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## INSTALLMENT LAND CONTRACT FOR WARRANTY DEED

AGREEMENT made and entered into *April 8th, 1976* by and between F. RICHARD BENNETT and ELEANOR H. BENNETT, his wife, hereinafter called the Seller, and GEORGE DOMRZALSKI and FLORENCE J. DOMRZALSKI, his wife, hereinafter called the Buyer.

1. SALE: The Seller agrees to sell and convey and the Buyer agrees to purchase the real property situated in the City of Chicago, Cook County, Illinois, described as follows:

Lot 23 in Block 21 in Fenwick, in Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as: 2515 Harding, Chicago, Illinois.

2. PURCHASE PRICE: The total purchase price for the property is \$14,500, payable as follows: \$6,000 on the execution of this contract, receipt of which is hereby acknowledged, and the balance in installments of *\$82.66* per month payable to the Seller at such place or places as he may designate on the first day of each month commencing May 1, 1976, and continuing until the full purchase price, together with interest as herein provided has been paid in full. Each such monthly installment shall be credited by the Seller as follows:

(a) First, to interest at the rate of 6% per annum from the date of this contract on the then remaining unpaid principal balance of the purchase price recited in this contract.

(b) Secondly, to reduction of the then remaining unpaid principal of the purchase price recited in this contract.

3. ENCUMBRANCES: The conveyance to be made by Seller shall be expressly subject to the following:

(a) General taxes for the year 1976 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;

(b) Easements of record;

(c) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;

(d) Roads, highways, streets and alleys, if any.

4. SPECIAL ASSESSMENTS: Buyer shall pay before accrual of any penalty any and all special assessments pertaining to the premises that become payable on or after the date for delivery of possession to

PLEASE MAIL BACK TO:  
WEINSTEIN AND BACCI  
ATTORNEYS AT LAW  
7222 W. Cermak, Suite 409  
North Riverside, Illinois 60546



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Buyer and Buyer shall deliver to Seller duplicate receipts showing timely payment thereof.

5. REAL PROPERTY TAXES: It is hereby agreed by and between the parties that the Seller shall maintain his liability for Real Property Taxes while remaining the owner of aforementioned premises. Said real estate taxes shall be pro-rated at the time of closing.

6. NO FUTURE ENCUMBRANCES BY SELLER: The Seller, after the date of this contract, shall not in any manner further encumber the property without the written consent of the Buyer.

7. NO FUTURE WORK BY SELLER: The Seller, after the date of this contract shall not undertake any additional off-site improvements or perform any other work on the property which may result in the creation, subsequent to the date of this contract, of a mechanic's lien on the property without the written consent of the Buyer and without filing a surety bond with the city or county wherein the property is located for the performance and payment of materials and labor costs requisite to such additional improvements.

8. CONDITION AND REPAIR OF PROPERTY: The Buyer agrees that the property and the buildings and improvements thereon are, at the date of this contract, in good condition, order, and repair, and that he shall, at his own cost and expense, maintain the property and the buildings and improvements thereon in as good order and repair as they are in on the date of this contract, reasonable wear and tear excepted.

9. WASTE AND REMOVAL OF BUILDINGS: The Buyer shall not remove or permit the removal from the property of any building or other improvement located thereon without the consent of the Seller in writing nor shall the Buyer commit or permit to be committed any waste of the property or of any building or improvement thereon.

10. ALTERATIONS: The Buyer will not renovate, remodel or alter any building or improvement now or hereafter situated on the property, or construct any additional building, building, or improvements on the property without first giving written notice and submitting plans for such renovating, remodeling, or construction to the Seller and getting the Seller's approval in writing of such plans.

11. MECHANICS' LIENS: The Buyer shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in the property, free and harmless from liability for any and all mechanics' liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the property by the Buyer.

12. PERSONAL INJURIES: The Buyer shall indemnify and hold the Seller free and harmless from any and all demands, loss, or liability resulting from the injury to or death of any person or persons because of the negligence of the Buyer or the condition of the property at any time or times after the date possession of the property is delivered to the Buyer.

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13. POSSESSION: The Buyer shall be entitled to enter into possession of the property on execution of this contract and to continue in possession thereof so long as he is not in default in the performance of this contract.

14. DEFAULT: Payment of all moneys becoming due hereunder by the Buyer and the performance of all covenants and conditions of this contract to be kept and performed by the Buyer are conditions precedent to the performance by the Seller of the covenants and conditions of this contract to be kept and performed by the Seller. In the event the Buyer shall fail for a period of 15 days after they become due to pay any of the sums in this contract agreed to be paid by the Buyer, or should the Buyer fail to comply with any of the covenants or conditions of this contract on his part to be performed, then:

(a) The Seller shall be released from all obligations in law or equity to convey the property to the Buyer;

(b) The Buyer shall forfeit all rights to the property or to the possession thereof;

(c) The Seller shall have an immediate right to retake possession of the property; and

(d) Payments theretofore made by the Buyer pursuant to this contract shall be credited by the Seller to the reasonable rental value of the property during the period the Buyer had the use and occupancy of the property, and any excess of such payments over such reasonable rental value shall be refunded to the Buyer.

(e) In lieu of the foregoing, the Seller, at his option, may declare, by notice to the Buyer, the entire unpaid balance of the purchase price specified in this contract to be due and payable, and may by appropriate action, in law or in equity, proceed to enforce payment thereof.

