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AGREEMENT FOR DEED

Form 328-A



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Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 12/21/2004 09:56 AM Pg: 1 of 4

AGREEMENT FOR DEED

ARTICLES OF AGREEMENT

Made this 18TH day of
OCTOBER A.D. 2004
between Seller SALOMON PENA
CHI IL

and Buyer AUGUSTINE ROZON & ELIO
NET ACOSTA & ~~CELFO~~ RIVERA OF
CHICAGO IL ~~CELFO~~

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WITNESSETH, that if Buyer shall first make the payments and perform the covenants hereinafter mentioned on Buyers' part to be made and performed, Seller covenants and agrees to convey to Buyer AUGUSTINE ROZON & ELIO NET ACOSTA & ~~CELFO~~ RIVERA AS TENANTS IN COMMON ~~CELFO~~

(if more than one, as joint tenants and not as tenants in common)
in fee simple clear of all encumbrances, whatever, except as hereinafter provided, by a Warranty Deed, the real estate and improvements, thereon, situated in the CITY

of CHICAGO

County of COOK

and State of Illinois, known and described as: 957 -59 N. HAMLIN

CHICAGO IL / PIN IS 16-02-321-048-0000

LEGAL IS LOTS 46, 47, AND 48 (EXCEPT THE EAST 50

FEET THEREOF) IN BLOCK 4 IN T. J. DIVEN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 02, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

(OVER)

Information Professionals Company 800-655-2021

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Buyer covenants and agrees to pay to Seller at **640 N. CICERO**

or at such other place or places as Seller or successors in title may from time to time in writing appoint, as the purchase price therefore the sum of **(\$390,000.00)** Dollars in the manner following: **\$2861.68 30 DAYS WITH FIVE MORE MONTHLY PAYMENTS . THE RATE IS 8% AMORTIZED OVER 30 YEARS WITH THE PAYOUT IN 6 MONTHS**

PANZICA , 3604 W. IRVING PARK ROAD, CHICAGO IL 60618

PREPARED BY ANTHONY N

**MAIL TO ANTHONY N PANZICA
3604 W. IRVING PARK ROAD
CHICAGO IL 60618**



including interest at the rate of **8** per centum per annum, said interest to begin **11-18-2004**, payable **MONTHLY** whole sum remaining **385,000.00 LESS PAYMENTS** from time unpaid, said installment payments to be applied first in payment of interest and balance to payment and reduction of principal, and to pay before they become delinquent (all taxes, assessments, or impositions that may be levied or imposed upon said land, subsequent to the year , and all unpaid installments of special assessments due after date hereof. In case Buyer fails or neglects to pay said taxes and assessments when due, Seller may pay the same and any amount or amounts so paid together with interest thereon at above rate shall become additional principal purchase price.

(1) Seller agrees to pay when due all interest on existing or subsequent mortgages or trust deeds until deed hereunder is given. When the balance remaining under this agreement has been reduced to the balance due on such mortgage or trust deed, Seller shall execute and deliver the deed called for herein, and Buyer shall accept title subject thereto and shall assume and pay the amount due on such mortgage or trust deed.

(2) Buyer agrees to insure and keep insured against loss or damage, the improvements now on said premises and such as may hereafter be erected thereon during the term of this contract in some reputable insurance company, or companies, with Fire, Lightning and Extended Coverage insurance of not less at all times than the balance of purchase price hereof, (except that if full insurable value of improvements is less than balance of purchase price, then at such full insurable value) in the name of said Seller as owner in fee, with contract clause thereto attached payable to parties hereto as their interests may appear, subject, however, to the rights of mortgages, if any, respecting such insurance; such policy or policies to be held by Seller, and Buyer shall pay the premiums when due and in case of the failure or neglect of Buyer so to do, Seller may pay the same and charge the cost thereof with interest thereon at the legal rate to Buyer, and the same shall be considered and taken to be an addition to the purchase price of this contract. In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance moneys to which either or both of the parties hereto shall be entitled on account thereof shall be used to pay for the restoration or reconstruction of such damaged or lost buildings, but if they are not sufficient to fully restore or reconstruct the damaged or lost buildings, then they shall be applied to the unpaid balance due hereunder.

(3) Seller agrees to deliver possession of the said premises to Buyer on or before

(4) Seller, upon demand agrees to furnish evidence of merchantable title in Seller, but shall not be required to pay for showing matters appearing of record caused other than by acts of Seller or Seller's predecessor or successor in interest; Seller may furnish a title policy in the amount of the purchase price showing only the standard exceptions to title if the abstract does not show merchantable tide.

