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15.00

CAUTION: Read all laws and ordinances before using or acting under this form. All warranties, including those of merchantability and fitness are hereby disclaimed.

AGREEMENT, made this 15th day of OCTOBER, 1985, between  
MATUK RANTISI and RIMONA RANTISI, his Wife, Seller, and

ZYGMUNT OLEJKO and MAREK OLEJKO and MIECZYLAW WOJCIK, 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 stamped 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 10 AND 11 IN THE SUBDIVISION OF THAT PART OF BLOCK 2 LYING IN THE NORTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF DYMOND HOMESTEAD SUBDIVISION OF PART OF LOT 6 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as 4400 North Milwaukee, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before October 1, 1985, 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., (b) ~~certificate of title issued by the Register of Deeds of Cook County, Illinois~~ (c) ~~recordable deed 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 Seller

PIN: 13-16-225-034 jaw  
THIS INSTRUMENT PREPARED BY IGNAZ KRATZ, 29 S. LA SALLE, CHICAGO, ILL.

the price of TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED (\$212,500.00) Dollars in the manner following, to-wit: \$10,000.00 paid as earnest money; \$65,000.00 plus or minus prorations at closing, the balance of \$137,500.00 shall be paid in equal monthly installments of \$1,514.01 per month, including interest of 12% per annum on the unpaid balance, beginning November 1, 1985 and ending with the payment of the entire balance then due on October 1, 1990 with interest at the rate of 12% per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on 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 1985 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 1985 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 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 14% 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.

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.

\*Strike out all but one of the clauses (a), (b) and (c).  
MAIL TO IGNAZ KRATZ, BOX 333 - TH 29 S. LA SALLE, CHICAGO, ILLINOIS

70-09-429-19

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Received on within Agreement  
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

Table with 4 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. The table is mostly empty with some faint lines.

GEORGE E. COLE  
LEGAL FORMS

612 242 58

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1985 OCT 18 PM 1:53  
85242719

Seller: Matlak Rantiss (SEAL)  
Seller: Emera Rantiss (SEAL)  
Buyer: Robert M. Mawmaw (SEAL)  
Buyer: W. D. Dyer (SEAL)  
Buyer: Monet Dyer (SEAL)

Sealed and Delivered in the presence of

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

21. 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.

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 heirs, executors, administrators and assigns of the respective parties.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be given or made on the date of mailing.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at \_\_\_\_\_, or to the last known address of either party, shall be sufficient service (the "cost" of any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing).

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.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by the exercise of the right of forfeiture, or any other right herein given.

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.

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.

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.

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.

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.

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 \_\_\_\_\_ per cent per annum until paid.

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## RIDER

THIS RIDER made and entered this 15th day of OCTOBER, 1985, by and between MATUK RANTISI and RIMONA RANTISI, his wife, Seller, and ZYGMUNT OLEJKO and MAREK OLEJKO and MIECZYLA WWOJCIK, Purchaser, attached to and made a part of a certain Installment Agreement for Warranty Deed dated OCTOBER 15, 1985, 1985, witnesseth as follows:

1. Purchaser shall have the right to prepay any part or all due under said Installment Agreement without interest or penalty.

2. In the event the subject premises are sold by Purchaser, the entire principal balance then due the Seller shall become immediately due and payable, and shall be paid in full.

3. In addition to the agreed installment of principal and interest, as provided in said Installment Agreement for Warranty Deed to which this Rider is attached, Purchaser shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum equal to 1/12th of the yearly taxes, and a sum equal to 1/12th of the last annual insurance premium, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. In addition, Purchaser will purchase his own Contract Purchasers Home Insurance showing the Seller as additional insured and will provide proof of such insurance at time of closing and throughout the time this Contract is in effect. Failure to make the deposits required hereunder shall constitute a breach of the Agreement to which this Rider is attached.

a) Seller is hereby authorized and directed to use the funds for the payment of said taxes and insurance premiums. Seller shall give the Purchaser an annual accounting of all such funds deposited and disbursed, including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

b) If the amount of the funds together with the future periodic deposits of such funds payable prior to the date of the aforesaid charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall first be applied to cure any breach in the performance of the Purchaser's covenants or agreements hereunder of which Seller has given written notice to Purchaser, and, second, at Purchaser's option, as a cash refund to Purchaser or a credit toward Purchaser's future obligation hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Purchaser shall pay to Seller any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Seller to Purchaser requesting payment thereof.

c) Seller may not charge for so holding and applying the funds, analyzing said account, or verifying or compiling said bills, nor shall Purchaser be entitled to interest or earnings on the funds. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Purchaser any funds held by Seller.

4. The amount due the Purchaser as proration for 1984-85 real estate taxes shall be retained by Seller in an escrow to be applied toward the payment of said taxes when bills are issued. Seller agrees his share of the 1985 taxes will be based on the number of days between January 1, 1985 and the date of closing.

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5. In consideration of the Seller furnishing a Contract Purchaser's Title Insurance Policy in the amount of the purchase price, it is expressly agreed that any continuation of title subsequent to the date hereof shall be at the expense of Purchaser.

6. The monthly payments due hereunder shall be paid no later than the 10th day of the month in which payment is due. In the event a payment is received by Seller on a day later than above specified, the Purchaser shall pay a late charge to Seller in an amount equal to that assessed against Seller, by Seller's mortgagee but in no event less than \$75.00.

