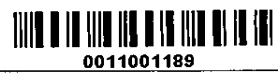


COOK COUNTY
RECORDER
EUGENE "GENE" MADORE
MARSHAL'S OFFICE

UNOFFICIAL COPY

Contract for Special Warranty Deed

1. This contract made this, the 3rd day of April, 1962, by and between
LORRIE BUILDERS, INC.



of Cook County, Illinois, as first party, and

David J. Jenkins and Carol G. Jenkins, his wife

of Cook County, Illinois, as second party. It is agreed that first party shall include the seller, or sellers, herein referred to, and his, her, their, or its, successors and assigns; that second party shall include the purchaser, herein referred to, and his, her, their, or its, successors and assigns; that the singular shall include the plural and the masculine shall include the feminine and the neuter; and that first party, his successors and assigns, and second party his successors and assigns, shall be jointly and severally bound by all of the provisions of this contract.

2. First party agrees that if the second party shall make the payments and perform the agreements herein agreed to, first party will convey, by special Warranty Deed, to the second party, the following described premises, to-wit:

Lot 30 and 31 in Block 16 in Arthur T. McIntosh's Midlothian Manor, being a subdivision of the West 1/2 of the N.W. 1/4 of Section 11 and the S.W. 1/4 of the S.W. 1/4 of Section 2, Township 36 North, Range 13 East of Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 14607 Avers Ave., Midlothian, Ill.

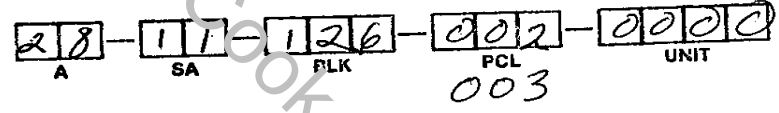
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6809/0013 83 003 Page 1 of 2

Subject to easements and conditions of record. 2001-10-26 11:56:28
Cook County Recorder 23.50

Purchasers shall have the right to make additional principal payments at any time, including payment in full, without any penalty or premium.

PROPERTY INDEX NUMBERS



3. Second party, in consideration of said agreement to convey, covenants and agrees to pay to first party or assigns, at its office, or, when and as directed, at the office of any assignee and owner of this contract, or at the office of any agent of such assignee and owner, the principal sum of

Fifteen Thousand Two Hundred Fifty and no/100-----Dollars (\$15,250.00)

and such additional sums as may be advanced hereinafter by the first party to the second party, together with interest at the rate of Six & 1/4 per centum (6 1/4%) per annum, said principal and interest to be payable in monthly installments of

Ninety Eight and no/100 ----- Dollars (\$98.00) beginning on the first day of

April A.D. 1962, and a like sum on the first day of each and every month thereafter, until the entire principal is fully paid. The said monthly installments shall be first applied to interest upon the unpaid balance and the remainder to principal. The said interest for each month shall be added to the unpaid balance on the first day of said month at the rate of one-twelfth (1/12) of the annual interest rate and shall be calculated upon said unpaid balance due as of the last day of the preceding month. Purchasers shall deposit \$22.00 each month towards tax & ins. Reserve.

Second party hereby waives all homestead rights to the above described property and exemptions under the laws of this State, or any other State, and hereby constitutes and appoints first party as attorney in fact of second party to waive such homestead rights in any court, including courts of bankruptcy, or to apply for and have such homestead set aside and subjected to the payment of the debt herein described.

The principal sum due herein may be prepaid in whole or in part on any monthly installment date, providing the second party will give to the first party, a notice, in writing, not less than twenty (20) days prior to such monthly installment date, of its intention of so doing. If the amount prepaid equals or exceeds 20% of the original sum, in any one year, the first party shall have the right to charge six (6) months' interest on the amount so prepaid. In the event of any prepayment, any sums due hereunder shall not be treated as in default at any time so long as the unpaid balance of principal, additional advances, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above.

It is further specifically agreed that, at any time any payment upon said indebtedness is in default, the entire unpaid balance shall bear interest at the rate of seven per cent (7%) per annum during such default. It is agreed that time is of the essence of this contract and that, in the event of the failure to pay any payment herein required when due or properly to perform any other covenant or agreement under this contract, the entire unpaid balance of said indebtedness, at the option of the first party, may be declared to be due and collectible. Unless waived in writing by the holder, second party promises to pay to the holder, in addition to the monthly payments above stated, the equivalent of one twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums and any other charges upon the premises herein described which may be held or invested by first party in the name of second party and said sums of proceeds of said investments may be used from time to time to pay said items, provided, however, that it shall not be obligatory upon the first party to inquire into the validity of any of said items before making payment of the same, and provided further that nothing herein contained shall be construed as requiring the first party to advance other monies for said purposes nor shall he incur any personal liability for anything he may do or neglect to do hereunder.

4. That if the second party shall first make the payments and perform the covenants herein above mentioned and upon the final payment thereunder, the first party shall convey or cause to be conveyed by Special Warranty Deed or Trustees Deed to the second party the premises herein above mentioned. The second party agrees to pay all expenses in connection with the execution and delivery of said Special Warranty Deed or Trustees Deed, including revenue stamps or any other governmental taxes or duties imposed on such deeds of conveyance and also agrees to pay all expenses in connection with the issuance of the Title Insurance Policy subsequent to the date hereof including recording costs. It is specifically agreed that no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in second party until the delivery of Special Warranty Deed or Trustees Deed by first party, or until the full payment of the purchase price at the time and in the manner herein provided.

