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2002-01-24 15:20:04  
Cook County Recorder 43.50



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Recorder's Validation

**INSTALLMENT CONTRACT FOR DEED**

Property Address: 2946 North Wood, Chicago, Illinois

P.I.N.: 14-30-223 045-0000

Legal Description attached.

Cook County Recorder's Office, Please record the attached document, pursuant to the Warranty Deed, recorded May 3, 2001, as document number 0010367237. Thank you.

Property of Cook County Clerk's Office

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## INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASER Harry Smith and Jacquelyn Smith, Address 2946 North Wood; City of Chicago, Cook County; State of Illinois agrees to purchase, and 2946 WOOD, LLC; an Illinois limited liability company of City of Chicago; Cook County; State of Illinois agrees to sell to Purchaser at the PURCHASE PRICE of Five Hundred Fifty Thousand and no/100 Dollars (\$550,000.00) the PROPERTY commonly known as 2946 North Wood, Chicago, Illinois and legally described as follows: SEE ATTACHED LEGAL

(hereinafter referred to as "the Premises") together with all improvements and fixtures, if any, including, but not limited to; All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, water softener (except rental units); existing storm and screen windows and doors and car parking units. All of the foregoing items shall be left on the Premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of final closing.

2. THE DEED:

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchase by a recordable quitclaim deed with release of homestead rights, good title to the Premises subject to the following "permitted exceptions," if any:

- (1) General real estate taxes;
- (2) Regular monthly assessments and any Special assessments confirmed after this contract date;
- (3) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- (4) Zoning laws and ordinances;
- (5) Easements for public utilities;
- (6) Drainage ditches, feeders, laterals and drain tile pipe or other conduit;

17. If the property is other than a detached, single-family home: party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration or condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of regular assessments due after the time of possession and easements established pursuant to the declaration of condominium.

18. Acts done or suffered by Purchaser.

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed Aforesaid.

3. **PAYMENT:** Purchaser hereby covenants and agrees to pay to Seller at Address of Seller, the purchase price of Five Hundred Seventy Five Thousand and no/100 dollars (\$575,000.00) or to such other person or at such place as Seller may from time to time designate in writing. The purchase price shall be paid as follows:

- A. Purchaser has paid \$5,000.00 as non-refundable earnest money to be applied against the purchase price, and;
- B. The balance of the purchase price, to wit: \$545,000.00 to be paid in equal monthly installments representing Seller's current principal and interest payment on Seller's current mortgage loan and continue to pay said amount on the 1st day of each month thereafter until the purchase price is paid in full. ("Installment Payments"), and;
- C. The final payment of the purchase price, and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 31st day of May, 2006, and;
- D. All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this agreement may become a lien on the Premises; third, and to pay insurance premiums failing due after the date of this agreement; and fourth, any overpayments to reduce said unpaid principal balance of the purchase price.

4. **CLOSINGS:** The "initial closing" shall occur on June 1, 2001 at the Law Offices of Brown, Udell & Pomerantz, Ltd., 2950 North Lincoln Avenue, Chicago, Illinois 60657 "Final closing" will occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. **POSSESSION:** Possession shall be granted to Purchaser on June 1, 2001 provided that the full down payment due has been paid to Seller in cash, or by cashier's or certified check on the initial closing date, and further provided that Purchaser on such initial closing date is otherwise not in default hereunder.

6. **PRIOR MORTGAGES:**

- A. Seller reserves the right to keep or place a mortgage or trust deed ("Prior Mortgage") against the title to the Premises. Purchaser acknowledges that Seller's first mortgage on the Premises is in the amount of \$415,500.00. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. In the event Seller is in default under any mortgage on the Premises, Purchaser shall have the unconditional right to pay said mortgage lender directly and cure any defaults thereunder.

7. **AFFIDAVIT OF TITLE:** Seller shall furnish Purchaser at final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, and prior mortgages permitted in paragraph 6.

8. **CONDOMINIUM ASSOCIATION:**

- A. The Premises are subject to a Planned Unit Development Declaration, the Purchaser shall comply with any covenants,

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conditions, restrictions or declarations of record with respect to the Premises as well as the bylaws, rules and regulations of the association.

9. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities and proratable items shall not be adjusted ratably or prorated at the initial or final closing and there shall be no prorations whatsoever. Seller shall pay taxes owed for the period up to the date of possession. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of possession.

10. SELLER'S REPRESENTATIONS:

- A. Seller warrants to Purchaser that it has no knowledge of any notice from any city, village or other governmental authority of a dwelling code violation which exists in the dwelling structure on the Premises herein described.
- C. Seller agrees to leave the Premises in broom clean condition. All refuse and personal property not to be delivered to Purchaser shall be removed from the Premises at Seller's expense before the date or initial closing or possession.

11. PURCHASER TO MAINTAIN: Purchaser shall keep the improvements on Premises and the grounds in as good repair and condition as they now are. Purchaser shall make all necessary repairs and renewals upon said Premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass, heating, ventilating and air conditioning equipment; plumbing and electrical systems and mixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said Premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, Seller may either;

- A. enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this agreement or an interference with Purchaser's possession of the Premises, and make the necessary repairs and do all the work required to place said Premises in good repair and in a clean, sightly, and healthy condition, and Purchaser agrees to pay to Seller, as so much additional purchase price for the Premises, the expenses of the Seller in making said repairs and in placing the Premises in a clean, sightly, and healthy condition; or
- B. Notify the Purchaser to make such repairs and to place said Premises in a clean, sightly, and healthy condition within ten (10) days of such notice and, upon default by Purchaser in complying with said notice, then, Seller may avail himself or such remedies as Seller may elect, if any, from those that are by this Agreement, including the right to default Purchaser under this Agreement or any other right or remedy at law or equity provided.

12. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the Premises to Purchaser, Purchaser also shall receive possession of the personal property to be sold to Purchaser pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the Premises, but

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until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the Premises without the prior written consent of the Seller.

## 13. INSURANCE:

- A. Purchaser shall from and after the time specified in Paragraph 4 keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on Premises with a company, or companies, reasonably acceptable to Seller and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof for the benefit of the parties hereto, as their interests may appear; such policy or policies shall be held by Seller, and Purchaser shall pay the premiums thereon when due. Insurance shall meet insurer's coinsurance requirements.
- B. In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction or such damaged or lost improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.
- C. Purchasers shall keep all buildings at any time on the Property 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. Purchaser shall procure and continue in force in the names of Purchaser and Seller, general liability insurance against any and all claims for injuries to persons or property occurring in the Property, such insurance to beat all times in an amount not less than One Million (\$1,000,000.00) Dollars for injuries to persons in one accident, One Million (\$1,000,000.00) Dollars for injuries to any one person and Five Hundred Thousand (\$500,000.00) Dollars for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller in his sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Seller and shall deliver to Seller at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

14. TAXES AND CHARGES: It shall be Purchaser's obligation to pay at Purchaser's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, condominium association assessments and charges now or hereafter levied or assessed or charged against the Premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

15. **FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any provided in paragraph 3, Seller may request, at any time during this Agreement, that Purchaser shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day or each month subsequent to the date or initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the Premises, and the estimated annual premiums for the insurance coverage's required to be kept and maintained by Purchaser, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement. Seller has option to have purchaser pay insurance and assessments directly. It is acknowledged between Seller and Purchaser that no tax or insurance escrows are initially being required by Seller under this Agreement.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

16. **PURCHASER'S INTEREST IN IMPROVEMENTS:** In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said Premises by the Purchaser or others shall belong to and become the property of the Seller without liability or obligation of Seller's part to account to the Purchaser therefor or for any part thereof.

19. **LIENS:** Purchaser shall not permit any mechanics', judgment or other liens to attach to the Premises.

