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AGREEMENT, made this 24th day of September 1985, between FACILE NATIONAL BANK AS TRUSTEE Under Trust Agreement dated April 16, 1979 and known as Trust No. 100919, Seller, and

EMER FASULA and JOHN F. FASULA, JR., 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 Stamped 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 18 in Resubdivision of Lots 18 to 36 and 70 to 73 in Block 4 in Hubbard's Subdivision of Commissioner's Division of Lot 14 in Block 24 in Canal Trustee's Subdivision of South Fraction of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

ADDRESS: 3051 S. Poplar Avenue - Chicago, Illinois
PFI: 17-22-427-021-0000 AA

13.00

Contract Purchaser's Form #2
and Seller further agrees to furnish to Purchaser on or before October 15, 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 Chicago Title Insurance Company; (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 Beneficiary, PAY TO: Peter Maniatis - 10524 N. 71st Pl., Scottsdale, Arizona 85254 (SUBJECT TO LETTER OF DIRECTION FROM TRUSTEE)

the price of TWENTY-FIVE THOUSAND & NO/100ths (\$25,000.00) Dollars in the manner following, to-wit: \$1,500.00 heretofore received by Seller's beneficiary and holder of the power of direction, Peter Maniatis (Beneficiary). The balance of \$21,500.00, with interest from October 15, 1985 on the principal remaining from time to time unpaid at the rate of 12% per annum, payable in instalments (including principal and interest) shall be paid in the following manner: \$379.53 or more on the 15th day of November, 1985 and \$379.53 (Continued on Rider attached hereto and by this reference with interest at the rate of 12% per cent per annum payable monthly made a part hereof) on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on October 15, 1985

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 1985 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 eight 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.

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

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Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
1985 DEC 19 AM 11:09		85380286	

COOK COUNTY, ILLINOIS
FILED FOR RECORD

PHILIP K. GORDON
Attorney at Law

809 West 35th Street
Chicago Illinois 60609
927-4331

GEORGE E. COLE
LEGAL FORMS

(SEAL) _____
 (SEAL) _____
 (SEAL) _____
 (SEAL) _____

Sealed and Delivered in the presence of
 1007 1/2
 AND NOT INDIVIDUALLY.
 ASSISTANT SECRETARY
 ASSISTANT TICS PRESIDENT

day and year first above written.
 by the Seller, his principal or his agent within 10 years of the date of execution of this contract.
 IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the
 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
 parties' liabilities of the
 19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein
 be deemed to have been given or made on the date of mailing.
 Purchaser at 3830 S. Lowe Avenue - Chicago, Illinois 60609, or to the last
 known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered
 mail to Seller at c/o Peter Mantatis - 10024 N. 71st Pl., Scottsdale, AZ 85251, or to
 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words where-
 ever used herein and the verbs and pronouns associated herewith, although expressed in the singular, shall be read and
 construed as plural.

16. Purchaser hereby irrevocably constitutes any attorney 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 trial by jury, 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.

15. The remedy of foreclosure 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 foreclosure, or any other right herein given.
 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.

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.
 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 shall be so conclusively
 determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
 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 posses-
 sion of the premises aforesaid, subject to the requirement of the IRS Portable Entry Stat.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obli-
 gated 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 eight per cent per annum until paid.
 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 insur-
 ance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies
 therefor to Seller.
 8. No extension, change, modification or amendment to or of this agreement or unless it shall be endorsed in writing on this agreement and be
 signed by the parties hereto.
 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

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UNOFFICIAL COPY 85 330 266

REDEEM TO INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED
DATED AS OF JUNE 30, 1981 BETWEEN LASALLE NATIONAL BANK
W/A NO. 100919 and JOHN F. FASULA, JR. and JAMES FASULA NE:
3051 SOUTH LOFTAN STREET - - CHICAGO, ILLINOIS

(continuation of payment of purchase price terms):

or more on the 15th day of each month thereafter until the principal balance is fully paid, except that the final payment of principal and interest, if not sooner paid shall be due on the 15th day of October, 1992. All such payments on account of the indebtedness evidenced by this Agreement shall be applied first to interest on the unpaid principal balance and the remainder to principal.

21. Seller acknowledges that it has received a direction to convey duly executed by Peter Maniatis, sole Beneficiary and holder of the power of direction under LaSalle National Bank Trust No. 100919. It is understood and agreed by and between seller and purchaser that seller shall not prepare the deed of conveyance, nor execute nor deliver the same unto purchaser until seller is in receipt of one of the following:

- (a) a joint written direction from purchaser and beneficiary; or
- (b) proof of payment from purchaser in the form of cancelled checks payable to Beneficiary, or receipts from Beneficiary. When seller has received said proof of payment, together with a statement from purchaser that said proof of payment represents the total amount due under this Agreement and he is aware of no reason why the seller should not deliver the deed of conveyance to him, seller shall notify the Beneficiary that it is in receipt of such proof of payment and statement from purchaser and that unless Beneficiary objects within fifteen (15) days from the date of receipt of such notice, seller shall deliver the deed of conveyance to purchaser. In the event seller does not receive an objection from Beneficiary within said fifteen (15) days, seller shall deliver the deed of conveyance to purchaser. In the event seller does receive an objection from Beneficiary within said fifteen (15) day period, seller shall not deliver the deed of conveyance to any party until it is in receipt of a joint written direction from purchaser and Beneficiary, or a final order of court.

22. It is understood and agreed that during the term of this Agreement purchaser's interest shall be subordinate to a trust deed dated February 6, 1981 and recorded February 10, 1981 as document 25768931 made by seller to Chicago Title and Trust Company to secure a note in the principal amount of \$15,000.00. However, the seller shall make all payments due on said note when due and shall not allow said note to fall into default. If said note should fall into default the purchasers may make any payments due, including costs related to said default, and deduct any amount so paid from the principal balance due on the Article.

X James Fasula
JAMES FASULA

Peter Maniatis
PETER MANIATIS

X John F. Fasula, Jr.
JOHN F. FASULA, JR.

LA SALLE NATIONAL BANK, AS TRUSTEE UNDER ITS
TRUST NO. 100919 AND NOT INDIVIDUALLY.
BY Arthur H. Hill
ASSISTANT SECRETARY
ASSISTANT VICE PRESIDENT

85 330 266

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Supplemental

PHILIP K. GORDON

Attorney at Law

809 West 35th Street
Chicago, Illinois 60609

927-4331

Rev 333

Property of Court

RIDER ATTACHED TO AND MADE A PART OF CONTRACT DATED SEPTEMBER 24, 1985

This Contract is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 100917 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust.

Trustee's Exoneration Rider Rider

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