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 a claimed by Uurchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties

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.

Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

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.

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 <u>6.1/4</u> 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 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 or eiture, 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 cover 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 soit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchase, be eby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the rewer and authority in this paragraph given is given by 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 pronouns associated therewith, although expressed in the singular, shall be read and construed as plural. 18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 6 North Michigan Ave., Suite 1304 Chicago, Illinois 60602 or to , 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 this 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 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 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and vear first above written. Sealed and Delivered in the presence of (SEAL) 90122060

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09077106

RIDER NO. 1 TO INSTALLMENT AGREEMENT FOR WARRANTY DEED DATED NOVEMBER 2, 1999

- R1. THE PARTIES ACKNOWLEDGE THAT PURCHASER HAS PAID \$35,000.00 TOWARD THE \$72,000.00 PURCHASE PRICE. THE BALANCE IS \$37,000.00
- R2. THE PARTIES AGREE THAT THE PURCHASER WILL PAY SELLER IN MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST THE BAL'ANCE OF THE PURCHASE PRICE, \$37,000.00, AT AN ANNUAL INTEREST RATE OF 6.25%, AMORTIZED OVER TWO YEARS. THE FIRST PAYMENT TO BEGIN ON DECEMBER 1, 1999 AND ON THE FIRST DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.
- R3. PURCHASER SHALL HAVE THE RIGHT TO PREPAY THE BALANCE OWED TO SELLER, OR ANY PORTION THEREOF AT ANY TIME.

Coop County

AGREED:

SALAMAT SHEIKH

ISABELITA V. SHEIKH

ELICEO MORALES

/ 111A MARAR

BOX 392

UNOFFICIAL COPY

EXHIBIT "A"

09077106

Legal Description

Lot 1 in Block 6 in Thomas J. Diven's Subdivision of Blocks 7 to 11, both inclusive, in Freer Receiver's Estate, a Subdivision of the West ½ of the Northwest ¼ Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 3825-3829 West Grand Ave. Chicago, Illinois

Property Address: 3825-3829 West Grand Ave. Chicago, Illinois

Legal Description

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Ad 6 in Block 6 in Diven

In of the West 1/2 of the Northwe.

The Third Principal Meridian, in Cook

Y Address: 3813 West Grand Ave., Chicago, Illu.

P.N: 16-02-12 9-303-0000 Lots 4, 5 and 6 in Block 6 in Diven's Subdivision of Blocks 7 to 11 in Freer's Subdivision of the West 1/2 of the Northwest 1/4 of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 3813 West Grand Ave., Chicago, Illinois.