICAGO, ILLINOIS 60617 or to Purchaser at 9924 S. KEDZIE-UNIT 1E, EVERGREEN PARK, ILLINOIS 60805, or to the last known address of either party, shall be sufficient service hereof. Any notice or demand as provided herein shall be deemed to have been given or made on the date of mailing.
14. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
15. Seller 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 before the execution of this contract has been received by the Seller, his principal or his agent that has not been disclosed to Purchaser as of the date of execution of this contract.
16. The purchaser has the right to record, with the Cook County Recorder of Deeds, a memorandum of this agreement which has been signed by the seller.
17. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

*Larry Hoover*  
SELLER

*Sabrina Hoover-Cage*  
PURCHASER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
PURCHASER

Property of Cook County Clerk's Office

EXHIBIT A

LOT 46 AND THE NORTH 13.4 FEET OF LOT 45 IN BLOCK 192 IN SOUTH CHICAGO, BEING A SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 12 AND SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1875 IN BOOK 9 OF PLATS AS DOCUMENT NO. 42641, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-12-430-067

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