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INSTALLMENT AGREEMENT FOR WARRANTY DEED

Agreement, made this 29th day of August, 1986, between ROSEMARY KIELBASA, Seller, and MICHAEL J. REALMUTO AND ANTOINETTE REALMUTO, Purchasers:

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:

Unit 101 together with an undivided 16.8427 percent interest in the common elements in 6431-33 North Newgard Condominium as delineated and defined in the Declaration recorded as document number 22661632, as amended from time to time, in the Southwest 1/4 of Section 32, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

11-32-327-027-1001 87

and Seller further agrees to furnish to Purchaser on or before August 20, 1986, at Seller's expense, a contract purchaser's title insurance commitment in the amount of the purchase price, issued by Intercounty Title Insurance Company, subject only to the matters specified below in paragraph 1. Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, the price of SIXTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$61,500.00) in the manner following, to-wit:

a. Purchaser will pay the sum of Seventeen Thousand Dollars (\$17,000.00) including the earnest money, plus or minus prorations, if any.

b. The balance of the purchase price, Forty Four Thousand Five Hundred Dollars (\$44,500.00) with interest on the unpaid balance due from time to time at the rate of ten and one-half percent (10 1/2%) per year, shall be paid in equal monthly installments of Four Hundred Ninety Two and 17/100 Dollars (\$492.17) each, commencing on the first day of October, 1986, and on the first day of each month thereafter until the final payment.

c. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not paid sooner shall be due on October 1, 1988.

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d. All payments received hereunder shall be applied first, to cure any default by Purchaser, second to interest accrued and owing on the unpaid principal balance of the purchase price, and third, to reduce the principal balance of the purchase price;

e. Purchaser may prepay any amounts due hereunder at any time without penalty or premium.

Possession of the premises shall be delivered to Purchaser on September 2, 1986, provided that the full down payment minus net prorations due in favor of Purchaser, if any, have been paid to Seller and Seller has complied with the provisions of the sales contract.

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 1986 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 and party-wall and party-wall agreements, if any; (d) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (e) public roads, highways, streets and alleys; (f) terms, provisions covenants, and conditions of the Declaration of Condominium or amendments thereto, if any.

2. Purchaser shall pay before accrual of any penalty any and all taxes, assessments and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser. Purchaser shall deposit 1/12 of the estimated yearly real estate taxes into a separate savings account. Purchaser shall deliver to Seller duplicate receipts showing timely payment of each real estate tax installment within 30 days of the payment due date.

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 ten and a half (10 1/2) 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.

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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 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. If the premises are damaged or destroyed by fire or other casualty, any insurance settlement shall be made and proceeds shall be distributed as provided in the Seller's Mortgage. Seller shall consult with Purchaser with respect to any insurance settlement, but Purchaser shall have no right to deal directly with the insurance company. In the event of loss and the failure to restore or repair the premises within a reasonable time, the Seller shall refund to Purchaser the Purchaser's payments made under this Agreement, less a reasonable charge for monthly rental and this Agreement shall be cancelled.

10. Seller reserves the right to keep a prior mortgage against the title to the premises with a balance including interest not to exceed fifteen thousand dollars (\$15,000.00). Seller shall from time to time, but not less frequently than once each year and any time Purchaser has reason to believe a default may exist, exhibit to Purchaser receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

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11. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit any other breach or default in the terms of any indebtedness or prior mortgage, Purchaser shall have the right, but not the obligation, to make such payments to the mortgagee or cure such default and to offset the amount paid or expended including all incidental costs, expenses and attorneys fees attendant thereto incurred by Purchaser to protect Purchaser's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

12. The parties recognize that the execution or implementation of the Agreement may give the holder of the Seller's Mortgage (the "Mortgagee") the right to declare all sums secured by the Mortgage to be immediately due and payable. If, as a result of the execution or implementation of this Agreement, the Mortgagee (either rightfully or wrongfully) declares an acceleration, declares the Mortgage in default, or takes any remedial actions authorized by the Mortgage or by the note it secures, Seller and Purchaser specifically agree that:

(A) Seller will immediately notify Purchaser, and the parties will co-operate and make reasonable efforts to continue Purchaser's possession of the premises and to implement this Agreement.

(B) Purchaser may, and at Seller's request shall, make reasonable efforts to procure interim (until the date the final installment is due hereunder) financing at then current market rates, terms and conditions, sufficient to pay off Seller's Mortgage (including any charges made rightfully or wrongfully by Mortgagee as a condition to its release of the Mortgage). In addition, at Seller's request, Purchaser shall furnish to Seller all requested credit information and shall sign customary papers relating to applications for financing, so that Seller may seek to procure such financing for Purchaser. Purchaser may contemporaneously seek the necessary financing. Purchaser shall pay the proceeds of any such financing to Seller, whereupon Seller shall immediately pay off the Mortgage. The payments by Purchaser shall be credited against the payments of the purchase price hereunder in the reverse order due. Nothing in this paragraph shall prevent Purchaser from procuring long-term financing and prepaying the purchase price as provided elsewhere herein.

