

UNOFFICIAL COPY

AGREEMENT, made this 6th day of July, 1986, between

THOMAS RUDDER and LEATRICE RUDDER, his wife, 86426610, Seller, and DAVID JOSEPH & TERESA JOSEPH, his wife, 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 warranty 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 1 in the Subdivision of Lots 18, 19 and 20 (except Streets) in Freeman and Other's Subdivision of Lots 14, 15, 16 and 17 in Block 10 in Rockwell's Addition to Chicago, a Subdivision in the Northeast 1/4 of Section 13, Township 39 North, Range 13, and the West 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, also the West 24 feet of Lot 17 in Freeman and Other's Subdivision aforesaid in Cook County, Illinois

commonly known as 2229 West Adams Street, Chicago, Illinois

PIN 17-18-115-001

and Seller further agrees to furnish to Purchaser on or before September 1, 1986, 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

Title Company

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

THOMAS & LEATRICE RUDDER, 7439 S. Wabash, Chicago, Illinois

the price of \$12,000.00

Dollars in the manner following, to-wit: \$2,000.00 upon execution of this Agreement and the balance of \$10,000.00

with interest at the rate of 10 per cent per annum, payable 60 monthly installments of \$212.48 on the whole sum remaining from time to time unpaid, the first payment to be made 30 days after closing. Possession of the premises shall be delivered to Purchaser on September 1, 1986

provided that Purchaser is not then in default under this agreement, subject to paragraph 23 on Rider.

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 and 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 seven 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).

OR AS PER Y3

9115204 Pac

86426610

Received on within Agreement  
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

UNOFFICIAL COPY

86-426610

GEORGE E. COLE  
LEGAL FORMS

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 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.

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.

10. If Purchaser fails to pay taxes, assessments, insurance premiums 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 seven per cent per annum until paid.

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 possession of the premises aforesaid.

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 be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

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.

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 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.

15. 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.

16. Purchaser hereby irrevocably constitutes any attorney of any court 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, to 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 judgment of Purchaser hereby expressly waiving all right to any notice or demand under any statute in the 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.

17. 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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 7439 S. Wabash, Chicago, Illinois, or to Seller at W. Adams, 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.

19. 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.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.

21. See Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their names and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

James R. ... (Signature)  
 ... (Signature)  
 ... (Signature)

DEPT-01 RECORDING  
 1#4494 TRAM 0379 07/23/04 09:57:00  
 #7044 # 10 \* ...  
 COOK COUNTY RECORDER

# UNOFFICIAL COPY

8 6 4 2 0 0 1

## R I D E R

This Rider entered into between THOMAS RUDDER and  
 LEATRICE RUDDER, his wife, Sellers, and DAVID JOSEPH, <sup>AND TERESA JOSEPH, HIS WIFE</sup> Purchaser,  
 this 6 day of Aug, 1986 and made a part of the  
 Installment Agreement for Warranty Deed:

21. The Purchaser will be responsible for any future  
 title examinations after closing, as the Sellers agree to furnish  
 the Purchaser with evidence of title as set forth on the front  
 page of the Agreement, except for revenue stamps that must be  
 placed on the Warranty Deed, in the sum of Twelve and no/100  
 Dollars (\$12.00), when the purchase price is paid in full and the  
 Sellers tender the Deed to the Purchaser.

22. The Sellers are selling the property, structure,  
 appurtenances and personal property to the Purchaser as is, and  
 the Purchaser acknowledges that the Sellers have made no  
 warranties, express or implied, as to the good repair and  
 condition of the property, structure, appurtenances and personal  
 property. The personal property transferred herein will consist  
 only of that personal property owned by the Sellers and will not  
 include any other personal property owned by others.

23. The premises are now being occupied by the tenant  
 of the Sellers and the Purchaser ~~agrees~~ <sup>will not</sup> to close on this  
 Agreement ~~regardless of whether or not~~ <sup>until</sup> the tenants vacate the  
 premises. Sellers agree to put forth their best efforts to have  
 the premises vacated prior to closing, at their expense, <sup>if closing</sup> ~~but any~~  
~~costs in evicting the tenants after closing will be at the~~ <sup>Delayed, then possession and payments to be approved until tenants</sup>  
~~vacate premises~~ <sup>vacate premises</sup>  
 Purchaser's expense.

86426610

T.J. [Signature]  
 J.R. [Signature]  
 J.R. [Signature]  
 D.J. [Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2014

# UNOFFICIAL COPY

8 6 4 2 0 0 1

24. Purchaser agrees to pay in addition to the monthly installment payments set forth herein one-twelfth (1/12) of the real estate taxes and insurance premiums each month until the full purchase price and costs are paid in full and Sellers will place the funds in an esrow account and pay the taxes and insurance as they are due. Sellers to advise Purchase of the amounts due for each of the above items, which may change from time to time, as the taxes and insurance premiums may increase or decrease during the term of this Agreement.

SELLERS:

Thomas Rudder  
THOMAS RUDDER

Leatrice Rudder  
LEATRICE RUDDER

PURCHASER:

David Joseph  
DAVID JOSEPH

Teresa Joseph  
TERESA JOSEPH



Mail

Norman Berkson  
130 W. Madison  
Suite 900  
Chicago, IL 60602

86126610

UNOFFICIAL COPY

Property of Cook County Clerk's Office