(5) Seller and assigns reserve and shall have at all times the right to sell, convey, assign and dispose of title to said premises and all or any interest in this agreement without consent from or notice to Buyer or assigns and Buyer and assigns agree to accept deed hereunder from Seller or any subsequent assignee and owner of title of record.

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AGREEMENT FOR DEED FORM 328-A

(6) In case of failure of Buyer to make any of the payments, or any part thereof or pay said insurance premiums as above specified, or to keep the buildings, fences and improvements on said premises in as good repair and condition as they now are, ordinary wear and tear excepted, or perform any covenants on Buyer's part hereby made and entered into, this contract shall, at the option of Seller be declared terminated, (but not until Seller gives by U.S. mail or delivery to Buyer a written notice not less than 30 days specifying therein the default or breach), and the Buyer shall forfeit all payments made on this contract, and such payments shall be retained by Seller in full satisfaction and in liquidation of all damages by Seller sustained, or Seller may re-enter and take possession of the premises aforesaid, and a written notice of such forfeiture and re-entry served upon said Buyer, heirs, executors, administrators, or assigns by certified mail or in person, or recorded in the Recorder's Office of said County, shall be sufficient evidence of such election, forfeiture and re-entry, or Seller may have any and all further remedies available to Seller at law or in equity.

(7) Time is of the essence of this agreement.

(8) Buyer shall not permit to be done upon said premises anything out of which a mechanic's or other lien could arise or attach thereto, except with the previous written consent of Seller, and at expense of Buyer and if this provision be breached Seller shall have the rights and options set forth in paragraph six (6) above.

(9) Buyer herewith assigns to Seller all of the rents, issues and profits now due or which may hereafter become due for the use of said premises, as additional security for the payment of the purchase price hereunder, in the event of default hereunder.

(10) Buyer shall pay all reasonable attorneys fees and costs incurred by Seller in enforcing the terms of this agreement or in defending any proceeding to which Seller is made a party as a result of Buyer's acts or omissions, which expense, fees and costs may at Seller's option become additional purchase price.

(11) Any and all kitchen Gas or Electric stove, Lau dry tubs, Radiator covers, Furnace, Oil Burner and equipment, Hot water heater, Grates, Water softener, Air conditioning, equipment. Screens, Screen doors, Carpeting, Storm windows, Storm doors, Awnings, Porch shades, Venetian blinds, Trellises, Flower boxes, Window shades, Curtain rods, Light fixtures including shades, or Radio or TV aerial and lead-in, Shrubby, and Linoleum shall be left by Seller on said premises upon delivery of possession. There are no rented fixtures or equipment other than XX


(12) Unearned insurance premiums, taxes, assessments and rents shall be pro-rated as of date of possession and adjustments therefore made XX

(13) The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

(14) Seller hereby warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling Code violation which existed before this agreement was executed has been received by the owner or his agent, respecting dwelling structures thereon.

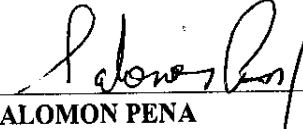
(15) The singular shall include the plural where appropriate and the masculine shall include both feminine and neuter.

IN WITNESS WHEREOF, The parties hereto have hereunder set their hands and seals, the day and year first above written.

 (SEAL)
AUGUSTINE ROZON

ELIO NET ACOSTA (SEAL)

CELESTO RIVERRA (SEAL)
CEISO

 (SEAL)
SALOMON PENA

_____ (SEAL)

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ASSIGNMENT

For and in consideration of ONE (\$1.00) DOLLAR and for other good and valuable considerations the receipt of which is hereby acknowledged the undersigned does hereby assign, transfer and set over and quit claim into _____

_____ all of the undersigned's right, title and interest in and to the above contract and the premises therein described, including all of the undersigned's rights therein by virtue of the Homestead Exemption Laws of the State of _____, and direct the issuance and delivery of deed hereunder to said assignee(s).

Dated at 18th this OCT day of 2004, _____

Hannelore Schmidt (SEAL)



(SEAL)

State of ILLINOIS }
County of COOK } ss

I, THE UNDERSIGNED

in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that AUGUSTINE ROZON, ELIO NET ACOSTA, CELSO RIVERA, SALOMON PENA

CELSO personally known to me to be the same person(s) whose name _____ subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and _____ seal, this 18TH day of OCTOBER, A.D. 2004

My commission expires _____