

AGREEMENT made this 22nd day of September 1977 between COLONIAL SAVINGS & LOAN ASSOCIATION, a Division of ALLIANCE SAVINGS & LOAN ASSOCIATION, Seller, and ROBERT JOHNSON and MARY L. JOHNSON, his wife, not as tenants in common, but in joint tenancy, 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 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 33 in Block 4 In Mc Coy's Addition to Englewood being a subdivision of the East half of the North West quarter of the North East quarter of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7227 South Carpenter Street, Chicago, Illinois,

20-29-211-009-0000 RP

Seller further agrees to furnish to Purchaser on or before the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the purchase price; (b) certificate of this record by the Registrar of Deeds; (c) copies of all recorded instruments showing liens on the premises; and (d) copies of all recorded instruments showing liens on the premises. 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 COLONIAL SAVINGS & LOAN ASSOCIATION, a Division of ALLIANCE SAVINGS & LOAN ASSOCIATION,

Eight thousand and no/100 (\$8,000.00) Dollars the price of the premises in the manner following, to-wit: Two Thousand and no/100 (\$2,000.00) Dollars upon the execution of this Agreement, the receipt of which is hereby acknowledged; the balance of Six Thousand and no/100 (\$6,000.00) Dollars payable in thirty-six (36) monthly installments of One Hundred Ninety Dollars and Eighty Cents (\$190.80) per month including interest at the rate of 6 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 execution of these Articles of Agreement, 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 1977 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:

- The conveyance to be made by Seller shall be expressly subject to the following:
 - General taxes for the year 1977 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - All installments of special assessments heretofore levied falling due after date hereof;
 - The rights of all persons claiming by, through or under Purchaser;
 - Easements of record and party-walls and party-wall agreements, if any;
 - Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - Roads, highways, streets and alleys, if any;
- 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.
- 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.
- 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.
- 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.
- 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.
- 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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Received on within Agreement the following sums

DATE: _____

AMOUNT: _____

RECEIVED BY: _____

GEORGE E. COLE LEGAL FORMS

8. No extension, change, modification or amendment to or of this agreement shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed 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.

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 in 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 retain 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 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 in 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, to waive process and service thereof and to be bound by any judgment against Purchaser in favor of Seller, or Seller's assigns, for such sums as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all claims and right of appeal from such judgment or judgment; 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 or persons 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 meaning of a notice or demand by registered mail to Seller at _____ 7229 S. Carpenter, Chicago, Illinois 60621 or to _____ or to _____

Purchaser at 7229 South Carpenter Street, Chicago, Illinois 60621, or to the last known address of either party, shall be sufficient service thereof, and 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, doth warrant, that not in excess of _____ other improvements or structures have been erected or existing on the dwelling which are listed in the dwelling contract before the execution of this contract has been recorded. Seller hereby represents and warrants within 10 days after the date of execution of this contract.

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

Sold and Delivered in the presence of _____

Walter A. Williams
WALTER A. WILLIAMS, REALTOR
ASSOCIATION OF REALTORS & LOAN ASSN.

55215080
Mr. I to: Robert & Mary Johnson
7229 S. Carpenter
Chicago, Illinois 60621

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1. The parties hereto agree that income tax for the year 1977, from January 1st to the date of the execution of this Agreement, shall be retained by the seller until such time as the general real estate tax bill is issued by the County Treasurer of Cook County. At that time, Seller will pay their pro-rata share of such taxes from January 1st to the date of the execution of this Agreement.

2. The parties hereto agree that the parties to this Agreement, in their present capacity, shall be jointly and severally liable for any and all expenses concerning the condition of the said premises; any expense of any kind incurred by the applicant as a result of any action instituted by the City of Chicago, or any other governmental agency, or any other governmental agency, in connection with the premises hereon, and shall have agreed to be responsible for any and all such expenses, and that they shall be responsible for any and all such expenses, in connection with the above.

3. Seller shall be responsible for the payment of all taxes to this title as of the date of this Agreement, but Seller shall remain liable for all such taxes when the purchaser herein have complied with the terms of this Agreement.

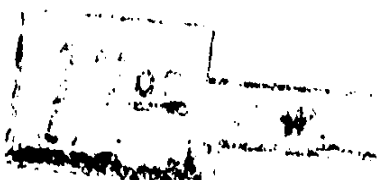
4. Despite any provision to the contrary contained herein, the parties hereto agree that the parties to this Agreement shall be jointly and severally liable for any and all expenses incurred by the purchaser herein, and that the purchaser shall have a period of one hundred twenty (120) days to conduct any search and/or other actions in connection with this Agreement, null and void.

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Walter J. ...
Walter J. ...

WALTER J. ...
BY: *Walter J. ...*

OFFICE OF THE CLERK OF COOK COUNTY
100 N. WASHINGTON ST., CHICAGO, ILL. 60602
TELEPHONE: 312-742-2111



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