(f) Any rights, powers, or remedies, special, optional, or otherwise, given or reserved to the Seller by this paragraph shall not be construed to deprive the Seller of any rights, powers, or remedies otherwise given by law or equity.

(g) It is hereby agreed between the parties that the Buyer shall have a grace period of 60 days of non-payment if said Buyer can show a reasonable foundation to take advantage of said grace period. No one grace period shall run consecutive with any other and therefore at the end of 60 days of non-payment the Buyer will be held in default.

15. CONVEYANCE OF TITLE: When the remaining unpaid principal balance of the purchase price recited in this contract or at the end of a ten (10) year term starting May 1, 1976, whichever occurs first, provided the entire purchase price including all interest to date and any unpaid balance is paid by Buyer, Seller hereby covenants and agrees to convey to Buyer in fee simple by Seller's Warranty Deed, with waiver of dower and homestead the aforementioned real estate. The Seller further agrees

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to furnish to purchaser evidence of title to the premises in the form of an Owners title insurance policy in the amount of the purchase price issued by The Chicago Title and Trust Company showing merchantable title in Seller on the date hereof. The parties further agree to pay their own customary charges as set out on the title insurance policy.

16. **OPTION:** It is hereby agreed between the parties that upon the expiration of the time term mentioned in Paragraph 15 and upon the Buyer showing the Seller evidence that he cannot pay off the unpaid remaining principal at that time, the Buyer then can elect to extend this contract one (1) full year. Upon the expiration of said optional one (1) year period if the Buyer, herein, has not paid all interest to date and has not paid the entire unpaid balance then said Buyer shall be held in "Default" as per paragraph 14.

17. **ENTIRE AGREEMENT:** Both the Buyer and the Seller agree that this contract constitutes the sole and only agreement between them respecting the property and correctly sets forth their obligations to each other as of its date.

18. **SURVEY:** The Seller agrees to present to the Buyer at the time of closing a current Real Estate Survey on the relevant premises. The parties further agree to split the cost of said Survey.

19. **INSURANCE:** Buyer shall keep all buildings at any time on the premises insured in Seller's name at Buyer'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 Buyer shall deliver the policies therefor to Seller.

20. **PRE-PAYMENT:** The parties further agree that the Buyer shall have the option to pay off any portion of the unpaid balance at any time during the course of this contract.

21. **ENTIRE AGREEMENT:** Both the Buyer and the Seller agree that this contract constitutes the sole and only agreement between them respecting the property and correctly sets forth their obligations to each other as of its date.

22. **NOTICES:** Any notices or other communications required or permitted by this contract or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to any member of the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid.

23. **BINDING EFFECT:** This contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto but nothing in this paragraph contained shall be construed as a consent by the Seller to any assignment of this contract or of any interest therein by the Buyer except as provided in Paragraph 24 of this contract.

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24. ASSIGNMENT: Neither this contract, nor any interest therein, shall, except by will, intestate succession, or right of survivorship, be assigned by the Buyer or Seller, either voluntarily, involuntarily, by operation of law, or otherwise, without the written consent of the Seller or Buyer.

25. TIME OF ESSENCE: Time is expressly declared to be the essence of this contract.

26. WAIVER: The waiver of any breach of this contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals hereto the day and year above written.

BUYER:

*George Domrzalski* (SEAL)  
GEORGE DOMRZALSKI

*Florence Domrzalski* (SEAL)  
FLORENCE DOMRZALSKI

SELLER:

*F. Richard Bennett* (SEAL)  
F. RICHARD BENNETT

*Eleanor H. Bennett* (SEAL)  
ELEANOR H. BENNETT

Sealed and Delivered in the presence of:

*Guy J. Bacchi*  
**GUY J. BACCI**  
Attorney At Law

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RIDER TO INSTALLMENT CONTRACT FOR WARRANTY DEED  
DATED APRIL 8th, 1976 BY AND BETWEEN F. RICHARD  
BENNETT AND ELEANOR H. BENNETT AS SELLERS AND  
GEORGE DOMRZALSKI AND FLORENCE J. DOMRZALSKI  
AS BUYERS

- A. The parties do hereby agree that this rider shall be incorporated and become a part of the contract aforementioned.
- B. The parties do hereby agree that this paragraph shall supersede paragraph number 5 in the aforementioned contract regarding "REAL PROPERTY TAXES" and that it is now hereby agreed by and between the parties that the Buyer shall become liable for the Real Property taxes as of the 1st Installment of 1976. That such Buyer shall pay said taxes and give evidence of such payment to the Seller.
- C. The parties do hereby agree that this paragraph shall supersede paragraph number 19 in the aforementioned contract regarding "INSURANCE" and that it is now hereby agreed by and between the parties that the Seller shall keep all the buildings on the premises insured against loss by fire, lightning, windstorm and extended coverages in companies to be approved by both parties in an amount at least equal to the purchase price as recited in the aforementioned contract.

SELLERS:

BUYERS:

\_\_\_\_\_  
F. RICHARD BENNETT

\_\_\_\_\_  
GEORGE DOMRZALSKI

\_\_\_\_\_  
ELEANOR H. BENNETT

\_\_\_\_\_  
FLORENCE J. DOMRZALSKI

*[Signature]*  
1976 APR 26 PM 1 04

RECORDED  
COUNTY CLERK'S OFFICE

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END OF RECORDED DOCUMENT

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