7. Purchaser and Seller agree and understand that Seller presently has a first mortgage on the subject property. Seller specifically reserves the right to maintain the aforementioned mortgage under such terms and conditions as presently exist.

a) Seller and Purchaser understand and agree that at no time shall the Seller's balance under the aforementioned loan exceed the amount due Seller from Purchaser pursuant to this Agreement.

b) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage, or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Purchaser shall have the right but not the obligation, to make such payments or cure such defaults and to offset the amount so paid or expended, including all incidental costs, expenses and attorney's fees attendant thereto incurred by Purchaser to protect Purchaser's interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

c) Seller represents that he has a First Mortgage due GARY A. WORCESTER and that the balance due as of October 1, 1985 is \$69,646.57.

8. In cases of loss or damage to the subject premises, any insurance proceeds to which either or both of the parties hereto shall be entitled, shall be used at the option of the Purchaser to:

a) if the insurance proceeds are sufficient to fully reconstruct or restore the premises, or any improvements thereon, to pay for the restoration or reconstruction of such damaged or lost improvements, or,

b) in the event the insurance proceeds may be sufficient to fully restore the premises or any improvements thereon Purchaser may elect to pay the Seller the remaining balance due under the Articles and elect not to make any improvements or restoration or reconstruction.

c) in the event the insurance proceeds are not sufficient to fully reconstruct or restore the premises then, at Purchaser's option, Purchaser may add to the insurance proceeds any amount sufficient to pay the cost of fully reconstructing or restoring the required improvements and in the absence of Purchaser's election to pay the difference between the cost of reconstruction or restoration of the required improvements, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.

9. a) 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. It is not the intention of the parties hereto that the Seller be divested of any

right, title, or interest, legal or equitable, prior to delivery of deed, nor that the security of the lender of record be in any way diminished, so that lender of record could, under a provision in the Seller's mortgage document, if any, or otherwise, declare a default, or accelerate the principal balance of the loan, or increase the interest rate, or impose any other additional fees or charges. Nevertheless, any and all legal and equitable rights which would otherwise accrue by law to contract purchasers and contract sellers as a consequence of the interests acquired by the parties hereto but for this Paragraph 9, shall accrue to the Seller and Purchaser herein and all such rights are hereby incorporated in this agreement by this reference as though fully set forth herein.

b) If the lender of record attempts to declare a default, or to accelerate the principal balance, or to increase the interest rate or impose some other additional fee or charge based on an alleged transfer of interest of the Seller notwithstanding the foregoing Paragraphs 9(a) and 9(b), either party may at their own cost and expense lawfully resist same, or by agreement do so cooperatively, however if said attempt is acquiesced to by both parties or upheld by a final order of a court of competent jurisdiction, Purchaser shall be responsible for obtaining necessary funding.

10. 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 the 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 reenter and take possession of the premises. 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 in the Recorder's or Registrar's Office of said County, provided however that Seller shall first specify in writing the alleged default which if not cured within thirty (30) days of Purchaser's receipt of such notice may at Seller's option result in a declaration of forfeiture as provided in Purchaser's receipt of such notice may at Seller's option result in a declaration of forfeiture as provided in Chapter 57 (Forcible Entry & Detainer) of the Illinois Revised Statutes. No declaration of forfeiture shall be made unless and until such default remains uncured following the expiration of said thirty (30) day period. It is also the intention of the parties that the Purchaser be entitled to such additional rights as are established in behalf of contract purchasers under said Chapter 57 which are by this reference hereby included in this agreement. 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.

11. Possession of the premises shall be delivered to Purchaser at closing, unless otherwise agreed in writing. Real estate taxes, insurance premiums, rents, if any, and other similar items are to be adjusted pro rata as of the date of possession. Purchaser shall receive a credit at closing for current general taxes not yet paid based on the most recent ascertainable taxes and Seller shall receive a like credit as a

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reserve for the payment of taxes. Said reserve shall be increased by all tax payments made by Purchaser and decreased by taxes actually paid, the balance in the reserve to be credited to the Purchaser at the time of final payment. If taxes increase ten (10%) percent or more, when the exact amount of the taxes prorated under this agreement can be ascertained, the taxes may be reproporated by either party and the amount thus computed as due shall be promptly paid by the appropriate party. Real estate commission, if any, shall be paid at closing.

12. In addition to, and notwithstanding any of the provisions contained in the paragraphs of the Installment Agreement for Warranty Deed to which this Rider is attached, the parties agree as follows:

a) If Purchaser (1) defaults by failing to pay when due any single installment or payment when required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Purchaser, or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Sellers may treat such default as a breach of this agreement and Seller shall have one or more of the following remedies in addition to all other rights and remedies provided by law or in equity: (1) maintain an action for any unpaid installment; (2) declare the entire balance due and maintain an action for such amount; (3) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act subject to the rights of Purchaser to reinstate as provided in said Act.

b) As additional security in the event of default, Purchaser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

c) If default is based upon the failure to pay taxes, assessments, insurance or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become due and payable by Purchaser to Seller.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals to this Rider on the date above written.

SELLER:

Matuk Rantisi  
MATUK RANTISI

Rimona Rantisi  
RIMONA RANTISI

PURCHASER:

Zygmunt Olejko  
ZYG MUNT OLEJKO

Marek Olejko  
MAREK OLEJKO  
Mieczysław Wójcik  
MIĘCZYŁAW WOJCIK