



Doc# 1913613069 Fee \$48.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/16/2019 04:16 PM PG: 1 OF 6

**INSTALLMENT AGREEMENT  
FOR WARRANTY DEED  
(ILLINOIS)**

CAUTION: Consult a lawyer before using or acting under this form. *Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.*

Above Space for Recorder's Use Only

AGREEMENT, made this 16th day of May, 2019

between Angus J. Leane and Betty Leane

\_\_\_\_\_, Seller, and

Richard Savoia

\_\_\_\_\_, 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 \_\_\_\_\_ recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook, and State of Illinois described as follows:

SEE LEGAL DESCRIPTION ATTACHED

Permanent Real Estate Index Number(s) 13-07-305-052-0000

Address(es) of Real Estate: 5152 N. Nordica Avenue, Chicago, IL 60656

Commitment for

and Seller further agrees to furnish to Purchaser ~~on or before~~ within 14 days, 20\_\_\_\_, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title, (b) ~~merchantable abstract of title~~, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And 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 Angus J. Leane and Betty Leane, 1432 White St. Des Plaines, IL 60016

\*Strike out one of the clauses (a) or (b)

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the price of Two Hundred Ninety Thousand and 00/100 (\$290,000.00)  
 Dollars in the manner following, to-wit: \$1,680.00 per month for 24 months starting July 1, 2019  
 2019; \$1,886.00 per month starting July 1, 2021 and the remaining balance shall  
 be paid in full on or before June 1, 2022.

with interest at the rate of 5.8% percent per annum payable  
 on the whole sum remaining from time to time unpaid.

has been  
 Possession of the premises ~~shall be~~ delivered to Purchaser, on  
 on May 16, 2019, ~~provided that Purchaser is~~  
~~not then in default under this agreement.~~

of the initial closing

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date/provid-  
 ed herein for delivery or possession of the premises. General taxes for the year 20 19 are to be prorated  
 from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the  
 pro-rating shall be done on the basis of the amount of the most recently ascertainable taxes.  
 \* of the initial closing

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  
 year 2018 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;  
 1A. Purchaser shall pay the water bills for the premises, whether past, present or  
 future. Purchaser shall reimburse Sellers at closing for amounts paid to the water  
 department other than the \$50.00 Full Payment Certificate fee.

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments per-  
 taining 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 ten (10%) 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. Purchaser shall obtain Seller's written consent prior to  
 making improvements on the premises, such consent not to be unreasonably withheld.

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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. Seller shall furnish to Purchaser, at the initial closing, and again at the final closing, an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth herein, and unpermitted exceptions, if any, to which the title insurer commits to extend insurance in the manner hereinbefore specified.
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.
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 ten (10%) 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 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.

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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 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.

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 1432 White St., Des Plaines, IL, or to Purchaser at the premises' address, 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.

\* IL 60013

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 the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 5-16-050 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property. Purchaser has resided at this property for over a year and pays his own heat.

22. 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.

23. Purchaser has examined the improvements, if any, now located on the real estate prior to and as a condition precedent to the execution of this agreement, and is satisfied with the physical condition thereof, and is taking possession thereof in good order and repair, except as in this agreement otherwise specified, and admits and agrees that no agreement or promise to decorate, alter, repair or improve said real estate, either before or after execution of this agreement has been made by Seller, which is not specifically set forth in this agreement.

At the time of the delivery of possession to Purchaser, Purchaser shall also ~~receive possession of the personal property to be sold to Purchaser pursuant to the terms of this Agreement, as listed on the exhibit attached to this agreement,~~ <sup>existing at the premises</sup> as well as fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of Seller. At the time of delivery of Deed, Seller shall provide a Bill of Sale for all such personal property.

24. Seller may make or cause to be made reasonable entries upon an inspection of the premises, provided (except in the case of emergencies) that Seller shall give Purchaser notice prior to any such inspections specifying reasonable cause therefore related to Seller's interest in the premises.

25. If, prior to the initial closing date, the improvements located on the real estate are destroyed or are materially damaged by fire or other casualty, this Agreement, at the option of either party shall become null and void.

26. This agreement and all of the provisions hereof shall extend to, be obligatory upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors, assigns and beneficiaries of the parties hereto.

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

Sealed and Delivered in the presence of

\_\_\_\_\_  
\_\_\_\_\_

Angus J. Leane (SEAL)

Angus J. Leane

Betty Leane (SEAL)

Betty Leane

Richard Savoia (SEAL)

Richard Savoia (SEAL)

State of Illinois County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Angus J. Leane, Betty Leane and Richard Savoia

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_<sup>t</sup> he y \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ their \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16th day of May, 2019



HERE

Commission expires 1-6, 2020

Mark Edelstein

Notary Public

This document was prepared by Mark Edelstein, 3825 West Montrose Avenue, Chicago, IL 60618  
(Name and Address)

Mail to: mark Edelstein, 3825 West Montrose Avenue  
(Name and Address)

Chicago iL 60618  
(City) (State) (Zip Code)

Or Recorder's Office Box No. \_\_\_\_\_



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## LEGAL DESCRIPTION

Lot 2 in Foster-Harlem Resubdivision of parts of Blocks 3, 6 and 7, and all of Blocks 1, 8, 9 and 10 in Volk Bros. Greater Harlem Avenue Subdivision of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois according to the Plat thereof recorded July 27, 1950, as Document No. 14861751 in Book 384 of Plats, Page 33.

P.I.N.: 13-07-305-052-0000

Common Address: 5152 North Nordica Avenue  
Chicago, Illinois 60656

Property of Cook County Clerk's Office