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Doc#: 2213039323 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 05/10/2022 12:33 PM Pg: 1 of 5

INSTALLMENT

AGREEMENT

FOR WARRANTY DEED

(Illinois)

AGREEMENT made this 1ST day of May, 2022, between ROSARIO TRIPPIEDI, Seller, and SALVATORE TRIPPIEDI, 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:

LOTS 8, 9 AND 10 (EXCEPT THE NORTH 17 FEET THEREOF) IN CEPEK'S SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 5619-5625 W. Fullerton Avenue, Chicago, Illinois 60639
PIN: 13-32-207-001-0000

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 **12 S. Home, Park Ridge, Illinois 60068**, the price of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) in the manner following, to wit:

- a. The term of this Installment Agreement shall be for fifteen (15) years.
- b. Beginning on May 1, 2022, Purchaser shall pay to Seller \$1,405.34 principal and interest per month with interest at the rate of Three and One Quarter Percent (3¼%) per annum. Such payments shall be made in accordance with the amortization schedule set forth in Exhibit "A" attached hereto and made a part hereof.
- c. If the Seller has not received the full amount of any of my monthly payments by the end of 5 calendar days after the date it is due, there will be a late charge of 5.00 % of the full monthly payment. This late charge will only be due once on any late monthly payment.

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Possession of the premises shall be delivered to Purchaser on the initial closing date, provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are the responsibility of the Purchaser.

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 2021 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 as long as they do not interfere with the intent, value and enjoyment of the property; (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 Three Percent (3%) 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.

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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.

10. If the buyer defaults in payment, any action brought against the buyer under the contract shall be initiated only after the expiration of 90 days from the date of the default. A buyer in default may, prior to the expiration of the 90-day period, make all payments, fees and charges currently due under the contract to cure the default.

11. 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 Three Percent (3%) per annum until paid.

12. 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.

13. 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.

14. 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.

15. 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

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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.

Seller shall pay to Purchaser all costs and expenses, including attorney's fees, incurred by Purchaser in any action or proceeding to which Purchaser may be made a party by reason of being a party to this agreement, and Seller will pay to Purchaser all costs and expenses, including attorney's fees, incurred by Purchaser in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Purchaser against Seller 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 Purchaser against Seller on or under this agreement.

16. 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.

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 certified or registered mail to Seller at 12 S. Home, Park Ridge, Illinois 60068 or to Purchaser at 14 N. Hamlin, Park Ridge, Illinois 60068, 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. Seller provided the buyer the installment sales contract disclosure prepared by the Office of the Attorney General as required under Illinois State law on May 1, 2022.

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.

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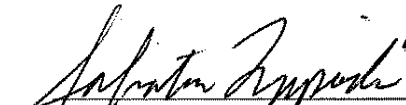
without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

NOTE TO BUYER: BEFORE SIGNING THE CONTRACT THE BUYER HAS THE OPTION OF OBTAINING AN INDEPENDENT THIRD PARTY INSPECTION AND/OR APPRAISAL SO THAT THE BUYER CAN DETERMINE THE CONDITION AND ESTIMATED MARKET VALUE OF THE RESIDENTIAL REAL ESTATE AND DECIDE WHETHER TO SIGN THE 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.

PURCHASER:

SELLER:



SALVATORE TRIPPIEDI

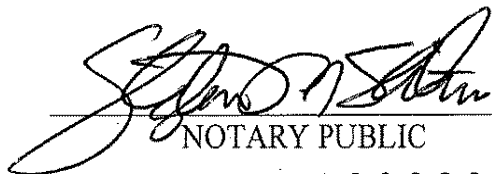


ROSARIO TRIPPIEDI

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that SALVATORE TRIPPIEDI and ROSARIO TRIPPIEDI, personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 notarial seal this 15th day of May, 2022.



NOTARY PUBLIC

Prepared by:
Stephen P. DiSilvestro
Di Silvestro & Associates
5231 N. Harlem Avenue
Chicago, Illinois 60656

