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Doc#: 0422539002 Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 08/12/2004 08:52 AM Pg: 1 of 6

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COUNTY COUNTY CONTY CO REAL ESTATE INSTALLMENT SALES CONTRACT

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UNOFFICIAL COPY REAL ESTATE INSTALLMENT SALES CONTRACT

Seller: Lynette Nash

Buyer: Denise White Matthews

Mutual Covenants:

If Buyers shall make the payments and perform the covenants of Buyers herein contained, Sellers agree to convey to Buyers, in fee simple, on and subject to the other terms, conditions, and matters hereinafter set forth, by a recordable, general warranty deed with release of homestead, the following described real estate, together with all improvements and appurtenances thereon:

See Attached Legal Description

P.I.N. 30-07-131-025-0000

situated in Cook County, Illino's and commonly known as 1075 Harding Avenue Calumet City, Illinois 60409.

Due-on-Sale Clauses:

The mortgagors covenant not to suffer or permit without the written permission or consent of the mortgagee being first had and obtained, a sale, assignment, or transfer of any right, title, or interest in and to said property, or any portion thereof, or any of the improvements, apparatus, fixtures, or equipment that may be found in or on said property.

No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Buyers until the delivery of the deed aforesaid by Sellers or until full payment of the purchase price by Buyers.

Price and Payment

Buyers agree to pay to Sellers at Chicago, Illinois or at such other place as Sellers may periodically designate in writing, the sum of one hundred forty-thousand & 00/100 dollars (\$140,000) at a rate of eight hundred seventy-four & 96/100 dollars (\$874.96) per month on the first day of each and every month hereafter commencing on per of per the periodical of the period

If any payment due hereunder is more than ten (10) days late, a delinquent charge of five percent (5%) of the past due payment shall be due and immediately payable to Sellers by Buyers.

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Prorations

Real estate taxes are to be prorated from January 1 through the date of possession. If the amount of such taxes is not then ascertainable, the proration shall be on the basis of the most current adjusted tax information. All unpaid special assessments shall be paid by Sellers. Rents, premiums under assignable insurance policies, water, sewer, or any other prepaid utility charges, fuels, prepaid service contracts, and any other similar items shall be adjusted ratably as of the time of possession.

Possession

Sellers shall deliver possession of the premises to Buyers at closing.

Insurance

Buyers assume all risk and responsibility for any accidents, injuries or damages to persons or property, as to themselves or others, on or about the premises occurring subsequent to the date of possession and, to the extent allowable by law, agree to hold Sellers harmless from any and all liability therefrom, including reasonable attorneys fees and court costs. Buyers shall at all times during the term of this Contract:

- a. Keep the improvements on the premises constantly insured by an insurance company or companies licensed to do business in the State of Illinois against loss by fire with extended coverage for a sum not less than their tuli insurable value, loss, if any, to be payable to the parties hereto and any mortgagee as their respective interests may appear. At the option of Sellers, such proceeds shall be applied to the rapair or replacement of the premises; any proceeds not so used shall be applied on the balance due hereunder. Proceeds shall mean the gross amount paid under any such policy less any expenses that Buyers may incur to obtain any payments under such policies.
- b. Obtain and keep in effect public liability insurance, naming the Sellers and any mortgagee as additional insureds.

Improvements; Liens

Buyers shall make no improvements on the premises, make no structural randifications, nor remove any improvements from the premises without the written consent of Sellers, which consent shall not be unreasonably withheld. Buyers shall keep the premises free and clear of all liens or claims for lien of any nature unless Buyers in good faith contest same, in which event Buyers shall, at Sellers request, furnish a bond satisfactory to Sellers to indemnify Sellers from all loss or expense by reason thereof. Any improvements made to the premises shall, in the event this Contract is forfeited, be and remain the property to Sellers.

Waste

Buyers agree to and shall keep the premises and the improvements thereon in a good state of repair and will maintain the same in as good condition as on the date of possession and will not commit waste or allow the same to deteriorate. If Buyers fail to make any necessary repairs or to undertake necessary maintenance or suffer or commit waste, Sellers may, but shall not be required to make such repairs or maintenance or eliminate such waste, and the cost thereof shall immediately be paid by Buyers, by adding such costs to the Contract balance due

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hereunder. Sellers shall, at reasonable times and upon reasonable notice, have the right to inspect the premises to determine compliance herewith.

Dwelling Code Violations

Sellers warrant that no notice from any city, village, or other governmental authority of a dwelling code violation that existed in any dwelling structure located on the premises before the date of this Contract has been received by the Sellers, their principal, or their agent within ten years of the date of this Contract.

Sellers further warrant that they are aware of no current dwelling code violations now affecting the premises.

