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INSTALLMENT CONTRACT FOR DEED

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

1. SELLER, CARMINE MANDILE and MARIA MANDILE agree to sell to Purchaser, LESZEK HARASIMOWICZ and BEATA HARASIMOWICZ, at the Purchase Price of Ninety-Eight Thousand (\$98,000.00) Dollars for the Property commonly known as 377 and 379 Rimini Court, Palatine, Illinois 60067, and legally described as:

377 Rimini Court, Palatine, Illinois, legally described as follows: PIN # 02-14-100-083-1095

PARCEL 1:

Unit no. 377 in Renaissance Reau Condominium as delineated on a survey of the following described real estate: certain lots in Renaissance Resubdivision, being a resubdivision of part of Renaissance subdivision of part of the North West 1/4 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded September 28, 1977 as Document 24125743, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document 2442968 amended from time to time, together with its undivided percentage interest in the common elements:

PARCEL 2:

Easement of Ingress and Egress for parcel 1 as set forth in the Declaration of Condominium recorded as Document 2442968 and as created by Deed from Chicago Title and Trust Company, a Corporation of Illinois as Trustee under Trust Agreement dated September 10 1973 and known as Trust No. 62945 to Thomas E. Woelfe recorded as Document 26568177

379 Rimini Court, Palatine, Illinois, legally described as follows: PIN # 02-14-100-083-1098

PARCEL 1:

Unit 379 in the Renaissance Reau Condominium as delineated on a survey of the following described Real Estate: certain lots in Renaissance resubdivision, being a resubdivision of part of Renaissance subdivision of part of the Northwest 1/4 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded September 28, 1977 as Document Number 24125743 which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as document Number 24432968, amended from time to time, together with its undivided percentage interest in the common elements.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Condominium recorded as document number 24432968.

(hereinafter referred to as "the premises", "the property", or the "Property") together with all personal property, if any, now on premises.

MAIL TO

PREPARED BY AND MAIL TO: VINCENT SANSONETTI, 8303 West Higgins Road, Chicago, IL 60631

DEPT. OF RECORDING
TRAN 2435 12/16/93 16:50:00 \$43.50
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COOK COUNTY RECORDER

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All of said 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 contract required to be made and performed by said Purchaser, then at the time and in the manner hereinafter set forth, Seller shall for the property described, convey or cause to be conveyed to Purchaser or Purchaser's nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject, only to the following "permitted exceptions", if any:

- (1) General real estate taxes not yet due and payable;
- (2) 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;
- (7) If the property is other than single family home: party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants and conditions of the declaration or condominium or amendments thereto; if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

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 a deed aforesaid.

3. PAYMENT:

Purchaser hereby covenants and agrees to pay to Seller the purchase price of Ninety Eight Thousand (\$98,000.00) Dollars or to such other person as Seller may designate in writing. The purchase price shall be paid as follows:

A. Purchaser will pay to Seller as initial earnest money the sum of \$2,000.00 for each Unit; therefore, a total of \$4,000.00, and shall pay at closing the sum of \$94,000.00 for both Units, as follows:

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STATE OF ILLINOIS
COUNTY OF COOK

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B. The balance of the Purchase Price, \$94,000.00 shall be paid in equal monthly installments of 689.75 each (includes principal and interest at the rate of Eight (8%) percent per annum amortized over 30 years) commencing on the first day of January 1st, 1994 and 689.75 on the first day of each month thereafter. The final payment of the principal balance plus all accrued interest and other charges as hereinafter provided shall be due and payable on December 31st, 1998.

C. 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; and second to reduce said unpaid principal balance of the purchase price.

4. CLOSINGS:

The "initial" closing shall occur on December 1st, 1993 "Final" closing shall 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 December 1st, 1993, provided that the full down payment of \$4,000.00, 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. Any pro-rations in favor of Purchaser shall be deducted from the balance of the purchase price.

6. PRIOR MORTGAGES:

A. Seller reserves the right to maintain a mortgage against the title to the premises, the lien of which mortgage shall, at all times notwithstanding that this contract is recorded, be prior to the interest that Purchaser may have in the premises.

B. In the event Seller shall fail to make any payment on the indebtedness secured by a mortgage or shall suffer or permit there to be any other breach of default in the terms of any indebtedness or mortgage, Purchaser shall have the right, but not the obligation, to make such payments or cure such default and to offset incidental costs, expenses and attorney's fees attendant thereto incurred by Purchaser to protect Purchaser's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

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7. TITLE

A. At least one business day prior to the initial closing, Seller shall furnish or cause to be furnished to Purchaser at Seller's expense a commitment issued by a title company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to:

- (1) the general exceptions contained in the policy;
- (2) the "permitted exceptions" set forth in paragraph 2;
- (3) prior mortgages permitted in paragraph six;
- (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing;
- (5) acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under Purchaser.

B. If the title commitment discloses unpermitted exceptions, the seller shall have thirty days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the time specified above as to such exceptions, within the specified time, the Purchaser may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) days period to take title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Purchaser does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by purchaser hereunder shall be refunded.

C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of good title therein shown as to all matters insured by the policy, subject only to special exceptions therein stated.

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D. If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Purchaser which may become liens, the Seller may declare this agreement null and void and all earnest money shall be returned to the Purchaser.

