

MAIL TO: GEOFFREY C. MILLER

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85-324253

INSTALLMENT AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT is made this 6th day of December, 1985, by and between PAUL E. MICK and NANCY J. MICK, his wife (hereinafter jointly called the "Seller") and JERRY DEEN BAILEY, DENISE R. ABBOTT and KAREN L. ABBOTT (hereinafter collectively called the "Purchaser"), as Joint Tenants.

In consideration of the mutual covenants, conditions and promises hereinafter contained, the parties hereto DO HEREBY AGREE AS FOLLOWS:

1. 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 stamped, recordable Warranty Deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and the State of Illinois, legally described as follows:

LOT 4 (EXCEPT THE NORTH 40 FEET THEREOF AND EXCEPT THE SOUTH 40 FEET THEREOF) IN BLOCK 7 IN BROOMELL BROTHERS ADDITION TO HARVEY A SUBDIVISION OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT PROPERTY INDEX NUMBER: 29-18-414-014

PROPERTY ADDRESS: 15614 Marshfield, Harvey, Illinois

2. Seller further agrees to furnish to Purchaser, on or before execution hereof and at no other time, at Seller's expense, an Owner's title insurance policy in the amount of the Purchase Price, issued by any title insurer licensed to do business in the State of Illinois, insuring Purchaser's interest as a Contract Purchaser, showing merchantable title in Seller on the date hereof, subject only to the following:

(a) General taxes for the year 1985 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof.

(b) The rights of all persons claiming by, through or under Purchaser.

(c) Public utility easements of record.

(d) Building, building line and use and occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances.

(e) Roads and highways, streets and alleys.

3. 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, the total Purchase Price of THIRTY THOUSAND DOLLARS (\$30,000.00), in the following manner, to-wit:

(A) Upon the execution of this Agreement, the Purchaser shall deliver to the Seller, as and for a Down Payment, the sum of TWO THOUSAND DOLLARS (\$2,000.00), payable by Cashier's or Certified Check.

(B) The remaining balance of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) plus interest at the rate of Twelve Percent (12.0%) per annum on the balance from time to time unpaid, shall be payable in equal, monthly installments of principal and interest in the amount of TWO HUNDRED EIGHTY-EIGHT

85-324253

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INSTALLMENT AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT is made this 1st day of December, 1988, by and between PAUL E. MICK and NANCY J. MICK, his wife (hereinafter jointly called the "Seller") and JERRY DEAN BAILEY, DENNIS P. ABBOTT and KAREN L. ABBOTT (hereinafter collectively called the "Buyer"), as Joint Tenants.

In consideration of the mutual covenants, conditions and promises hereinafter contained, the parties hereto DO HEREBY AGREE AS FOLLOWS:

1. The Seller hereby covenants to sell, convey and warrant to the Buyer the premises described in the County of Cook and the State of Illinois, to-wit: (hereinafter called the "Premises")

LOT 4 BEING THE NORTH 40 FEET THEREOF AND EXCEPT THE SOUTH 40 FEET THEREOF IN BLOCK Y IN EDGEMOND BROTHERS ADDITION TO HARVEY A SUBDIVISION OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1544 Northfield, Harvey, Illinois
PROPERTY TAX MAP INDEX NUMBER: 29-18-41-1-4

2. The Seller hereby agrees to transfer to the Buyer all of his or her interest in the Premises and all other interests therein, together with all taxes, liens and encumbrances thereon, and to execute and deliver to the Buyer a Warranty Deed, together with all other instruments necessary to carry out the purposes of this Agreement.

(A) General taxes for the year 1988 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof.

(B) The rights of all persons claiming by, through or under the Seller.

(C) Public utility easements of record.

(D) Building, building lines and use and occupancy regulations, conditions and covenants of record, and building and zoning laws and ordinances.

(E) Roads and highways, streets and alleys.

