

UNOFFICIAL COPY

C 110702-P
Goldwell Banker Title Services, Inc.

247 818
85 243 818

AGREEMENT, made this 1st day of August, 1985, between
Hugh J. Rose and Marion J. Rose, his wife

dated July 26, 1985 and known as #9574
Western National Bank of Cicero as Trustee under Trust Agreement, 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:

VACANT LOT NO. 2 AS
DESCRIBED IN EXHIBIT "A"
MR MURPHY

EXONERATION PROVISION RESTRICTING LIABILITY
of the WESTERN NATIONAL BANK of CICERO stamped
on the reverse side hereof is hereby expressly made
a part hereof.

It is agreed that no permanent structure
shall be affixed to the subject premises
without the written approval of Sellers having
been first had and obtained MR MURPHY

and Seller further agrees to furnish to Purchaser on or before August 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
Safeco Title Insurance Company, (b) certificate of 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, at such place as Seller may from
time to time designate in writing, and until such designation at the office of

J. Rose at 9001 W. 119th St., Palos Park, Ill. \$828.71 payable to Marion
J. Rose at 9001 W. 119th St., Palos Park, Ill. \$828.70 payable to Hugh

the price of Fifty Thousand and no/100 (\$50,000.00)
Dollars in the manner following, to-wit: \$100.00 upon execution of these articles and the
amount of the balance of \$49,900 in 36 equal monthly installments beginning
September 1, 1985 of \$1657.41 which includes principal reduction and interest
at the rate of 12% per annum. The final payment, if not sooner paid, is
due and payable on August 1, 1988.

with interest at the rate of 12% 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 August 1, 1985.

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 1984 & 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 12% 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 → Box 235

85 243 818

UNOFFICIAL COPY

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 in addition to the purchase price immediately due and payable to Seller, with interest at 12 percent 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, fees and costs shall be recoverable only if seller is successful in asserting his rights.

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 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 with copy to: Frank Neidert, 180 N. LaSalle, Chgo 60602 or to

Purchaser at 9005 W. 119th St. Palos Park, IL. with copy to Charles Gryll, 7 S. Dearborn Chgo 60603 or to the last known address of either party, shall be sufficient service thereon. 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. If any provision of this agreement shall be prohibited 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.

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 WESTERN NATIONAL BANK OF CICERO as trustee under Trust No. 2574 and not individually. Signatures of Charles Gryll and Frank Neidert with seals.

22. Upon execution of this agreement, Sellers shall deposit with Frank Neidert as Escrowee a duly executed and notarized Warranty Deed in recordable form to be held in Escrow until payment of the purchase price is made by Purchaser at which time said deed shall be released to Purchaser.

This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the WESTERN NATIONAL BANK of CICERO, personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

Received on within Agreement the following sums

Table with columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. Includes recording information: COOK COUNTY, ILLINOIS FILED FOR RECORD 85 OCT 21 AM 10:42 85243818

85 243 818

GEORGE E. COLE LEGAL FORMS

EXHIBIT A

VACANT

Lot 2 in Rose's 119th Street Addition being a Resubdivision of the North 17 feet of Lot 1 in Monson and Company's Resubdivision of Lots 1, 2, 3, 4, 5, 6, 12, and 13 and Lots A, B, and C and a private drive in Monson and Company's Second Palos Park Subdivision of the Northwest 1/4 of Northeast 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, together with Lot 1 of Rose's Resubdivision being a Resubdivision of Lot 1 in Rose's Lakewood Subdivision, being a Resubdivision of Lots 1 and 2 in Monson and Company's Resubdivision and part of vacated West 90th Street in said Section 27, all in Cook County, Illinois.

PPT# ~~23-27-02-0000~~ 23-27-202-017-0000

RP

Coldwell Banker Title Services, Inc.

Property of Cook County Clerk's Office

85 243 818

UNOFFICIAL COPY

Mail to:
Charles R. Gryll
7 S. Dearborn #1412
Chicago, IL 60603

Property of Cook County Clerk's Office