



## INSTALLMENT AGREEMENT FOR WARRANTY DEED

AGREEMENT made this 8th day of January, 2016, between ALFREDO RODRIGUEZ AND CONSUELO RODRIGUEZ, Seller, and GABRIEL ESCUTIA AND ANNA HEGNAR-ESCUTIA, Purchaser;

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's Warranty recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

**LOT 37 (EXCEPT THE SOUTH 4 FEET THEREOF) AND THE SOUTH ½ OF LOT 38 IN BLOCK 2 IN WALLECK'S SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE EAST 1/4 THEREOF) OF THE NORTHWEST 1/4 SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Commonly known as: 1227 Cuyler Avenue, Berwyn, IL 60402

P.I.N. 16-20-101-016

Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of: Alfredo Rodriguez, 1227 Cuyler Ave, Berwyn, IL 60402, the price of **One Hundred Sixty Eight Thousand (\$168,000.00) Dollars** in the manner following, to wit:

### SEE ATTACHED RIDER

with interest at the rate of **6.75 %** per cent annum payable SEE RIDER on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser **AT CLOSING**, provided that Purchaser is not then in default under this Agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises.

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:
  - (a) General taxes for the 2016 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) Building, 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 suffer 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 eight 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.

Doc# 1636445051 Fee \$72.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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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. Seller shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense but name purchaser as additional insured 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.

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 eight 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 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 trial by jury, 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 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 power and authority in this paragraph given is given by such persons jointly and severally.

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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 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 1227 Cuyler Ave., Berwyn, IL 60402, or to Purchaser at 1922 S. 49<sup>th</sup> Ave., Cicero, IL 60804, 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.


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

SIGNED AND DELIVERED IN THE PRESENCE OF:

  
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## RIDER

This is a Rider to an Installment Agreement for Warranty Deed dated January 8, 2016, between ALFREDO RODRIGUEZ AND CONSUELO RODRIGUEZ, hereinafter called "Seller", and GABRIEL ESCUTIA AND ANNA HEGNAR-ESCUZIA, hereinafter called "Purchaser" for property commonly known as 1227 Cuyler Ave., Berwyn, Illinois, and said parties, notwithstanding any of the aforesaid provisions, further agree as follows:

1) At the time of the initial closing, Purchasers shall pay the sum of \$1,000.00 Dollars. The balance of the purchase price, to wit, One Hundred Sixty-Eight Thousand (\$167,000.00) Dollars, to be paid in equal monthly installments of \$1,216.13 each, commencing on the 1st day of February, 2016, and on the 1st day of each month thereafter until the purchase price is paid in full, with a final payment of the purchase price as herein provided, if not sooner paid, shall be due on the 1st day of February, 2021. Said payments are based on an interest rate of 6.75 % amortized over 202 months and based on seller mortgage balance of \$146,574.63. The differenced of the sales price of \$167,000.00 and the mortgage balance of \$146,574.63 is \$20,425.37 is deferred without interest and will be paid at the time of final payment, if not sooner paid.

2) The Seller shall be responsible for payment of the real estate taxes thru and including December 31, 2015, which are payable in 2016. The Purchaser shall be responsible for real estate taxes for 2016 and thereafter.

3) At the time of the final closing or completion of this installment contract, the Seller shall pay for the State, County and Municipal transfer tax based upon the transfer tax obligation.

4) The parties acknowledge that there will be no title insurance paid for or provided by the Seller at the time of the initial closing of January 8, 2016.

5) The Purchasers shall be responsible for any Berwyn required repairs at time of final closing and is buying the property "AS IS".

6) The Purchaser shall have the right of whole or partial prepayment of the principal balance due at any time without penalty.

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Dated: January 8, 2016

SELLERS

Alfredo Rodriguez  
Concepcion Rodriguez

PURCHASERS

CS  
Anna Helena Escobar

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