3. The Seller hereby covenants to pay to the Buyer, at the time and place as hereinafter provided, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) in the following manner, to-wit:

(A) Upon the execution of this Agreement, the Seller shall deliver to the Buyer, as and for a Down Payment, the sum of TWO THOUSAND DOLLARS (\$2,000.00), payable by check to Certified Check.

(B) The remaining balance of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) plus interest at the rate of Twelve Percent (12.0%) per annum on the balance from time to time unpaid, shall be payable in equal, monthly installments of principal and interest in the amount of TWO HUNDRED EIGHTY-EIGHT

1544 Northfield Harvey, Illinois

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and 01/100 DOLLARS (\$288.01), payable on the 1st day of January, 1986, and on the 1st day of each and every month thereafter for Twenty-three (23) consecutive months, and a final payment of principal and any accumulated interest on the 1st day of January, 1988. The parties hereby agree that all such interest shall be payable in arrears.

(C) Any and all payments hereunder shall be applied first to the satisfaction of any interest payable hereunder and shall then be applied to the payment of principal.

(D) Notwithstanding anything to the contrary contained herein, the Purchaser shall be entitled to prepay any portion or all of the unpaid balance hereunder without penalty.

4. Possession of the subject premises shall be delivered to Purchaser upon the execution of this Installment Agreement for Warranty Deed by all parties hereto, provided that Purchaser is not then in default under this Agreement.

5. 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 subject premises. General real estate taxes for the year 1985 are to be prorated to such date for delivery of possession.

6. In addition to any other payments provided for herein, the Purchaser shall pay to the Seller, commencing on January 1, 1986, and thenceforth with each monthly installment of principal and interest due hereunder, a sum equal to One-Twelfth (1/12) of the last ascertainable general real estate tax bill levied against the subject premises plus One-Twelfth (1/12) of the annual premium for the insurance policy or policies required to be maintained by Purchaser hereunder. Seller shall pay the actual tax bills and insurance premiums during the term hereof and shall make all such payments with the funds held by Sellers in escrow on behalf of the Purchaser. In the event that any such payment or payments shall exceed the amount of the Purchaser's escrow or shall deplete such escrow below a reasonable allowance for future payments, Purchaser shall pay any such deficiencies immediately upon demand therefor by the Seller. Upon receipt of reasonable request from the Purchaser, the Seller shall provide to the Purchaser satisfactory evidence that such taxes and insurance premiums have been fully paid.

7. Purchaser hereby agrees that Purchaser shall, during the term hereof, maintain a hazard insurance policy insuring the subject property against loss from fire and other customary risks, in an amount at least equal to \$30,000.00. Such policy shall show the Seller and the Purchaser as insured parties. In the event of any loss for which proceeds shall be payable to the Seller by such insurer, the Seller agrees that any such proceeds will be expended by or at the direction of the Purchaser for the repair or replacement of the premises. In the event of a loss in an amount at least equal to the unpaid balance of the Purchase Price hereunder, upon the receipt of a written direction from the Purchaser, the Seller, instead of expending such proceeds on the repair or replacement of the premises, shall apply such proceeds to the payment of the unpaid balance of the Purchase Price hereunder and shall immediately pay the balance of such proceeds, if any, to the Purchaser. The premiums payable as the result of maintaining the hazard insurance required hereby shall be paid by the Purchaser, without contribution thereto by the Seller. In addition, the Purchaser shall maintain public liability insurance with limits of \$300,000 per occurrence for personal injury and \$50,000 for property damage, naming the Seller and the Purchaser as insureds.

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8. The parties expressly agree that the Purchaser shall make no improvements to the subject premises without the prior written consent of the Seller thereto. The Purchaser agrees that the Purchaser shall be solely responsible for any and all costs of making or contracting for such improvements, without contribution thereto by the Seller. In the event of a default hereunder, the Seller shall not be obligated to pay or grant credit to the Purchaser for any expenditures made in connection with such improvements. The Purchaser further agrees that the Purchaser will take any and all action required by the City of Harvey or any other governmental body or agency in connection with any such improvements.