8. AFFIDAVIT OF TITLE:

Seller shall furnish Purchaser at final closing with an Affidavit of Title. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said trust. All parties shall execute an "ALTA" Loan and Extended Coverage Owner's Policy Statement and such other documents as are customary or required by the issuer of the commitment for title insurance.

9. PRORATIONS:

General Real Estate Taxes shall be prorated as of the day of final closing.

10. SELLER'S REPRESENTATIONS:

A. Seller expressly 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 on the premises herein described before this agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this agreement that has not heretofore been corrected or dismissed.

B. 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 of 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 are now, ordinary wear and tear excepted. 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 fixtures, 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:

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A. notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21) and, upon default by purchaser in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this agreement or at law or equity provided.

B. 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 and healthy condition, and Purchaser agrees to pay to Seller, as to much additional purchase price for the premises, the expenses of the Seller in making the repairs and in placing the premises in a clean, sightly and healthy condition.

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 premises, but 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 Seller.

13. INSURANCE:

A. 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 of 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 the purchase price.

B. 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 and in the names of Purchaser and

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

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Seller, general liability insurance against any and all claims for injuries to persons or property occurring in the Property such insurance to be at all times in an amount not less than Three Hundred Thousand Dollars for injuries to persons in one accident, One Million (\$1,000,000.00) Dollars for injuries to any one person and Fifty 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 its sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Seller and shall deliver to Seller at least ten (10) 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:

Other than as provided herein, 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 charges against the premises or any part thereof of any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore, within thirty days after its due date.

15. PURCHASER'S INTEREST 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 or Seller's part to account to the Purchaser therefor or for any part thereof.

16. LIENS:

Purchaser shall not permit a lien judgment or other lien to attach to the premises.

17. 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 Thirty (30) days of written notice to Purchaser, or

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(2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) 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:

(i) maintain an action for any unpaid installments;

(ii) declare the entire balance due and maintain an action for such amount;

(iii) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

B. As additional security in the event of 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.

D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfeited and determined if within twenty (20) days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this agreement.

18. DEFAULT FEES:

A. Purchaser or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in defending any proceeding to which Purchaser or Seller is made a party defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

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B. (1) All rights and remedies given to the Purchaser or 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 of either party 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 expressly waived.

19. 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 receipt requested at the address of such party specified herein. Notice by mail shall be deemed made when mailed.

20. ABANDONMENT:

Fifteen 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 an abandonment of the premises by Purchaser. In such event, and in addition to Seller's remedies set forth in paragraph 17, 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's interest therein shall thereby pass under this agreement as a bill of sale to Seller without additional payment to Seller by Purchaser.

21. 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.

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22. 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.

23. 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. 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 forfeiture hereof.

24. FINAL CLOSING:

Purchaser shall be entitled to delivery of the 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 of delivery of the Deed, Purchaser and Seller shall execute and furnish such real estate transfer declaration 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 with regard to the transfer of title to Purchaser unless otherwise provided in the local ordinance.

25. RECORDING:

The parties shall record this agreement or a short form memorandum thereof at Purchaser's expense.

26. RIDERS:

The provision contained in any rider attached hereto are and for all purpose shall be deemed to be part of this agreement as though herein fully set forth.

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COOK COUNTY CLERK'S OFFICE

For any and all information regarding the above case, please contact the Cook County Clerk's Office at (630) 318-2000. The Clerk's Office is located at 100 North Dearborn Street, Chicago, Illinois 60602. The Clerk's Office is open from 9:00 AM to 5:00 PM, Monday through Friday. For more information, please visit our website at www.cookcountyil.gov.

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27. 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, and the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

28. PROVISIONS SEVERABLE:

The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

29. 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.

30. 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 designations his or her attorney-in-fact to do or perform any act or agreement with respect to this agreement of the premises.

31. REAL ESTATE BROKER:

If there is a broker involved, Seller shall pay the brokerage commission of said broker in accordance with a separate agreement between Seller and said broker at the time of initial closing.

32. RISK OF LOSS:

Purchaser shall bear all risk of loss to the Property after the date of the initial closing. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

33. NO PREPAYMENT PENALTY:

Purchaser shall have the right to prepay any amount of principal or interest due Seller hereunder at anytime without penalty.

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34. EXCULPATORY CLAUSE:

If property is held in trust the trustee may add to this agreement its standard exculpatory clause.

35. 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 mechanic's 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 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 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.

36. 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.

37. 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.

38. 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.

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39. PURCHASER/SELLER RELATIONSHIP ONLY:

Nothing contained herein 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.

40. 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 (\$500.00) Dollars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

41. COSTS AND ATTORNEYS FEES:

Any party in default or in breach of the terms of this Agreement shall pay to the other party all costs and expenses including Attorney's fees incurred in enforcing any of the covenants and provisions of this agreement.

42. PURCHASER'S INTEREST.

No right, title or interest, legal or equitable, in the premises or any part thereof shall vest in the Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the price price at the times and in the manner herein provided is made.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HEREUNDER SET THEIR HANDS AND SEALS THIS 1st DAY OF DECEMBER, 1993.

SELLER:

Carmine Mandile
CARMINE MANDILE

Maria Mandile
MARIA MANDILE

PURCHASER:

Leszek Harasimowicz
LESZEK HARASIMOWICZ

Beata Harasimowicz
BEATA HARASIMOWICZ

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