IOFFICIAL COPY 7555 AMRANTY DEED

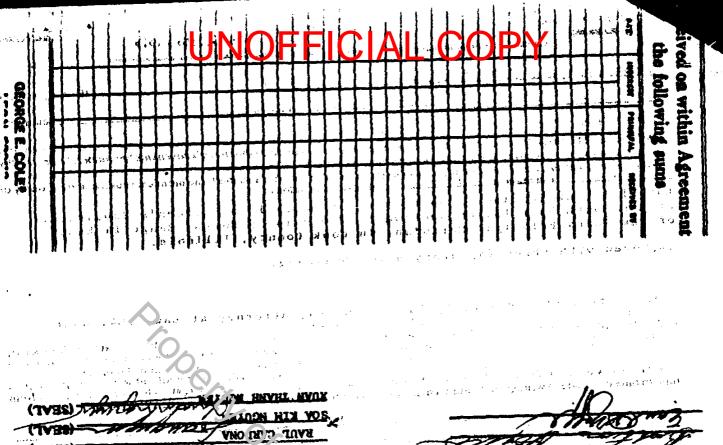
GREEMENT, made this	15th day of	Jul	. y	, 19 <u>85</u> , between
	ONA and GLORIA		s wife	, Seller, and
COA VIN NCHYEN an	A VIIAN THANK	NGUYEN		. Purchaser:
WITNESSETH that if Pun	chaser shall first make ti	he payments and perf	orm Purchaser's covens	nts hereunder, Seller hereby
warranty deed, with waiver of	f homestead, subject to the of	the matters bereinal described as follow	7 6.	
Lot 21 in Subdivis	ion of North	Part of Block	1 in Suffern	's Subdivision
of the South West of the Third Princ	1/4 of Section	1 6, Townshil	ntv. Illinois	de 14 cest
·	_			
Improved with thre	e (3) story b	rick building	3.	
This instrument pr	epared by Baht	iar Hoxha, A	ittorney at Lai	, 1041 West
Granville Avenue, and Seller further agrees to fu		e bendusen	19	19 85 , at Seller's expense,
the following evidence of til Attorneys Titls Cort	le to the premises: (8)	i Owners title ussuff	ruce doincy in the build	ant of the price, issued by
9112 1 1	and of side to thousand a	sarchuniubia iiila iii !	ieller on the dute helen	. Subject only to the matters
specified below in paragraph time to time designate in writi	i. And Purchaser hereb	y covenants and agree	es to pay to Seller, at si Sellers' At	ich place as Seller may from corney
fitting to mine designate as went	16 was more shell deaff.			
				
the price of Fifty-Five Th	housand and no/00	(\$55,000.00)		
Dollars in the manner following In accordance with Rid	no towit:			rt hereof.
identified as EXHIBIT	"A" .		interior and a bu	
	0,			
** * · · · · · · · · · · · · · · · · ·	1	use (Alabia		
with interest at the rate of		- (187) 1919	······································	
Possession of the premises a	hall be delivered to Pun	chaser onat_clo	aing	·
		, provided that Pu	rchaser is not then in de	fault under this agreement.
Rents, water taxes, insurance	e premiums and other s	imilar items ar 🕮 þe	adjusted pro rata as of t	he date provided herein for
delivery of possession of the pudelivery of possession, and if it amount of the most recent asce	se amount of such taxes	for the year 1985. Is not then ascertain	are to be prorated from able. The prorating shall	January 1 to such date for the done on the basis of the
It is further expressly unders	wwied beenge bas book	en the purities bereso	bat:	1097
1. The Conveyance to be mend subsequent years and all t	axes, special assessmen	its and special taxes	levied after the date he	read: this all installments of
special assessments heretofore Purchaser; (d) easements of re	levied falling due after	date hereof; (c) the	rights of all persons cla	ming by, through or under
occupancy restrictions, condition	cord and party-walls at one and covenants of re	ou party-wan agreen cord, and building as	ients, it any (16) buildit id anning is wa find ordin	ig, building line and use or lances; (I) roads, highways,
streets and alleys, if any;			0.	•
2. Purchaser shall pay before	re socrusi of any nenalt	v anv and all taxes ar	d installments of specia	Concernents pertaining to
the premises that become paya Seller duplicate receipts showing	ble on or after the date ig timely payment there	: for delivery of possi lof.	tasion to Purchases, a/A	Surchaser shall deliver to
Purchaser shall keep the any waste on or to the premises	buildings and improved	nents on the premise	in good repair and shall	la citler suffer nor commit
make such repairs or eliminate and payable to Seller, with inter	such waste and the cost	thereof shall become	an addition to the purc	tase price immediately due
4. Purchaser shall not suffer	or permit any mechanic	e's lien or other lien to	attach to or be against (he premises, which shall or

- may be superior to the rights of Seller.
- S. Every contract for repairs and improvements on the premues, 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, or all 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 promotly 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 transferce or assignee any right, title or interest herein or hereunder or in the previous, but shall render this contract null and void, at the election of Seller; and Purchaser will not less the premises, or any purposes, without Seller's written consent.