9. After the execution hereof, the Purchaser shall keep any improvements on or to the subject premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if the Purchaser fails to make any such repairs or suffer or commit waste, the 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 the Seller.

10. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall be superior to the rights of the Seller.

11. 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 for such repairs and improvements shall be promptly delivered to and may be retained by the Seller.

12. 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 Agreement null and void, at the election of the Seller.

13. 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.

14. 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 all parties hereto.

15. If Purchaser fails to pay taxes 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.

16. In the case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the Purchaser's covenants hereunder, and if such default shall not be cured by Purchaser within thirty (30) days following written notice of such default delivered to the Purchaser, this

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8. The parties expressly agree that the Purchaser shall make no improvements to the subject premises without the prior written consent of the Seller. The Purchaser agrees that the Purchaser shall be solely responsible for any and all costs of making or maintaining for such improvements. In the event of a default by the Seller, the Seller shall not be obligated to pay or grant credit to the Purchaser for any expenditures made in connection with such improvements. The Purchaser further agrees that the Purchaser will take any and all action required by the City of Harvey or any other governmental body or agency in connection with any such improvements.

9. After the execution hereof, the Purchaser shall keep any improvements on or to the subject premises in good repair and shall neither alter nor commit any waste on or to the premises, and if the Purchaser fails to make any such repairs or alter or commit waste, the Seller may wish to make such repairs or eliminate such waste and the cost thereof shall be added in addition to the Purchase Price immediately due and payable to the Seller.

10. Purchaser shall not suffer or permit any mechanical, lien or other claim to be placed on or against the premises, which shall be superior to the title of the Seller.

11. 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 of 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 of release of lien upon the part of the party contracting, and a signed copy of every such contract for such repairs and improvements shall be promptly delivered to and may be retained by the Seller.

12. Purchaser shall not transfer or assign this Agreement or any interest therein, without the prior written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any title, title or interest herein or hereunder or in the premises, but shall render this Agreement null and void at the election of the Seller.

13. 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 hereunder by Seller, or until the full payment of the Purchase Price at the time and in the manner herein provided.

14. 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 all parties hereto.

15. If Purchaser fails to pay taxes or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such item, and any amount so paid shall become in addition to the Purchase Price immediately due and payable to Seller.

16. In the case of the failure of the Purchaser to make any of the payments or any part thereof, or perform any of the Purchaser's obligations hereunder, and if such default shall not be cured by Purchaser within thirty (30) days following written notice of such default delivered to the Purchaser, this

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Agreement shall, at the option of the Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this Agreement and such payments shall be retained by the 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.

17. In the event that this Agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser of 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 in the Office of the Recorder of Deeds of Cook County.

18. 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 the 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.

19. The Purchaser shall pay to Seller all costs and expenses, including attorney's fees and court costs, 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.

20. 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.

21. The parties hereto, for themselves, their heirs, successors, personal representatives and assigns, agree to be bound by this Installment Agreement for Warranty Deed.

22. This Agreement contains the entire understanding between the parties hereto and supercedes all prior written or oral agreements or undertakings. Any prior agreements or understandings between the parties are hereby declared to be null and void unless incorporated into this Agreement.

23. In the event that the Purchaser shall fail to make payment of any installment due pursuant to Paragraph 3(B) or Paragraph 6 hereof within Fifteen (15) days of the due date thereof, such installment shall be subject to a late charge equal to Ten Percent (10%) of such installment.

24. The parties to this Agreement shall, upon the execution hereof, deliver to Geoffrey C. Miller, attorney for the Seller, as escrow agent for the mutual benefit of the parties hereto, the following documents:

A. From the Seller, a fully executed Warranty Deed, dated as of the date of the execution of this Agreement, conveying fee simple title to the Purchaser, with waiver of homestead, and subject to the matters hereinbefore set forth.

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Agreement shall, at the option of the Seller, be terminated and determined, and Purchaser shall forfeit all payments made on this Agreement and such payments shall be retained by the Seller in full satisfaction and no litigation brought by Seller against and the possession of the premises.

