makes any warranty with respect thereto, including a	my marranty of merchamability of liness of a particular purpose.	-1-
AGREEMENT, made this 19th day of Nove	mber	, 19 <u>98</u> , between
Bu Ung Kang and Jeong Hee Kang		, Seller, and
William B. Kindra and Steven C. Kindra Q. WITNESSETH, that if Purchaser shall first make the payr covenants and agrees to convey to Purchaser in fee simple be warranty deed, with waiver of homestead, subject to the macron cook and State of Illinois described to the macron cook and State of Illinois described to the payr and State of Illinois described to the macron cook and State of Illinois described to the payr and State of Illinois and Southeast 1/4 of section 11, Township 40	nents and perform Purchaser's covenants he y Seller's atters hereinafter specified, the premises si cribed as follows: Garden's Subdivision of Blocks ision of parts of the Northeast North, Range 13, East of the T	ereunder, Seller hereby recordable ituated in the County of 3 and 4 in 1/4 and the Third Principal
Meridian, in Cook County, Illinois	08113	3505
Permanent Real Estate Index Number(s):13-11-2	210-039 1998-12 -	1 Page 1 of 4 -O8 11:59:18 order 51.58
Address(es) of premises:5400_N. Sawyer		
and Seller further agrees to furnish to Purchaser on or before the following evidence of the to the premises: (a) Own PNTN	certificate of title issued by the Registrar of antable title in Seller on the date hereof, sul	bject only to the matters
Chicago, Illinois 60639		08113505
the price of Three Hundred Forty Thous and Dollors in the manner following, to-wit: \$61,200.00 at closing and the balance of to be paid as follows: 59 equal monthly balance of the remaining amount due if remonthly payment shall be due on the 19th with interest at the rate of 7.5 per cent per annum pon the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchase	Two Hundred Seventy Eight Thou installments of \$1,982.50 and a ot previously paid due November of each month beginning with I ay block Monthly	usand Eight Hundred a final balloon r 19, 2003. Each
	provided that Purchaser is not then in defau	alt under this agreement.
Rents, water taxes, insurance premiums and other similar delivery of possession of the premises. General taxes for t	or items are to be; diusted pro rata as of the	date provided herein for

delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall 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 Seller shall be expressly subject to the following: (*) general taxes for the year 1998 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) Luilding, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual 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 duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither affer nor commit any waste on or to the premises, and if Purchaser fails to make any 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 _____ 12____ per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien 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 lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by 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 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 assignee 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 lease 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 aforesaid 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 parties hereto.

9. Purchaser shall keep all buildings at any time on the premises 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, 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 policies therefor to Seller.

^{*}Strike out all but one of the clauses (a), (b) and (c).

08113505 _{Page 2}。 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 retained 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 or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs 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 law 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 Levely 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; 'urchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or crion. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given or such persons jointly and severally. 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronoung associated therewith, although expressed in the singular, shall be read and construed as plural. 18. All notices and demands hereundershall be in writing. The mailing of a notice or demand by registered mail to Seller at 2315 Castilian Circle, Northbrook, Illinois 60062 Purchaser at 4728 N. Manor, Chicago, Illinois 60625 , or to the last known address of either party, 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. 19. The time of payment shall be of the essence of his contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties. 20. Seller warrants to Purchaser that no notice from a 19 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 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without in alidating or affecting the remainder of such provision or the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have her sur to set their hands and seals in duplicate, the day and year first above written. Sealed and Delivered in the presence of municia o 22. Seeler to promise a Survey, datise not kess tha upon payment of the debst an page one (1). Bit Jil See Attached Rider. Puchasers shall have the right to prey the Real estate taxes to prevent a tay pale & deduct fack assist from the los Received on within Agreement WAR he following sums GEORGE E. COLE[®] LEGAL FORMS PRINCIPAL DATE

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Rider to Articles of Agreement

- 1) In the event of a conflict between this rider and the articles of agreement, the terms of the rider shall prevail.
- 2) Soller reserves the right to keep a mortgage against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this agreement. Upon reasonable requests but not more than once per year, on or about November and every year. Seller shall provide Buyer with proof of the payment for the mortgage and real estate taxes to the address and William Kindra, 4728 N. Manor, Chicago, Illinois 60623. In the event Seller kills to make said payments, Buyers reserve the right to make said payments directly to the mortgage company and deduct the payments made from the payments due Seller.
- 3) In addition to the agreed installments, Buyer shall deposit with Seller on the day each installment payment is fue a sum equal to \$500.00 for the yearly property tax and insurance payments. Buyer shall us obtain additional insurance as may be required to protect his interest in the property listing Seller 13 2n additional insured.
- 4) In the event any payment is made more than 15 days after its due date, Buyer shall pay a 5% penalty to Seller. This payment shall be in addition to any other remedy provided in the agreement.
- 5) Seller warrants that there are 4 legal apartments on the premises and shall comply with and pay fees with connection with Section 3-33-045 of the City of Chicago Municipal Code if then applicable.
- 6) Upon payment of the installments and final bull-on payment, as referenced on page 1 of the Articles of Agreement for Deed, Seller shall pay off the entries mortgage balance and cause clear title, subject to permissible schedule B exceptions to be present to purchaser.
- 7) At the same time as the proof of payment, Seller shall provide an escrow analysis to Purchasers. Any over deposit in said escrow accounts shall be refundation of Purchasers within twenty-one (21) days. Any shortage shall be paid in twenty-one (21) days.
- 8) Seller shall provide Purchaser's with a copy of the release of mortgage from GN Mortgage, recorded as document number 93008297. Said release shall be recorded by Seller's within seven (7) days of receipt of same. Venification of recording shall be sent to PN Chinad to Purchaser's attorney.
- 9) In the event that the Purchaser's can obtain a lower interest rate on a conventional loan, the Sellers shall either match the rate, including loan charges, or allow the Purchaser's to pay off the note early without penalty. Purchaser's shall tender a loan commitment to Sellers. Any costs associated with procuring said commitment shall not be paid to Sellers as part of the Seller's proposed cost matching. All other loan charges shall be paid to Seller.

UNOFFICIAL COPY

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ACCEPTED BY:

BUYERS:

SELLER:

DATED NOVEMBER 19, 1998

Mary T. Keane

Netary Public, State of Illinois & My Cor mission Expires 10/03/99 &

PROFESSIONAL NATIONAL TITLE NETWORK, INC.



Prepared by and Mail to. Akram Zanayed 5435 W. Diversey Chicago IL 60639