 7. No right title or interest legal or equitable, in the premises, or any part thereof, shall yest in Purchaser until the delivery.
- 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 bereto.
- 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 chames (a), (b) and (c).



WHOODER -commercial markets belief 1994 IN WITNESS WHEREOF, the parties to this agreement have berein orga sint to encisivory gninismon add 21. It may provision of this agreement shell in in included or in is a probable λ , λ or invalid and a probable of line in the probability, without in wildering or allocing the the 20. Selber warrants to Furcheser that no notice from any only, village or other governs violation which existed in the dwelling structure before has contract this contract. Perfore the agent within 10 years of the date of enscution of th is contract. mental authority of a dwaling coors has been received by the Selier, his .91 The time of payment should be of the one in the case. ence of the contract, and the cover sculors, t.m nintrators and emigns in since the respective parties Furthesst at IX L411 Mant Touth's A. No. Mant Touth's A. O. Catheres sufficient service at seathers of mailing. warf of borneeb of flash missed hebivary as ballom brames to eston 724 ABROLD SUP SA 2756 N. Pine Grove Apt. 1105, Chi. 4505, td one to be seen and demands because 3025, tc One torch la Salla St., Sutte 3025, tc One torc ITTTUOTE COCOS CP7Ce8o1 1756 N. TTI ting. The mailing of a motion or denomal of to the section with the second of the corner at In rolla? of Ham berei 17, if there be more than one bevelo and the verbs and pronos plural.

sis se "Seller" or es "Parcheser", nich word or worde wherever u b, akthough enpressed in the singular, shall be reed and construct

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15. The remedy of forteiture herein given to Seller shall not be enchaive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every such remedy, contamporaneously or otherwise, will equity, and shall have the right to maintain and processes any since every such remedy, contamporaneously or otherwise, will the exercise of the left of invalences, or any other right herein given.

16. Purchaser halve in invalence any entering any attorney of any court of vecost, in Purchaser's name, on default by Lincolasty of Seller in any contact and other process.

14. Purchaser shall pay to Seller all costs and expenses, including arternary's foes, incurred by Seller in any action of Seller all provisions of this agreement, and Parchaser will pay to Seller all proventing and provisions of this costs and expenses, including attorney's fees, incurred by Seller in autoring any of the provisions betach, and all any action brought by Seller against Purchaser on excent of the provisions betach by Seller against Purchaser on excent of the provisions brought by Coller against and incurred in any proceeding brought by Coller against and attorney's fees and showing brought by Seller against of any judgment entered in any proceeding brought by Coller against Purchaser on or ender the agreement.

13. In the event of the terminetion of this agreement by lapse of time, forfoliure or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shell belong to and be the property of Seller without finished, which without seller is a secount to Purchaser therefor or for any part thereof.

12. In the event this agreement shall be declared mill and void by Seller on account of any default, breach or violation by Urchasser in any of the provisions between, this agreement shall be mull and void and be so conclusively determined by the filling. Burchasser in any of the provisions of forfeiture bereof in the Recorder's office of and County.

By Seller of a written declaration of forfeiture hereof in the Recorder's office of and County.

11. In case of the failure of Parchases to make any of the payments, or any part thereof, or perform any of Purchases's coverants hereaches, this agreement, and such payments that to retained by Solies in tell satisfaction and as liquidated damages payments made on this agreement, and such payments shall be retained by Solies in tell satisfaction and as liquidated damages payments made on this agreement, and such such payments shall be retained by Solies in tell satisfaction and as liquidated damages by Solies made on this promises aforesaid.

19. If Perchases falls to pay teacs, sessentiette, insurance premiums or any other item which Purchases is obligated to pay such items and any amount so paid shall become an addition to the purchase price interesting due and payable to Seller, with interest at ________ per cont per ennum until paid.

11. In case of the failure of Furthers to make an of the remember of the case of the failure of Furthers.

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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° North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permarent Tax Index No. 17-06-303-005 %

- 23. The turchase price of Fifty-Five Thousand and no/00 (\$55,000.00) Dollers 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 as 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.

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 a: 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 1, 2005.

d. The monthly installment payments shall commerce on the first day of seconds; 1985. SELLER shall furnish to PURCHASER an amortization schedule of month; 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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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. PURCHASTR 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 1985 at the office of SELLFR'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 takes, 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 PURCHAPER with a Contract Purchaser's Title Insurance Policy in the arount 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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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.
- 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 WAEREOF, the parties to this Agreement and Rider have hereunto set their hands and seals, the day and year first above written.

RAUL CARDONA

GLORIA CARDONA

SELLER

THANH

SOA KIM

PURCHASER The Control of the Co

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