INSTALLMENT AGREEMENT FOR WARRANTY DEED (ILLINOIS)

NO. 74 April, 1980

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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

GEORGE E. COLE® LEGAL FORMS



AGREEMENT, made this 23rd day of July, 19 85, between

MAMMOTH LIFE & ACCIDENT INSURANCE COMPANY, Seller, and

Divine Tree of Life Missionary Baptist Church, 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 Illinois recordable corporate 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:

Lot 74 in Gunderson's Addition to Chicago in the E 1/2 of the S.E. 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and commonly known as 4120 West 5th Avenue, Chicago, Illinois. Prty address

PTN 16-15-406-018-0000 ML

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and Seller further agrees to furnish to Purchaser on or before September 17, 19 85, 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 Insurance Company NA (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 Mammoth Life and Accident Insurance Company

the price of Twelve Thousand and no/100 Dollars ($12,000.00), as is Dollars in the manner following, to-wit: Down payment of one thousand dollars ($1,000.00) and Eleven thousand Dollars ($11,000.00) in equal monthly installments of one hundred twenty-nine and 90/100 dollars ($129.90) over a period of twelve (12) years, plus 1/12 of the annual real estate taxes, special assessments, fire and extended coverage insurance on the premises

with interest at the rate of 8% per cent per annum payable on the third day of each month on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on immediately, 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 19 85 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 85 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; subject to the terms and conditions of the Rider attached hereto.

2. Seller 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 Seller shall deliver to Purchaser 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 8% 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.~~

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

~~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.

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.

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 Post Office Box 2099, Louisville, Kentucky 40201 or to Purchaser at P.O. Box 1607, Robbins, Illinois 60472, 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, except as shown.

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.

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

Minneola White
Colleen M. Boyd

[signature] president FOR (SEAL)
DIVINE TREE OF LIFE MISSIONARY BAPTIST CHURCH [signature] secretary
MAMMOTH LIFE & ACCIDENT INSURANCE CO.
[signature] (SEAL)
Edwin Chestnut, Sr., Ex. V.P.-Treas.
[signature] (SEAL)
Ethelyn E. Kirby, V.P.-Sec.

Zedrick T. Braden III
witness to buyer's signature

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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**Received on within Agreement the following sums**

| DATE | INTEREST | PRINCIPAL | RECEIVED BY |
|---|---|---|---|

GEORGE E. COLE®
LEGAL FORMS

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RIDER TO INSTALMENT
AGREEMENT FOR WARRANTY DEED

MAMMOTH LIFE AND ACCIDENT INSURANCE COMPANY hereby agrees to hold harmless the DIVINE TREE OF LIFE MISSIONARY BAPTIST CHURCH from any claim or obligation growing out of a judgment entered in Case No. 78 CH 65167 in the amount of $2000.00.



MAMMOTH LIFE AND ACCIDENT
INSURANCE COMPANY

Date: July 23, 1985

By [signature]

Executive Vice Pres. - Treas.
OFFICE

85 276 554

RIDER TO INSTALLMENT
AGREEMENT FOR WARRANTY DEED

MAMMOTH LIFE AND ACCIDENT INSURANCE COMPANY hereby agrees to hold harmless the DIVINE TEMPLE OF LIFE MISSIONARY BAPTIST CHURCH from any claim or obligation growing out of a judgment entered in Case No. 76 CH 65167 in the amount of $2000.00.

MAMMOTH LIFE AND ACCIDENT
INSURANCE COMPANY

Dated: [illegible]

By: [illegible]

[illegible]

85276554

RIDER

This Rider is hereby attached to and made a part of the Installment Agreement for Warranty Deed between MAMMOTH LIFE AND ACCIDENT INSURANCE COMPANY, seller, and DIVINE TREE OF LIFE MISSIONARY BAPTIST CHURCH, purchaser and signed this 6 day of September, 1985.

1. In the event purchaser shall sell or assign his interest herein, the full amount of the balance due Seller shall at Seller's election, become due and payable.

2. Seller shall have the exclusive right to possession of the original hazard insurance policy.

3. Seller may from time to time, increase the amount of the tax and insurance escrow in order to prevent a deficiency in the amount required to pay such obligations.

4. Any partial payment on account of the indebtedness due, shall be first applied to interest, then to insurances, taxes, and the remainder of said payment to principal.

5. Upon payment of half of the purchase price, that is, six thousand dollars ($6,000.00) exclusive of interest, and upon production of proof that there are no liens of record against the purchaser, seller covenants and agrees to execute a warranty deed, conveying and transferring the title of the real property at 4120 West 5th Avenue, Chicago, Illinois to DIVINE TREE OF LIFE MISSIONARY BAPTIST CHURCH.

6. Purchaser shall not assign its interest in the premises without the express written consent of the seller. In the event the purchaser shall assign its interest in said premises with-



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# RIDER

This Rider is hereby attached to and made a part of the Installment Agreement for Warranty Deed between MAMMOTH LIFE AND ACCIDENT INSURANCE COMPANY, seller, and DIVINE [illegible] OF LIFE MISSIONARY BAPTIST CHURCH, purchaser and signed this 6 day of September, 196[illegible].