Assignment

Buyers shall have no right to lease, sell, contract to sell, transfer, convey, or assign their interest or any part thereof under this Contract or the real estate herein described without the written consent of Sellers, which consent shall not be unreasonably withheld. Without such consent, no such lease, sale, contract of sale, transfer, conveyance, or assignment shall be effective, and Sellers have the option to forfeit this Contract in accordance with law or declare the entire unpaid balance of this Contract que and payable by Buyers without further notice from Sellers.

Buyers agree that any attorneys fees, court costs, expenses, delinquent real estate taxes or assessments, or other liens paid by Selier, for which Buyers are liable or that Sellers incur to protect their interest in the premises by reason of acts or inaction of Buyers shall be added to the principal due hereunder and interest computed thereon at the rate previously state. Such items shall become due and payable upon Sellers demand. Any such items properly the liability of Sellers paid by Buyers shall reduce the principal balance due, or, at Buyers option, such payments may be used to set off the monthly obligations liereunder as they become due.

Non-Waiver of Rights

Failure on the part of either party to exercise any rights or remedie; upon any default shall not be deemed to be a waiver of any of the terms and conditions of this Contract and shall not preclude either party from the exercise of any such rights or remedies upon any subsequent default.

Notices

Any notice required under this Contract or by Illinois law relating to forcible entry and detainer or foreclosures, including any notice of intention to forfeit, declaration of forfeiture, or demand for possession, shall be in writing and shall be deemed served on Sellers or Buyers when personally delivered or deposited for mailing by registered or certified mail, return receipt requested, to the parties at the addresses set forth herein, unless Sellers or Buyers shall notify the other, in accordance with the terms hereof, of a different address for receipt of notices. Any notices required by law may also be served in the manner provided in such law.

Time of the Essence; Binding Effect

Time of payment and performance of all other obligations of the parties is of the essence of this Contract, and all covenants herein contained shall extend to and be obligatory on the heirs,

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legatees, personal representatives, successors and assigns of the parties.

Attorneys Fees

In the event that either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default shall be entitled to recover for reasonable attorneys fees and court costs incurred whether said attorneys fees are incurred for the purpose of negotiation, trial, appellate, or other legal service. Buyers agree that attorneys fees, court costs, and accrued real estate taxes are recoverable by Seliers even though the property may be forfeited, the balance accelerated, or the property foreclosed on under the provisions hereof.

Compliance with All Laws

Buyers shall at all times use and maintain the premises in accordance with all applicable laws, ordinances, and regulations.

Transfer Taxes/Revenue Stamps

All real estate transfer taxes shall be paid when due by Sellers, or, at the option of Buyers, such amounts may be credited against the final payment due hereunder.

Passing of Title

No right, title, or interest, legal or equitable, in the premises or any part thereof shall vest in Buyers until the delivery of the deed aforesaid by Sellers, or until full payment of the purchase price by Buyers.

Cumulative Rights

Each right, power, and remedy herein conferred on Sellers is cumulative of every other right, power, and remedy herein conferred on Sellers is cumulative of every other right, power, or remedy of Sellers, whether herein or by law conferred, and the exercise of one or more of the same shall not be deemed or considered an election of remedies.

Default

If Buyers fail to make any payment or perform any other covenant as provided norein, at the option of Sellers (in addition to any other remedies available to Sellers):

a. This Contract shall, after 30 days written notice, be forfeited and determined, and Buyers shall forfeit all payments made on this Contract, and such payments shall be retained by Sellers in full satisfaction in liquidation of all damages by Sellers sustained and Sellers shall have the right to reenter and take possession of the premises; or b. The entire balance, including both principal and interest, may, after 30 days written notice, become due and payable or c. After 30 days written notice, the Sellers may require immediate payment in full of all sums secured by this Contract without further demand and may foreclose this Contract by a judicial proceeding and may obtain a deficiency judgment if the proceeds of the foreclosure sale are insufficient to satisfy the debt due under this Contract.

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In the event of such election, Buyers may cure such default or breech at any time prior to entry of judgment for such amount, whereupon this Contract shall continue and remain in force the same as if no acceleration or default had occurred.

Waiver of Homestead

Buyers waive all right of homestead exemption in the property.

Severability

The obligations under this contract are joint and severable with respect to all buyers.

Entirety of Agreement

This Contract contains the entire agreement between the parties, and NO ORAL REPRESENTATION WARRANTY, OR COVENANT exist outside of this Contract.

In witness whereof, the parties to this Contract have hereunto set their hands and seals in duplicate on the day here hafter set forth.

Dated: /

Subscribed and sworn to before me

Notary Public

OFFICIAL SEAL WALTER R. DALE Notary Public, State of Illinois

My Commission Expires 09/20/06

BARBARA SCOTT C/O FIRST PRIORITY MORTAGE 8555 S. COTTAGE GROVE CHICAGO, IL 60619