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FOR WARRANTY DEED

September, 1978

LEGAL FORMS

AGREEMENT, made this 22nd day of November 24751757, 19 78, between
LA SALLE NATIONAL BANK, Trustee under Trust No. 29717, Seller, and

ROGER A. BOWEN, 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 Trustee's 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 25 (Except the South 15 Feet thereof) and all of Lot 26 in Block 7 in Croissant Park Markham, 3rd Addition being a Subdivision of the South 1/2 of the North East 1/4 of Section 19, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 16130 Marshfield Avenue, Markham, Illinois

and Seller further agrees to submit to the purchaser on or before 10 days after Seller's possession of the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Cook County, Illinois, (b) quitclaim or title issued by the Registrar of Titles of Cook County, Illinois, (c) 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 one dollar plus Seller may from time to time designate in writing, and until such designation at the office of Purchaser agrees to pay to Seller at the offices of Funded Investments, Inc.

the price of TWENTY TWO THOUSAND AND 00/100THS (\$22,000.00) ----- DOLLARS
Dollars in the manner following, to-wit:

See Rider attached hereto and incorporated herein.

with interest at the rate of eight per cent per annum payable
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on Execution of Contract
and tender of Earnest Money, 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 1978 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 1978 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 assessment 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.

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.

*Strike out all but one of the clauses (a), (b) and (c).

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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 no 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 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 in 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.

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 See Rider Attached or to

Purchaser at _____ 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.

Sealed and Delivered in the presence of
LA SALLE NATIONAL BANK, Trustee
under Trust No. 29717,

_____ (SEAL)
ROGER A. BOWEN, Purchaser

_____ (SEAL)

BY: [Signature]
Seller

_____ (SEAL)

_____ (SEAL)

received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE
LEGAL FORMS

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RIDER TO CONTRACT OF BY AND BETWEEN
LA SALLE NATIONAL BANK, TRUSTEE UNDER
TRUST NO. 29717, DATED JUNE 10, 1962, AND
ROGER A. BOWEN, FOR THE PURCHASE OF THE PREMISES
AT: 16130 MARSHFIELD, MARKHAM, ILLINOIS.

Notwithstanding anything in the printed form to the
contrary, it is specifically understood and agreed by the
parties hereto as follows:

Purchase Price: \$ 22,000.00

Sums due Seller shall be paid as follows:

Down Payment \$ 2,000.00

Credit -----

Agreement Balance
due hereunder 20,000.00

Total \$ 22,000.00

Down Payment shall be made as follows:

\$2,000.00 upon execution of Agreement

\$

The amount of \$ 20,000.00 due hereunder including
interest at the rate of 9 3/4 % per annum on the bal-
ance remaining from time to time unpaid, shall be paid with
twelve (12) consecutive monthly installments of
\$ 178.23 on the first day of each month
commencing with the Month of December, 19 78,
with a final payment on or before November 30, 1979.
Each monthly installment shall be applied first to the payment
of interest and the balance remaining shall be applied against
principal. Purchasers shall have the right to prepay in full,
at any time, as of the first of any month, the unpaid balance
due under this agreement upon thirty (30) days prior written
notice. The monthly installments for December, 19 78,
through March, 19 79, shall be paid on the 1st
day of April, 1979, the remaining 8 payments shall be
paid in the month due.

In addition to the monthly installments provided above,
Purchasers agree, simultaneously with the making of each monthly
installment, to deposit with the Seller a sum equal to one-
twelfth (1/12th) of the annual real estate taxes levied against
the premises, based on the tax bill for improved property for the
preceding year. Prior to the first tax bill for improved property
the monthly deposits shall be \$ 50.00 per month.

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Purchaser shall provide Seller with paid up insurance policy (Fire and Extended Coverage) for a minimum of 80% of replacement cost on property, and paid receipt to be furnished to Seller upon signing of this Agreement.

At the time this Installment Agreement for Warranty Deed is signed, Seller will exhibit to Purchaser the paid 1977 tax bills for this property.

Seller hereby guarantees that upon payment in full of this Installment Agreement, Seller will deliver free and clear title to Purchaser, subject only to current taxes and easements of record.

Other than provided hereinabove, Purchaser(s) understands they are purchasing the subject premises "as is" and that Seller shall not be required to provide labor or material hereunder whatsoever.

Purchaser(s) understands that there is an existing mortgage collateralized with the subject premises. If upon prepayment or completion of this Agreement, Purchaser(s) do not assume the existing mortgage, then Purchaser(s) shall pay whatever pre-payment charges are levied on Seller by Mortgage Institution.

The undersigned further agree that if default be made in any payments provided for in this contract or in case of the breach of any of the covenants or agreements contained in this contract to be performed by the undersigned, the principal sum above mentioned or any balance that may be unpaid thereon, together with all interest thereon as herein provided for, and any advances made by the Seller, together with all interest thereon as herein provided for shall at the option of the Seller, its successors or assigns, become immediately due and payable without notice and all of said principal, interest and advances, together with interest thereon at the same rate as the purchase price, shall be collectible immediately, or at any time after default, anything herein contained to the contrary notwithstanding.

