

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

AGREEMENT, made this 15th day of July, 1985, between

RAUL CARDONA and GLORIA CARDONA, his wife, Seller, and

SOA KIM NGUYEN and XUAN THANH NGUYEN, 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:

Lot 21 in Subdivision of North Part of Block 1 in Suffern's Subdivision of the South West 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Improved with three (3) story brick building.

This instrument prepared by Bahtiar Hoxha, Attorney at Law, 1041 West Granville Avenue, Chicago, Illinois 60660. and Seller further agrees to furnish to Purchaser on or before July 19, 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 Attorneys Title Guaranty Fund, Inc., (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 Seller's Attorney

the price of Fifty-Five Thousand and no/00 (\$55,000.00)

Dollars in the manner following, to-wit:

In accordance with Rider attached hereto and this reference made a part hereof, identified as EXHIBIT "A".

with interest at the rate of \_\_\_\_\_ 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 \_\_\_\_\_ at 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 1984 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 15 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. Insurance policies shall name the parties as their respective interests may appear.

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

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EXHIBIT "A"

RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED dated July 15, 1985, by and between RAUL CARDONA and GLORIA CARDONA, his wife (hereinafter referred to as "SELLER"), and SOA KIM NGUYEN and XUAN THANH NGUYEN (hereinafter referred to as "PURCHASER"), in connection with the premises commonly known as 2049 West Division Street, Chicago, Illinois.

22. The legal description of the premises which is the subject matter of this AGREEMENT is as follows:

Lot 21 in Subdivision of North Part of Block 1 in Suffern's Subdivision of the South West 1/4 of Section 6, Township 3<sup>d</sup> North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index No. 17-06-303-005 *RU*

23. The purchase price of Fifty-Five Thousand and no/00 (\$55,000.00) Dollars shall be paid by PURCHASER to SELLER as follows:

- a. SELLER acknowledges that PURCHASER has heretofore deposited in escrow with SELLER, as earnest money deposit, the sum of Five Thousand and no/00 (\$5,000.00) Dollars, which sum shall be applied toward the purchase price at closing.
- b. PURCHASER shall also pay interest at closing on Fifty Thousand and no/00 (\$50,000.00) Dollars at the rate of twelve (12%) percent per annum from the date of closing to ~~September 1, 1985.~~ *OCTOBER*

*Handwritten:* The remaining balance of the purchase price is the amount of Fifty Thousand and no/00 (\$50,000.00) Dollars shall be paid by PURCHASER to SELLER in equal monthly installment payments of Five Hundred Fifty and 55/00 (\$550.55) Dollars (amortized over twenty (20) years), including interest at the rate of twelve (12%) percent per annum, computed monthly on the entire sum remaining from time to time unpaid and remainder on the principal with the final payment on ~~August 1, 2005.~~ *SEPT.*

*Handwritten:* d. The monthly installment payments shall commence on the first day of ~~September, 1985.~~ *SEPT.* SELLER shall furnish to PURCHASER an amortization schedule of monthly installment payments at the closing of this real estate transaction.

- e. In addition to the monthly installment payment heretofore mentioned, PURCHASER shall deposit monthly with the SELLER an amount equal to one-twelfth (1/12th) of the annual general real estate taxes levied against the real estate and one-twelfth (1/12th) of the annual fire, lightning, windstorm, extended coverage and public liability insurance premiums. Such deposits are to be held by SELLER without any allowance of interest and are to be used for the payment of taxes, assessments and insurance premiums when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments or insurance premiums for any year when same shall become due and payable, the PURCHASER shall within ten (10) days after demand therefor deposit such additional funds as may be necessary in the judgment of the SELLER to pay such taxes and assessments in full. If the funds so deposited exceed the amount required to pay such

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IN WITNESS WHEREOF

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Board of Supervisors of Cook County, Illinois, on this day of \_\_\_\_\_, 19\_\_.

Witness my hand and the seal of the Board of Supervisors of Cook County, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Clerk of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Secretary of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Assistant Secretary of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Assistant Secretary of the Board of Supervisors of Cook County, Illinois

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Assistant Secretary of the Board of Supervisors of Cook County, Illinois

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Assistant Secretary of the Board of Supervisors of Cook County, Illinois

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taxes, assessments and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. At Purchaser's request, Seller agrees to furnish to Purchaser within ten (10) days of said request evidence of the payment of taxes and insurance premiums.