5. Second party agrees to pay all taxes, assessments and other governmental charges legally imposed on said premises after the date of this contract and all unpaid installments of such taxes, assessments and charges accruing after said date. Second party agrees to keep all buildings on said premises insured at his expense against loss by fire, and any other hazards, as required by first party, in companies acceptable to first party, with appropriate riders showing the respective interests of the parties, acceptable to first party, which insurance policies shall be at all times held by first party. Any insurance proceeds shall be applied to the principal of the indebtedness referred to herein and monthly payments shall be continued on the same basis until said indebtedness is paid in full, or, at the option of first party, may be applied to a restoration of the property. The condition of any improvements upon said premises is known to, and the said improvements in their present condition are accepted by, second party. Second party

252

Carol J. Jenkins
14607 AVERS
MINDLOTHMAN, ILL

500 3-57 55P

Notary Public

A.D. 19

Day of

Given under my hand and Notarial Seal this

Including the release and waiver of the right of homestead.

free and voluntary act, for the uses and purposes therein set forth

signed, sealed and delivered the

subscribed to the foregoing instrument

who

appeared before me this day in person, and acknowledged that
to me personally known to be to the same person, whose name

state aforesaid, do hereby certify that

, a Notary Public in and for said County of Cook, in the

STATE OF ILLINOIS
COUNTY OF COOK

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOBBIE BUILDERS, INC. By *[Signature]*
Witness WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written

8. To further secure the performance of this contract, second party hereby constitutes and appoints, irrevocably, any attorney at law of any court of record of this State to be the true and lawful attorney in fact of second party (1) to surrender the premises herein described to first party and execute, acknowledge and deliver to first party on behalf of second party any instrument necessary or proper to vest all of the title of the second party in first party, including the release and waiver of all homestead rights of second party, or (2) to appear for first party in any court, in term time or vacation, at any time after default in the performance of any obligation under this contract, and confess a judgment against second party, without process, in favor of the holder of this contract, for the unpaid balance of principal and interest, and any other indebtedness hereunder, together with costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceeding and consent to an immediate execution on such judgment, and second party hereby agrees that any such attorneys may accept the affidavit of first party as conclusive evidence of default, and second party hereby ratifies and confirms all that said attorney may do by virtue hereof.

7. In the event second party shall fail to pay any of the payments herein required property when due, or any taxes, assessments, or other governmental charges, or insurance premiums or any part thereof property when due, or perform any other obligations required by this contract, first party, at his option, may from time to time, pay any amount necessary to discharge said obligations, and any such payments shall be added to the unpaid balance of the indebtedness herein referred to and shall immediately become due and payable from second party to first party. In case of failure of second party to make either payments or performance of all damages sustained by first party, and the said first party shall then, or any time thereafter, have the right to re-liquidation of all damages sustained by first party, and the said first party shall then, or any time thereafter, have the right to re-enter and take possession of said premises with or without process of law. Second party specifically agrees not to file any bill in foreclosure herein given to first party shall not be exclusive of any other remedy, but first party shall, in case of default, have every remedy given 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 foreclosure, or any other right herein given. Second party agrees to pay first party all costs, expenses and attorneys' fees, incurred by first party in the enforcement of this contract, and such costs, expenses and attorneys' fees may be included in any judgment based upon this contract.

6. Neither this contract nor any statement, affidavit or other document, in any way referring thereto, shall be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office by second party or any one acting for him. If this contract, or any affidavit or document referring thereto, be so filed, then this contract shall, at the option of the first party, be null and void and of no further force or effect whatsoever, and thereupon all of the rights, claims and demands of second party arising hereunder or because of any act or thing whatsoever, shall thereupon be cancelled and discharged and, in addition thereto, second party agrees to pay to first party all expenses, including court costs and attorneys' fees, incurred by him in any proceeding to remove such contract, affidavit or document from the record as a cloud on the title to the property herein described. Second party agrees not to transfer or assign this contract, or any interest therein, without the previous written consent of first party, and that any assignment or transfer without such previous written consent shall not vest in the transferee or assignee any right, title or interest in this contract or the premises therein described, but shall render this contract null and void, at the option of first party. Second party agrees not to sublet or lease said premises, or any part thereof, for any purpose, except with the previous written consent of first party. No extension, change modification or amendment to or of this contract of any kind whatsoever shall or will be made or claimed by second party except such as may be written hereon and signed by first party and second party.

5. In the event second party shall fail to pay any of the payments herein required property when due, or any taxes, assessments, or other governmental charges, or insurance premiums or any part thereof property when due, or perform any other obligations required by this contract, first party, at his option, may from time to time, pay any amount necessary to discharge said obligations, and any such payments shall be added to the unpaid balance of the indebtedness herein referred to and shall immediately become due and payable from second party to first party. In case of failure of second party to make either payments or performance of all damages sustained by first party, and the said first party shall then, or any time thereafter, have the right to re-liquidation of all damages sustained by first party, and the said first party shall then, or any time thereafter, have the right to re-enter and take possession of said premises with or without process of law. Second party specifically agrees not to file any bill in foreclosure herein given to first party shall not be exclusive of any other remedy, but first party shall, in case of default, have every remedy given 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 foreclosure, or any other right herein given. Second party agrees to pay first party all costs, expenses and attorneys' fees, incurred by first party in the enforcement of this contract, and such costs, expenses and attorneys' fees may be included in any judgment based upon this contract.

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