(C) If within 30 days of Seller's request, Purchaser is not able to obtain a commitment for such interim financing (or if Seller does not receive the proceeds within 40 days of the request), Seller may obtain such interim financing and pay off the Mortgage. In such instance, Purchaser shall pay to Seller on demand all fees, charges, commissions, and the like incurred by Seller in obtaining that financing. In addition, with each

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monthly payment due hereunder, Purchaser shall pay an amount equal to the amount if any, by which Seller's monthly payment of principal and interest under the interim financing exceeds the amount of Seller's monthly payment of principal and interest previously due under the Mortgage.

(D) If the Mortgage is foreclosed, this Agreement shall be cancelled as of the date (the "Termination Date") which is the earlier of (i) the date that Purchaser, with Seller's written consent, yields up possession to Mortgagee or Mortgagee's successor in interest, or (ii) the date the judgment of foreclosure (whether or not appealed) becomes final. Within 10 days after the Termination Date, Seller shall refund to Purchaser the following amount: Purchaser's down payment hereunder less all brokers' commissions paid or due in connection with this transaction, together with interest at the rate of ten percent per annum from the date hereof to the Termination Date, less the amount of all payments due from Purchaser to Seller prior to the Termination Date which have not been paid. All regular monthly payments due to Seller under this Agreement shall be retained by Seller. Any proceeds from a foreclosure sale received by either party after the Mortgage is paid shall be allocated in the same manner between Seller and Purchaser.

(E) Seller and Purchaser will share equally: (i) all Mortgagee's costs and expenses (including attorneys' fees) for which the Seller is liable under the Mortgage as a result of the execution and implementation of this Agreement (Seller's decision to pay such expenses shall be conclusive and binding on Purchaser); (ii) all Seller's costs and expenses (including attorneys' fees) reasonably incurred by Seller in defending, delaying, or negotiating or attempting to negotiate a settlement of the Mortgagee's action; and (iii) all Seller's costs and expenses (including attorneys' fees) reasonably incurred by Seller in procuring or attempting to procure interim financing for Purchaser or Seller as provided therein. Amounts due to Seller pursuant to this paragraph shall be deemed due prior to the Termination Date. Purchaser shall bear Purchaser's own costs and expenses (including attorneys' fees) in connection with the foregoing. Seller shall be solely responsible for any prepayment penalty due under the Mortgage.

13. If Purchaser fails to pay taxes, assessments, 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 10 1/2 per cent per annum until paid.

14. 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

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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.

15. 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.

16. 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 therefore or for any part thereof.

17. Purchaser shall pay to Seller all costs and expenses, (except as provided for in paragraph 12) 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 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.

18. 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.

19. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 6227 W. Huntington Chicago Illinois 60646 or to Purchasers at Unit 107 6431 North Newgard Chicago, Illinois 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.

20. Purchaser shall be entitled at closing to a credit on the purchase price of any stamp taxes imposed by any governmental agency on the transfer of title required to be paid by Seller, any amounts due or payable to obtain or record any release of Seller's mortgage, any title charges customarily chargeable to Seller upon transfer of title, and any liens or encumbrances arising from the acts of Seller and not included within the permitted encumbrances hereunder. Such closing shall take place

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in the City of Chicago, Illinois as determined by Purchaser pursuant to written notice delivered to Seller. If no such notice is given, then closing shall be at the offices of the Title Company which issues the commitment.

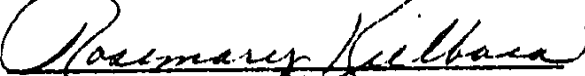
21. Seller agrees to furnish Purchaser an affidavit of title covering the time of closing, subject only to title exceptions permitted in paragraph 1 and also agrees to sign customary ALTA forms.

22. 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.

23. 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.

24. 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.


ROSEMARY KIELBASA

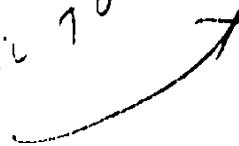

MICHAEL J. REALMUTO




ANNETTE REALMUTO

THIS DOCUMENT PREPARED BY

KAREN A. LAMONT
1824 W. STEWART AV.
PARK RIDGE, IL. 60068

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

ACKNOWLEDGMENT

Before me a notary public in and for the State and County aforesaid, on this 27th day of August, 1986, personally appeared ROSEMARY KIELBASA, known to me to be the same person whose name is subscribed to the foregoing Installment Agreement for Warranty Deed, who in my presence acknowledged that she executed said instrument as her free and voluntary act for the uses and purposes therein set forth.

Karen Sament
Notary Public

My commission expires: 12-23-86

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

ACKNOWLEDGMENT

Before me, a notary public in and for the State and County aforesaid, on this 29th day of August, 1986, personally appeared MICHAEL J. REALMUTO and ANTOINETTE REALMUTO, known to me to be the same persons whose names are subscribed to the foregoing Installment Agreement for Warranty Deed, who in my presence acknowledged that they executed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Karen Sament
Notary Public

commission expires: 12-23-86

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