day of .

.... , hetween

AGREEMENT, made this. Jacque L Johnson Bahr

. Sellor, and

Carlos Martinez and Teresa Martinez, his wife

WITNESSETII, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby

covenings and agrees to convoy to Parchiser in fee simple by Sellor's \_\_\_\_\_\_\_ recordable warranty deed, with waiver of homestead subject to the matters horeigniter specified, the promises situated in the County of described as follows: and State of

vand 5

Lot 5 and 4 in Block 6 in Michigan Central Addition, a Subdivision of Athe Northwest Quartor of the Southwest Quarter of Section 6 Township 36 Borth Range 15 East of the Third Principal Maridian, Cook County, Illinois

2555 TRAN 4362 09/01/92 11:17100 1588 4 5 4-92-646830 COOK COUNTY RECORDER

Permanent Ind x Number: 30-06-303-040-0000-011-

Address of Promises: 14315 S. Manasten, Burnham, 111inois 60633

and Seller further agrees to target to Purchaser on or before Juno 7. 19.92, at Seller's expense, the following evidence of title to the premises: (a) FRANCE CONSTRUCTION OF THE PROPERTY OF 

THIS IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION ---

the price of Etghey Suvan Thousand Nino llund ed (87,900.00) Dollars in the manner following, to-wit:

See Attached Rider A.

RE-REGORDED DOCUMENT

with interest at the rate of 10% per cent per annum payable. Monchly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on ...

, provided that Purchaser is 1974 in In default under this agreement. Rents, water taxes, insurance premiums and other similar items are table adjusted provided. Fig. of the date provided herein for delivery of possession, and if the amount of such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the provaing small be done on the basis of the

amount of the most recent ascertainable taxes. It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Sellor shall be expressly subject to the following: (a) general taxes for the year and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofare tevied falling due after date hereof; (c) the rights of all persons claiming by, the such or under Purchaser; (d) ensoments of record and party-walls and party-wall agreements, if any; (e) building, building lin, and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) road, hiphways, streets and alleys, if any;

Purchaser shall pay before account 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 daplicate 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 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 102 per cent per annum until paid.

d. Purchaser shall not suffer or permit any mechanic's then 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 lies or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Parchaser 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 assigned 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 lense 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 aforosaid 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 purties

9. Purchaser shall keep all buildings at any time on the premises insured in Soller's name at Purchaser's expense against loss by fire, lightning, windstarm and extended coverage risks in companies to be approved by Soller in an amount at least equal to the sunt remaining unpuid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the polleies therefor to Seller:

Date: 08/23/2004 04:10 PM Pg: Cook County Recorder of Deeds Fee: 8

'Strike not all but one of the clauses (a), (b) and (r).

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder. Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 102 per cent per annum until paid.

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 retuined 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 of proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller acosts and expenses, including attorney's fees, incurred 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 costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by 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 faw or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser 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 service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or domand under any statute in this State attories reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. There be more than 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 plural

18. All not ces and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 5040 S. Far' Grove Court, Lug Veges, Nevada 89120

Purchaser at 14315 Manastee, Burnham, Illino1s 60633, or to the last known address of either party, shall be space interest. Any notice or demand mailed as provided herein shall be deemed to have 14315 Manestee, Burnham, Illinois 60633 been given or made on the dr.e of mailing.

19. The time of payment stall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon to heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaset that regretice from 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 (nail be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or revalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agree as at have hereunto set their hands and seals in duplicate, the day and year first above written.

ated any Delivered in the presence of

LEGAL FORMS

STATE OF NEVADA COUNTY OF CLARK

RIREO AND SWORK TO ME THIS DATE



Johnson Bahnis thess/14 519714 to Kin

| I g - I - I - I - I - I - I - I - I - I |
|---|
|---|

0423647244 Page: 3 of 5

## OFFICI

- }}

## RIDER A

Selies acknowledges a down payment by purchaser of Twenty Thousand bollars (\$20,000.00). The remaining \$67,900.00 is payable with interest at the rate of 10% per annum in anntallments (including principle and interest) as follows:

\$255.87 or mara on the 7th day of June, 1992 and 595.87 or more on the 7th day of each month thereafter until said note is lifty paid except that the final payment of principal and interms, if not sooner pald, shall be due on the 7th day of May, 26%. If paid after the 7th day, a late pointty of \$30.00 will be assessed against purchaser.

on or after May 21, 1997, the purchaser shall have the right to propay all or any part of the principal at any time or times with interest to date of payment without penalty. If ourchaser wishes to propay prior to used date, purchasor must pay a ponalty of a0% of remaining principal balance at time of payment.

Buyor to pay 311, insurance premiums on and to keep an effect a Hazard insurance policy nampy the Seller as an insured for an amount squal to the romain of balance eved on the purchase price. Buyer to provide Seller with proof of same.

Buyer to provide Seller with proof of payment of Real Estate taxes at least 14 days prior to date that the actual taxes 174'S OFFICE

Parlos J. Marting

1. 5 8 8

Ancon Bols

STATE OF NEVADA County of Clark
Mylna Grady

32696830

0423647244 Page: 4 of 5

## UNOFFICIAL COPY

Property of Cook County Clark's Office John Pelkey
1400 Torrence 24
CACUTET CITY, III
COURS

0423647244 Page: 5 of 5

# **UNOFFICIAL COPY**

Property of Cook County Clark's Office

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF POCKEY AND CORRECT COPY

AUG 18 04