17. In the event that this Agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser of 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 or forfeiture in the Office of the Recorder of Deeds at Cook County.

18. 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 the 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.

19. The Purchaser shall pay to Seller all costs and expenses, including attorney's fees and court costs, 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 Seller will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in satisfaction of the provisions 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.

20. 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 of 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.

21. The parties hereto, for themselves, their heirs, successors, personal representatives and assigns, agree to be bound by the final and absolute judgment for Warranty Deed.

22. This Agreement contains the entire understanding between the parties hereto and supersede all prior written or oral agreements or understandings. Any prior agreements or understandings between the parties hereto are hereby declared to be null and void unless incorporated into this Agreement.

23. In the event that the Purchaser shall fail to make payment of any installment due pursuant to Paragraph 20 of this Agreement within fifteen (15) days of the due date thereof, such installment shall be subject to a late charge equal to Ten Percent (10%) of such installment.

24. The parties to this Agreement shall, upon the execution hereof, deliver to Geoffrey C. Miller, attorney for the Seller, all necessary documents for the mutual benefit of the parties hereto, the following documents:

A. From the Seller, a fully executed Warranty Deed, dated as of the date of the execution of this Agreement, conveying the title to the Purchaser, with a copy of homestead, and subject to the matters hereinafter set forth.

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B. From the Purchaser, a fully executed Quit Claim Deed, dated as of the date of the execution of this Agreement, conveying all of the Purchaser's right, title and interest in and to the subject premises to the Seller.

The above described documents shall be held by such escrow agent pursuant to Escrow Trust Instructions in the form and content as attached hereto as Exhibit "A", which Escrow Trust Instructions shall be executed immediately following the execution of this Agreement and which are, by this reference, incorporated herein and made a part hereof.

25. If there be more than one person designated herein as "Seller" or "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.

26. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered or certified mail to Seller at R.R. #3, Box 23, Petersburg, Illinois 61675 or at such address as shall be specified hereafter, or to Purchaser at the property address, or to 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.

27. If any provision of this Agreement shall be prohibited by or be 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.

28. Time is hereby declared by the parties hereto to be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties to this Installment Agreement for Warranty Deed have herunto set their hands and seals as of the day and date first above written.

Paul E. Mick

PAUL E. MICK "Seller"

Jerry Dee Bailey

JERRY DEE BAILEY "Purchaser"

Nancy J. Mick

NANCY J. MICK "Seller"

Denise R. Abbott

DENISE R. ABBOTT "Purchaser"

Karen L. Abbott

KAREN L. ABBOTT "Purchaser"

THIS INSTRUMENT WAS PREPARED BY GEOFFREY C. MILLER, Attorney at Law, 930 West 175th Street, Homewood, Illinois 60430

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It is from the Purchaser, a fully executed
Quit Claim Deed, dated as of the date of the execution of this
Agreement, conveying all of the Purchaser's right, title and
interest in and to the subject premises to the Seller.

The above described documents shall be held by such escrow agent
pursuant to Escrow Trust Instructions in the form and content as
attached hereto as Exhibit "A", which Escrow Trust Instructions
shall be executed immediately following the execution of this
Agreement and which may, by this release, be incorporated herein
and made a part hereof.

25. If there be more than one person designated
herein as "Seller" or "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.

26. All notices and demands hereunder shall be in
writing. The mailing of a notice or demand by registered or
certified mail to Seller at 8141 W. 73rd, Bolingbrook,
Illinois 60470 or at such address as shall be specified
herein, or to Purchaser at the property address, or to 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.

27. If any provision of this Agreement shall be
prohibited by or be invalid under applicable law, such provision
shall be inoperative to the extent of such prohibition or
invalidity, without invalidating or affecting the remainder of
such provision or the remaining provisions of this Agreement.

28. Time is hereby declared by the parties hereto to
be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties to this Instrument
Agreement for Warranty deed have hereunto set their hands and
affixes of the day and date first above written.

