SAS

INSTALLMENT AGREEMENT FOR WARRANTY DEED (ILLINOIS)

AGREEMENT, made this day of Halter Agreement Strict National Bank in Chicago Heights u/t/a #5910 dated 2/15/85 and CHARLES W.	between.
First National Bank in Chicago Heights u/t/a #5910 dated 2/15/85 and CHARLES W.	MIDDLETON
and TRACY R. MIDDLETON, as Beneficiaries of First National Bank in Chicago	Seller, and
Heights, u/t/a #5910 dated 2/15/85	, ,
HASSAN HASSAN, MUNTHER KOFAHI and NABIL ALNEMER	Purchaser:
WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Si	
covenants and agrees to convey to Purchaser in fee simple by Seller'sstamped	recordable
warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the Cook and State of 1111no1s described as follows:	
PARCEL 1: LOT "A" IN THE RESUBDIVISION OF LOTS 14 TO 29 IN BLOCK 20 IN ORIGINAL CHICAGO HEIGHTS SECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS.	TOWN OF D PRINCIPA
PARCEL 2: LOT 13 IN BLOCK 20, ORIGINAL TOWN OF CHICAGO HEIGHTS, WHICH IS A SUBDIVISECTIONS 20 AND 21, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERINGOOK COUNTY, ILLINOIS.	DIAN, IN
Permanent Real Estaty Index Number(s): 32-20-214-032 (Parcel 1) and 32-20-214-033 (Parcel	1 2)
Address(es) of premises: 1336 Halsted, Chicago Heights, IL 60411	
and Seller further agrees () for nish to Purchaser on or before March 7, 48,2000, at Seller the following evidence of ut'e t) the premises: (a) Owners title insurance policy in the amount of the price First Suburban Title Company, (b) certificate of title issued by the Registrar of Titles of Co. Illinois, (c) merchantable abstraction of ut'e, showing merchantable title in Seller on the date hereof, subject only to specified below in paragraph 1. And Jurc' aser hereby covenants and agrees to pay to Seller, at such place as Sellet time to time designate in writing, and until such designation at the office of Charles W. Middleton and	e, issued by ook County, the matters
Tracy R. Middleton, 17327 Wentworth, Lansing, Illinois 60438	
the price ofNinety Thousand Dollars (490,000.00)	3 7 1
Dollars in the manner following, to-wit:	
The sum of Thirty Thousand Dollars (\$30,000 00) payable to Sellers	
on or before the date of this Agreement and one balance payable	
pursuant to Paragraph 22 of the Rider to the rstallment Agreement.	
with interest at the rate of per cent per annum payable on the whole sum remaining from time to time unpaid.	· ·
Possession of the premises shall be delivered to Purchaser on	
, provided that Purchaser: no then in default under this	agreement.
Rents, water taxes, insurance premiums and other similar items are to be adjusted provide	
delivery of possession of the premises. General taxes for the year 18x200 are to be protated from January 1 to su delivery of possession, and if the amount of such taxes is not then ascertainable, the protating shall be done on the amount of the most recent ascertainable taxes.  It is further expressly understood and agreed between the parties hereto that:	ich date for

- 1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes or the year and subsequent years and all taxes, special assessments and special taxes levied after the date hereot, (b) finistallments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming b, though or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building 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: 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 suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
- 5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
- 6. 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.
- 7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
- 8. 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
- 9. 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 HERETO AND MADE A PART HEREOF payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

\*Strike out all but one of the clauses (a), (b) and (c).

Cook County Recorder سر 11 40" ) **[1]** 

11. 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 determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid. 12. 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 filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or 14. Purchaser shall pay to Sener an costs and expenses, including attorney's rees, incurred by Sener 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 agreement and incurred in any action brought 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 Seller against Purchaser on account of the provisions hereof, and all such Seller against Purchaser on or under this agreement.