18. **PERFORMANCE:**

A. If Purchaser:

- (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within one-hundred twenty (120) days after written notice to Purchaser; or
- (2) defaults in the performance of any other covenants or agreements hereof and such default is not cured by Purchaser within one-hundred twenty (120) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity:
  - (a) maintain an action for any unpaid installments;
  - (b) declare the entire balance due and maintain an action for such amount;
  - (c) forfeit the Purchaser's interest under this Agreement and retain all sums paid in full satisfaction of any claim against Purchaser by filing and recording a

declaration of forfeiture in the office of the Cook County Recorder, and; in such event, all of Purchaser's interest in the Premises, whether legal, equitable or otherwise, shall be forfeited to Seller as of the date of the recording of said declaration of forfeiture and Purchaser shall not be entitled to a return or refund of any monies paid to Seller under this Agreement. In the event Purchaser is personally in possession of the Premises on the date of the recording of said declaration of forfeiture and upon Purchaser's failure to surrender possession, Seller may maintain an action for possession under the Forcible Entry and Detainer Act to dispossess Purchaser from the Premises.

- B. As additional security in the event of an uncured default, Purchaser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of the, Seller may collect any rent due and owing and may seek the appointment of a receiver.
- C. If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller or declare Purchaser in Default as provided herein.

## 19. DEFAULT FEES:

- A. Purchaser shall pay all attorney's fees, costs and expenses incurred by the Seller in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, or in defending any proceeding to which Seller is made a party defendant (or creditor in the event of Purchaser's bankruptcy or being declared insolvent) as a result of the acts or omissions of Purchaser or any default under this Agreement.
- B. (1) All rights and remedies given to Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement.
- (2) no waiver of any breach or default hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this Agreement by Purchaser or Seller, or after the termination of Purchaser's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the Premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

20. **NOTICES:** All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipts requested to the parties addressed if to Seller at the address listed below or if to the Purchaser at the address of the Premises. Notice shall be deemed made when mailed or served.

21. **ABANDONMENT:** One-hundred twenty (120) days' physical absence by Purchaser with any installment being unpaid, or removal of the substantial portion of Purchaser's personal property with installments being paid, and, in either case, reason to believe Purchaser has vacated the Premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the Premises by Purchaser. In such event, and in addition to Seller's remedies set forth in Paragraph 21, Seller may, but need not, enter upon the Premises and act as Purchaser's agent to perform necessary decorating and repairs and to re-sell the Premises outright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the Premises and Purchaser's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment to Seller to Purchaser.

25. **SELLER'S ACCESS:** Seller may make or cause to be made reasonable entries upon and inspection of the Premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the Premises.

26. **CALCULATION OF INTEREST:** Interest for each month shall be added to the unpaid balance on the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of initial closing.

27. **ASSIGNMENT:** The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Purchaser lease nor sublet the Premises, or any part thereof, without first having obtained the written consent of Seller, which said consent shall not be unreasonably withheld. Any violation or breach or attempted violation or breach of the provision of this Paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said Premises in any such transferee, pledgee, assignee, lessee or sub-lessee but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to default or forfeiture hereof.

28. **FINAL CLOSING:** Provided Purchaser is not and has not been in default under this Agreement, Purchaser shall be entitled to delivery of a Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Purchaser under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Purchaser provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole, or in part from sums due hereunder from Purchaser. The repayment of the prior mortgage shall be



supervised and administered by Purchaser's mortgage lender, if any, at no cost (title or otherwise) whatsoever to Seller. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Purchaser. In the event Purchaser does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Purchaser, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the Seller. At the time of delivery of the Deed, Purchaser and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Purchaser, and Purchaser shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance including the City of Chicago Real Estate Transfer Tax with regard to the transfer of title to Purchaser.

29. **RECORDING:** The parties may record this Agreement or a short form memorandum thereof at Purchaser's expense.

30. **RIDERS:** NONE

31. **CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

32. **PARTIAL INVALIDITY:** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of these Articles, or the application thereof to any other person or circumstance, and the remaining provisions or the application of the remaining provisions of this Agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this Agreement is and shall be severable.

33. **BINDING ON HEIRS:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser.

34. **JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated "Seller" or "Purchaser" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Premises.

35. **REAL ESTATE BROKER:** Purchaser represents and warrants that no real estate brokers were involved in this transaction.

36. **RISK OF LOSS:** The Uniform Vendor Purchaser Risk Act shall be deemed applicable to this Agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

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37. **NO PREPAYMENT PENALTY:** Purchaser shall have an unlimited prepayment privilege without penalty.