1. In the event purchaser shall sell or assign his interest herein, the [illegible] shall, at Seller's election, become due and payable.

2. Seller shall have the exclusive right to possession of the original hazard insurance policy.

3. Seller may from time to time, [illegible] the amount of the tax and insurance escrow [illegible] a deficiency in the amount required to pay such obligations.

4. Any partial payment [illegible] of the installments due, shall be first applied to interest, then to insurance, taxes, and the remainder of said payment to principal.

5. Upon payment in full of the purchase price, that is, six thousand three ($6,300.00) exclusive of interest, and upon production of proof that there are no liens of record against the purchaser, seller covenants and agrees to execute a warranty deed, conveying [illegible] the title to the real property at [illegible] North [illegible] Avenue, Melrose, Illinois to DIVINE [illegible] OF LIFE MISSIONARY BAPTIST CHURCH.

6. Purchaser shall not assign its interest in the premises without the express written consent of the seller. In the event the purchaser shall assign its interest in said premises with-

out the written consent of the seller, the seller may elect to declare the full amount due and payable.

7. It is further understood and agreed and covenanted by said purchaser that he shall be solely and exclusively responsible for the upkeep and maintenance of the said real property and the payment of the water bills. It is also understood that said property is purchased in an "as is" condition without recourse to the seller for any deficiencies in the condition of the property. In the event the said purchaser refuses to maintain said real property in a reasonable good condition, in the opinion of a qualified builder or other expert such that the deteriorated condition impairs the security of said property for the seller, it shall be deemed sufficient grounds for the seller to institute an action of forfeiture of said contract and installment agreement for a warranty deed for foreclosure, as the case may be.

8. Purchaser shall have 36 months within which to bring premises up to standards required by the Chicago Building Department.

9. Notwithstanding any other provision in the contract regarding title, the seller shall not be required to show merchantable title at the time of closing, but the seller shall be required to show merchantable title on or before the issuance of its corporate deed. Likewise, seller shall not be required to produce a contract purchaser's title policy or owner's title policy, as the case may be, until it is in a position to give merchantable title. In the event the seller shall be unable to give to the buyer merchantable title as provided herein, the buyer may elect to demand the return of all deposits from the



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out the written consent of the seller, the seller may elect to declare the full amount due and payable.

7. It is further understood and agreed and covenanted by said purchaser that he shall be solely and exclusively responsible for the upkeep and maintenance of the said real property and the payment of the water bills. It is also understood that said property is purchased in an "as is" condition without recourse to the seller for any deficiencies in the condition of the property. In the event the said purchaser refuses to maintain said real property in a reasonable good condition, in the opinion of a qualified builder or other expert such that the deteriorated condition impairs the security of said property for the seller, it shall be deemed sufficient grounds for the seller to institute an action of forfeiture of said contract and installment agreement for a warranty deed for foreclosure, as the case may be.

8. Purchaser shall have 36 months within which to bring premises up to standards required by the Chicago Building Department.

9. Notwithstanding any other provision in the contract regarding title, the seller shall not be required to show merchantable title at the time of closing, but the seller shall be required to show merchantable title on or before the issuance of its warranty deed. Likewise, seller shall not be required to produce a contract purchaser's title policy or owner's title policy, as the case may be, until it is in a position to give merchantable title. In the event the seller shall be unable to give to the buyer merchantable title as provided herein, the buyer may elect [illegible]

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seller and all receipted expenditures by the buyer made upon the premises in connection with their rehabilitation.

MAMMOTH LIFE & ACCIDENT INSURANCE CO.

Edwin Chestnut Sr. (SEAL)
SELLER - Edwin Chestnut, Sr., V. Pres.-Treasurer

Ethelyn E. Ashby
SELLER - Ethelyn E. Ashby, V. Pres.-Secretary

(SEAL)
BUYER President

(SEAL)
BUYER Secretary

Witness to Buyer's signature

Date September 6, , 1985.

END OF RIDER (consisting of 3 pages)

Installment Agreement between Divine Tree of Life Missionary Baptist Church and Mammoth Life And Accident Insurance Company.



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Seller and all itemized expenditures by the buyer made upon the premises in connection with their rehabilitation.

MAMMOTH LIFE & ACCIDENT INSURANCE CO.

(SEAL)
SELLER - Edwin Chestnut, Sr., V. Pres.-Treasurer

SELLER - Ethelyn E. Ashby, V. Pres.-Secretary

(SEAL)
BUYER President

(SEAL)
BUYER Secretary

Witness to Buyer's signature

Date September 6, 1965.

END OF RIDER (consisting of 3 pages)

Installment Agreement between Divine Tree of Life Missionary Baptist Church and Mammoth Life And Accident Insurance Company.



Mail TO:
E. Braden Jr.
30 W. Washington Street
Chgo, Il 60602

BOX 333 - HV