15. 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-

16-4. chaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and servic. thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, judgment or it, denotes; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State in this paragraphy it is given by such persons iointly and severally.

17. If there be more 'man 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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 17327 Wentworth, Lensing, IL 60438 or to

Purchaser at 1336 Halsted, Chic go Heights, IL 60411 of either party, shall be sufficient servic: thereof. Any notice or demand mailed as provided herein shall be deemed to have

19. 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.

20. Seller warrants to Purchaser that no notice flort 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 within 10 years of the date of execution of this contract.

21. 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 in validating or affecting the remainder of such provision or

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## UNOFFICIAL COPY

# RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED DATED MARCH 6, 2000 BETWEEN FIRST NATIONAL BANK IN CHICAGO HEIGHTS, TRUSTEE, u/t/a #5910 and CHARLES W. MIDDLETON and TRACY R. MIDDLETON, beneficiaries of TRUST #5910, SELLERS, and HASSAN HASSAN and MUNTHER KOFAHI, NABIL ALNEMER, PURCHASERS

- Purchasers shall tender the sum of Thirty Thousand and no/100 (\$30,000.00) Dollars and the balance of Sixty Thousand and no/100 (\$60,000.00) Dollars payable with no interest as follows: Two Thousand and no/100 (\$2,000.00) Dollars on the first day of May, 2000 and Two Thousand and no/100 (\$2,000.00) Dollars on the first day of each month thereafter for twenty-three (?3) consecutive payments and the remaining balance of Twelve Thousand and no/100 (\$12,000.00) due on the first day of May, 2002.
- 23. The Purchasers accept the improvements on the property in their present condition "as is" and the Purchasers acknowledge that the Sellers have made no representation or warranty as to the condition of the improvements or any part thereof. Purchasers shall be solely responsible for any and all repairs needed or necessary to the property.
- On delivery of the deed to the Purchasers, the Sellers shall pay the cost of state, county and city transfer taxes.
- 25. The Purchasers understand that they may prepay principal at any time hereunder without incurring any penalty therefore.
- The Sellers shall be responsible for real estate taxes for (99) and 2000 as of the date of this Installment Agreement. All remaining 2000 and subsequent years' real estate taxes due after the date of the Installment Agreement shall be the Purchasers' responsibility.
- 27. The Sellers shall be responsible for payment of the charges for the lirst title policy, and the Purchasers shall be responsible for any charges for title policies thereafter
- Purchasers agree to obtain hazard insurance of their own choice covering the premises herein, provided there is an appropriate loss payable clause to Sellers and further, providing that the original of said policy is deposited with the Sellers, with the further understanding that the Purchasers may keep a carbon or photostatic copy thereof for her records.
- 29. If the Purchasers are thirty (30) days late in the payment of the monthly installment payment, they will be considered in default.
- 30. If the Sellers fail to convey to the Purchasers a stamped recordable warranty deed upon final payment of the Installment Agreement, the Sellers will be responsible for attorney's fees and costs incurred by the Purchasers to enforce said conveyance.

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The Sellers hereunder agree that from and after the date of closing, pursuant to the Articles of 31. Agreement for a Warranty Deed that it will not thereafter in any way encumber or cause any lien to attach to said real estate, and the Sellers may not use the parcel of property as collateral for any loan, nor may said parcel of property be pledged for any purpose inuring to the benefit of the Seller.

**PURCHASERS:** 

**SELLERS:** 

GreatBanc Trust Company as Successor to or coop country clerk's Office FIRST NATIONAL BANK IN CHICAGO

MAIL TO:

JOSEPH R. PIGATO 20200 Ashland Avenue Chicago Heights, IL 60411

> EXONERATION CLAUSE IS ATTACHED En to the Mark to part be able.

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company or any of the beneficiaries under said Trust Agrement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company as Successor Trustee to First National Bank f/k/a First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust Np. 10-5910

By Walla Diamette
Ass't V.P. & Sr. Land Trust Officer