The undersigned further agree that if default be made in any payments provided for in this contract, or in case of the breach of any of the covenants or agreements contained in this contract to be performed by the undersigned, Seller shall have the right to each of the following remedies and to exercise each or all simultaneously: PROVIDED PURCHASER HAS BEEN NOTIFIED IN WRITING, 30 DAYS IN ADVANCE BY CERTIFIED MAIL:

- (a) To declare a forfeiture hereunder, without notice to Purchasers, or exercising of such option and without process of law to immediately re-enter and take possession of the premises, and to dispose of said premises at either public or private sale, as Seller may elect, without any notice to the Purchasers, at which sale Seller may be a purchaser, and confess judgment against the Purchasers in the amount of any deficiencies remaining after said sale, including all costs assessable against Purchasers under the terms of this agreement, including without limitation all costs and charges for

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taking possession, advertising and holding such sale and all alleged liens placed thereon by acts of the Purchasers.

- (b) To declare a forfeiture hereunder without notice to Purchasers of all payments made by Purchasers under this contract, all of which said payments shall be retained by it on account of liquidated damages, and Seller thereupon shall have the right to re-enter and take possession of the premises and deal with it as its sole property without interference of any kind, nature or description whatsoever by the Purchasers or anyone acting in their behalf.
- (c) Any forfeiture hereunder shall be conclusively determined by the filing by the Seller, of a written declaration of forfeiture in the Recorder's office of Cook County.

Recording of this agreement shall constitute a continuing default hereunder.

Time is of the essence of this agreement. This contract shall be binding upon the heirs, executors, successors, and assigns (approved when necessary) of the parties hereto. In the event any monthly payment is not made by the fifteenth of the month, Seller shall have the right to assess a five (5) per cent charge for each late payment and assess penalties for Notices required and NSF checks returned.

This agreement is executed by LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said agreement contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenant, either expressed or implied, in said agreement (all such liability, if any, being expressly waived by the said Purchasers and by every person now or hereafter claiming any right or security thereunder) and that so far as the said Trustee is concerned, the owner of any indebtedness or right accruing under said agreement shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that the said trustee merely holds legal title to the premises therein described and has no control over the management thereof or income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust.

All notices hereunder shall be in writing, by Registered Mail, Return Receipt Requested and shall be directed to Seller, LaSalle National Bank, 135 South La Salle Street, Chicago, Illinois, and Funded Investments, Inc., 221 North La Salle Street, Chicago, Illinois, and to the Purchasers at 75 East 154th Street, Harvey, Illinois 60426.

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IN WITNESS WHEREOF, the Seller has caused this agreement and Rider to be signed by LA SALLE NATIONAL BANK, Trustee under Trust No. 29717, dated July 10, 1962, and the Purchasers have hereunto set their hands and seals the day and year first above written.


PURCHASER

LASALLE NATIONAL BANK,
Trustee under Trust
No. 29717, dated June 10,
1962.

PURCHASER

BY 

BY

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SUBORDINATION OF RIGHTS IN LAND TO MORTGAGE

WHEREAS, LA SALLE NATIONAL BANK, Trustee under Trust No. 29717, dated July 10, 1962.

by their mortgage dated Oct. 26, 1964, and recorded in the Recorder's Office convey unto St. Paul Federal Savings & Loan Assn., certain premises in Cook County, Illinois described as

Lot 25 (Except the South 15 Feet thereof) and all of Lot 26 in Block 7 in Croissant Park Markham, 3rd Addition being a Subdivision of the South 1/2 of the North East 1/4 of Section 19, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (except the North 103 Feet Thereof) in Cook County, Illinois.

Commonly Known as: 16130 Marshfield, Markham, Illinois.

to secure their note for SEVENTEEN THOUSAND TWO HUNDRED and 00/100ths (\$17,200.00)----Dollars with interest payable as therein provided; and recorded as Document No. 19291143.

WHEREAS, the undersigned have some right, interest and claim in and to said premises by reason of:

Installment Agreement for Warantee Deed.

but are willing to subject and subordinate their right, interest and claim to the lien of the above mentioned mortgage.

NOW THEREFORE, the undersigned in consideration of the premises and of the sum of One Dollar (\$1.00) paid to the undersigned, receipt of which is hereby acknowledged, do hereby covenant and agree with the said St. Paul Federal Savings & Loan Association, OF Chicago as mortgagee for the use and benefit of the legal holder of the note described in and secured by said mortgage that the right, interest and claim of the undersigned is and shall be and remain at all time subject and subordinate to the lien of mortgage to said St. Paul Federal Savings & Loan Association, as aforesaid for all advances made or to be made under the provisions

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of said mortgage or on the note secured thereby and for all other purposes specified therein; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WITNESS the hands and seals of the undersigned this 31 day of October, A.D. 1978.

[Signature] (SEAL) _____ (SEAL)
ROGER A. BOWEN, Purchaser
_____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose 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 31st day of October, A. D. 1978.

Judith Melenar
NOTARY PUBLIC



1978 DEC 16 AM 11 07

DEC-6-78 164011

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END OF RECORDED DOCUMENT