38. **NOTICES AND DEMANDS:** All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller and Purchaser at Brown, Udell & Pomerantz, Ltd., attention Glenn L. Udell, 2950 North Lincoln Avenue, Chicago, Illinois 60657 and with a copy to Purchaser at the address of the Property shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

39. **PURCHASER'S ADDITIONAL COVENANTS:** Purchaser, between the possession date and the final payment date, shall:

- A. keep the property in good condition and repair, without waste, and free from mechanics' liens and other liens or claims for lien;
- B. comply with all requirements, and remedy any violations, of law, municipal ordinances or restrictions of record with respect to the property and the use thereof;
- C. not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance), without, in each case, Seller's written consent;
- D. not suffer or permit any change in the general nature of the property, without Seller's written consent;
- E. not enter into any occupancy leases on the property without Seller's written consent;
- F. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser. At all times comply with the Condominium Declarations and by-laws encumbering the Property.

40. **BANKRUPTCY:** In the event of the filing prior to the final payment date of any proceedings by or against Purchaser for the adjudication of Purchase as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or any state, Seller may at its option (but shall not be obligated to) terminate this Agreement in which case all installments made hereunder shall be forfeited to Seller as stated above, and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those above.

41. **REQUIREMENTS FOR MODIFICATION:** No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

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42. **GOVERNING LAW:** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

43. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

44. **PURCHASER/SELLER RELATIONSHIP ONLY:** Nothing herein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any type of fiduciary relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.

45. **TIME:** Time is of the essence of this Agreement.

46. **LATE CHARGE:** Any payment not made within five (5) days of its due date shall bear a late charge of \$250.00.

47. **DUE ON SALE CLAUSE:** It is expressly understood by and between the parties hereto that the Seller presently has a mortgage and that said mortgage provides a due on sale clause. Purchaser expressly agrees that should the mortgagee declare the balance due and payable, it is the Purchaser's sole obligation to obtain financing in order to satisfy said mortgagee. Any payment to the mortgagee by Purchaser shall be considered as a prepayment of the purchase price due hereunder.

48. **REPAIRS AND IMPROVEMENTS:** Every contract for repairs and, improvements on the Premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the Premises or either party's interest therein, and no contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred Dollars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes, repairs or alterations without the prior written consent of the Seller.

49. **POSSESSION ESCROW:** If the parties agree to delay the delivery of possession beyond closing, Seller shall deposit in escrow with the listing Realtor, or if there is none with the Seller's Attorney, the sum of 2% of the sale price to guarantee that possession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow fund shall be paid to Seller. If possession is not so delivered, the escrowee shall pay to Purchaser from the escrow funds the sum of one-fifteenth (1/15th) of the deposit per day for each day or portion thereof possession is withheld from Purchaser after the agreed date.

50. **COSTS AND ATTORNEY FEES:** In the event of litigation under this Agreement, the prevailing party shall be entitled to all costs, expenses and attorney's fees associated with said litigation.

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IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE  
HEREUNTO SET THEIR HANDS AND SEALS THIS 1st DAY OF June, 2001.

SELLER:

By: [Signature]  
Authorized Agent

(Seal)

PURCHASER/PURCHASER:

[Signature]  
Harry Smith

(Seal)

[Signature]  
Jacquelyn Smith

(Seal)

Property of Cook County Clerk's Office

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Legal Description

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## PARCEL 1:

THE EAST 18.83 FEET OF THE WEST 99.36 FEET OF LOT 2 IN WELLINGTON PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1999 AS DOCUMENT NUMBER 09079864, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF COVENANTS; CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS FOR WELLINGTON PARK HOMEOWNERS ASSOCIATION RECORDED DECEMBER 11, 2000 AS DOCUMENT NUMBER 00970524.

"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANCES TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN."

"THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STILATED AT LENGTH HEREIN."

THE TENANT HAD NO RIGHT OF FIRST REFUSAL.

ADDRESS: 2946 NORTH WOOD STREET, #D, CHICAGO, ILLINOIS 60657

PIN: 14-30-223-045

Cook County Clerk's Office