24. All policies of insurance to be furnished hereunder by PURCHASER shall be in forms, companies and amounts satisfactory to Seller and shall contain provisions to the effect that said policy or policies shall not be terminated or materially modified without ten (10) days' prior written notice to SELLER. PURCHASER shall deliver all policies together with evidence of payment of premiums thereon to SELLER at the time of closing.

25. All payments made by PURCHASER to SELLER hereunder shall be applied first to the deposits required hereunder, next to interest and the balance to the reduction of principal balances remaining due and unpaid.

26. PURCHASER shall have full prepayment privilege without notice and without penalty. No loan commission or service fee shall be charged to PURCHASER.

27. The real estate transaction shall close on ~~August 20~~ <sup>AUGUST 23</sup>, 1985 at the office of SELLER's attorney, or at such other place or date as may be mutually agreed upon by the parties.

28. Possession of the premises shall be delivered to PURCHASER at closing subject to existing leases.

29. General real estate taxes, water and sewer service charges, rents, security deposits, scavenger, exterminator, janitor, insurance and other similar or related items shall be adjusted ratably as of the time of closing. All pro rations are final unless provided otherwise herein.

30. SELLER agrees to furnish PURCHASER with a Contract Purchaser's Title Insurance Policy in the amount of Fifty-Five Thousand and no/00 (\$55,000.00) Dollars to be issued by Attorneys' Title Guaranty Fund, Inc..

31. SELLER agrees to furnish five days prior to closing a plat of survey showing the present location of all improvements.

32. SELLER warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the premises has been issued and received by SELLER or his agent. If a notice is received between date of acceptance of the contract and date of closing, SELLER shall promptly notify PURCHASER of such notice.

33. SELLER warrants and represents that all existing Leases are month to month and have no option to renew, cancel or purchase.

34. SELLER hereby agrees not to enter into any new Lease and will not cancel, modify or amend any existing Lease from and after the date of execution of this Agreement without the prior written consent of PURCHASER.

35. SELLER shall not permit any mechanic's lien or other lien or claim for lien to be placed against the property or permit the property to stand as collateral for any obligation of Seller, between possession date and the date of final payment.

36. It is agreed that the PURCHASER may record this Agreement with the Recorder of Deeds in Cook County, Illinois after the closing date of this real estate transaction.

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Chicago, Illinois, this 1st day of January, 1900.

That the undersigned, the Board of Supervisors of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

Attest:

My hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

My hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

My hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

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My hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

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37. At closing, SELLER agrees to deposit with Chicago Title and Trust Company, as escrowee, a fully executed and notarized warranty deed and an ALTA statement executed by SELLER.

38. It is agreed by and between the parties hereto that the documents shall be delivered by Chicago Title and Trust Company, as escrowee, when the final balance under the Installment Agreement for Warranty Deed shall have been paid. All costs of the escrow with Chicago Title and Trust Company shall be paid by PURCHASER.

39. To the extent, if any, that the terms, provisions and covenants to this Rider may be inconsistent or in conflict with the terms of the printed portion of the Installment Agreement for Warranty Deed to which this Rider is attached of which it is a part or the terms and provisions of the real estate sale contract dated June 24, 1985, it is agreed that the terms and provisions of this Rider shall be controlling and shall govern the rights and obligations of the parties hereto.

40. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the SELLER and PURCHASER.

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

Raul Cardona  
RAUL CARDONA

SOA KIM NGUYEN  
SOA KIM NGUYEN

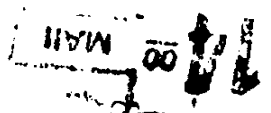
Gloria Cardona  
GLORIA CARDONA

YUEN THANH NGUYEN  
YUEN THANH NGUYEN

SELLER

PURCHASER

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~~RETURN TO:~~ UNOFFICIAL COPY

BAHTIAR HOXHA  
Attorney At Law  
1041 W. Granville Ave  
Chicago, Illinois 60660  
(312) 274-4211

THE ABOVE-NAMED PARTY HAS BEEN ADVISED THAT THE COURT HAS GRANTED THE PETITION FOR WRIT OF HABEAS CORPUS AND THE PETITIONER IS FREE TO GO.

THIS ORDER IS SUBJECT TO THE PETITIONER'S OBLIGATION TO COMPLY WITH THE COURT'S ORDER REGARDING THE PETITIONER'S CONDUCT.

IT IS ORDERED THAT THE PETITIONER SHALL COMPLY WITH THE COURT'S ORDER REGARDING THE PETITIONER'S CONDUCT.

WITNESSED MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

CLERK OF COURT

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