

# UNOFFICIAL COPY

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WARRANTY DEED

March, 1968

AGREEMENT, made this 30th day of November, 1972, between

MARIO FINA -----, Seller, and

JAMES DURANTE and FRED J. DURANTE -----, 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 ~~Special Trustee's deed~~ 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:

Lots 17 and 18 in Salerno-Kaufman Subdivision of part of Tract 1 in Owners Division of part of the East one-half of the North East Quarter of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

and Seller further agrees to furnish to Purchaser on or before \_\_\_\_\_, 19\_\_\_\_, 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 & Trust Co. or equal, ~~(\$200,000.00)~~ 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 ALFRED W. ISRAELSTAM, 228 N. LaSalle Street, Chicago, Cook County, Ill.

the price of TWO HUNDRED THOUSAND (\$200,000.00) ----- Dollars in the manner following, to-wit: TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS contemporaneously with the execution of this Agreement; the balance in the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND (\$175,000.00) DOLLARS, shall be paid in monthly installments,

with interest at the rate of 8 per cent per annum payable monthly on the whole sum remaining from time to time unpaid. Rider attached hereto is made part hereof.

Possession of the premises shall be delivered to Purchaser on date of 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. General taxes for the year 1972 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 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:

- (a) General taxes for the year 1973 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 any 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 seven 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.

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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 seven 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 agreement 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.

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 c/o ALFRED W. ISRAELSTAM-228 N. LaSalle St. Chicago, Ill. or to Purchaser at c/o JESS FORREST-4242 N. Harlem Ave., Norridge, Illinois 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 any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.

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

Sealed and Delivered in the presence of

*James Durante* (SEAL)  
JESS DURANTE  
*Fred J. Durante* (SEAL)  
FRED J. DURANTE  
*Mario Fina* (SEAL)  
MARIO FINA

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RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

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RIDER ATTACHED TO AND MADE A PART OF AGREEMENT DATED THE  
30th day of November, 1972, between MARIO FINA,  
as Seller, and JAMES DURANTE/as Purchaser of real estate  
described, as follows: and FRED J. DURANTE

Lots 17 and 18 in Salerno-Kaufman Subdivision of  
part of Tract 1 in owners Division of part of the  
East half of the North East Quarter of Section 29,  
Township 40 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois.

hereinafter called the "Premises".

Commencing on the 1st day of January, 1973, Purchaser shall  
pay to Seller, initial monthly installment in the sum of  
\$1,531.25. Said installment shall be applied first to  
interest, at the rate of eight (8%) per cent per annum, on  
the principal sum due under this Agreement, from time to  
time remaining, and the balance to reduction of principal  
due in accordance with the terms of this Agreement. Purchaser  
shall continue to pay said installments in the same amount,  
on the same date each month thereafter, to be applied in the  
same manner. Purchaser shall continue such payments until  
all sums due hereunder shall have been fully paid. In  
addition to said installments, Purchaser shall pay from other  
funds, such sums as are required to be paid to liquidate the  
final sums due under terms of extension agreement deferring  
payment of final balances on notes secured by junior mortgages  
presently recorded against Premises.

After Purchaser shall have liquidated said notes secured by  
said junior mortgages, and same shall have been delivered  
to Seller marked "Paid", and provided Purchaser shall not be  
in default of this Agreement, or in default of any of the  
provisions of the first mortgages presently recorded against  
said Premises, Purchaser may, within 30 days prior to August 1,  
1975, elect to execute and deliver to Seller, in form presently  
used by Chicago Title and Trust Company, notes in equal amounts  
secured by Trust Deeds on the lots of real estate described  
above, and the aggregate of sums of said notes, hereinafter  
called the "New Notes", to equal the amount remaining due to  
be paid to Seller, provided that there shall be deducted from  
said sum of the New Notes to be delivered to Seller, the amount  
of Principal balance remaining on the unpaid notes secured by  
First Mortgages presently recorded on the Premises. The first  
installments of the New Notes shall be due and payable on  
October 1, 1975, in the amount required to liquidate said New  
Notes in 15 years including interest at 7% per annum on prin-  
cipal balance from time to time remaining. Purchaser may  
pre-pay New Notes without penalty. Purchaser shall deposit monthly  
with Seller one-twelfth (1/12) of annual real estate taxes  
estimated by last ascertainable tax bill.

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Successive installments shall be due and payable on the first day of each and every month thereafter, until all interest and principal shall be fully paid. Said New Notes shall bear interest at the rate of seven (7%) per cent per annum, and the installments thereon shall be applied first to interest and the balance to principal of each of said New Notes.

Title shall be free of objections to merchantability due to Seller's fault, and if title shall be free of objections due to Purchaser's fault, and shall be subject only to first mortgages presently recorded against said Premises, and to junior mortgages securing said New Notes, and usual or stock objections of Chicago Title and Trust Company, Seller agrees to accept delivery of said New Notes, and junior mortgages and deliver deed to Premises to Purchaser, as hereinabove provided.

*James Durante*  
JAMES DURANTE - Purchaser

*Fred J. Durante*  
FRED J. DURANTE

*Mario Lima*  
MARIO LIMA

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Box 250

END OF RECORDED DOCUMENT