----- JERRY DEAN BAILLY "Purchaser"	----- RANDI E. MICK "Seller"
----- DENISE M. ABBOTT "Purchaser"	----- NANCY J. MICK "Seller"
----- KAREN L. ABBOTT "Purchaser"	

THIS INSTRUMENT WAS PREPARED BY GEOFFREY G. MILLER, Attorney at
Law, 930 West 17th Street, Homewood, Illinois 60430

95-351809

ESCROW TRUST INSTRUCTIONS.

TO: Geoffrey C. Miller
The Law Offices of Geoffrey C. Miller
930 West 175th Street
Homewood, Illinois 60430

You are hereby instructed to make delivery of the following described instruments, which instruments have been deposited with you contemporaneously with the execution of these Escrow Trust Instructions, upon receipt by you of satisfactory evidence of compliance with the Instructions contained herein.

Description of Instruments Deposited

1. Warranty Deed, dated as of the date of the execution of the Installment Agreement for Warranty Deed of which these Instructions are a part, executed by PAUL E. MICK and NANCY J. MICK, conveying fee simple title to the subject premises to JERRY DEEN BAILEY, DENISE R. ABBOTT and KAREN L. ABBOTT.

2. Quit Claim Deed, dated as of the date of the execution of the Installment Agreement for Warranty Deed of which these Instructions are a part, executed by JERRY DEEN BAILEY, DENISE R. ABBOTT and KAREN L. ABBOTT conveying all of their right, title and interest in and to the subject premises to PAUL E. MICK and NANCY J. MICK.

INSTRUCTIONS

1. In the event that you shall receive a written request from the Purchaser for the delivery of the aforesaid instruments, accompanied by a statement that the Purchaser has fully complied with each and every one of the terms and conditions of the Installment Agreement for warranty Deed, you shall promptly send a written notice to the Seller, by certified or registered mail, that the Purchaser has so requested delivery of the deposited instruments. If you do not receive an objection to delivery of the deposited instruments from the Seller within thirty (30) days following the giving of the said notice to the Seller, you shall immediately deliver the deposited instruments to the Purchaser. If you do receive a written objection to the delivery of the deposited instruments within such thirty (30) day period, you shall retain the said deposited instruments until you shall receive either (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed, or (b) a Court order establishing the rights of the respective parties to the subject premises.

2. In the event that you shall receive a written request from the Seller for the delivery of the deposited instruments, accompanied by a statement that the Purchaser is in default and that the period within which such default may be cured has expired, you shall promptly send a written notice to the Purchaser, by certified or registered mail, that the Seller has so requested delivery of the deposited instruments. If you do not receive an objection to the delivery of the deposited instruments from the Purchaser within thirty (30) days following the giving of the said notice to the Purchaser, you shall immediately deliver the deposited instruments to the Seller. If you do receive a written objection within such thirty (30) day period, you shall retain the said documents until you shall

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receive either (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed, or (b) a Court order granting the right of possession of the subject premises to the Seller pursuant to the Forcible Entry and Detainer Act of the State of Illinois or an order of any Court establishing the rights of the respective parties to the subject premises.

3. For the purposes of the foregoing, any thirty (30) day period for objection to the delivery of the deposited instrument shall commence upon the date that the said notice is mailed by the Escrow Agent.

Release

The parties hereto do expressly agree, for themselves, their heirs, their personal representatives, their successors and assigns, that the above named Escrow Agent is hereby released from any and all liability, claim or obligation whatsoever as a result of the delivery of the deposited documents as herein provided.

These Escrow Trust Instructions have been executed by all parties hereto as of the day and date of the Installment Agreement for Warranty Deed of which they form a part.

PAUL E. MICK, Seller

JERRY DEEN BAILEY, Purchaser

NANCY J. MICK, Seller

DENISE R. ABBOTT, Purchaser

KAREN L. ABBOTT, Purchaser

Acceptance

I hereby receipt for the deposited instruments as described in the foregoing Escrow Trust Instructions and agree to hold the same pursuant to the terms and provisions set forth therein.

GEOFFREY C. MILLER

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