- (ILLINOIS)	CAUTION Consults lawyer tolore using o	or acting united and form. All tentral news, including maneral new	hary and thomas, are all childred
AGREEMENT,	nade this 2nd day of	October	, 19 <u>8</u> 6 , between
ANGELINE P	APPAS, a/k/a ANG	ELINE PAPPADOPOULUS, and	JOHN N. PAPPAS Seller, and
WITNESSETH, it	hat if Purchaser shall first ma s to convey to Purchaser in I	ake the payments and perform Purchase fee simple by Seller's	, Purchaser: er's covenants hereunder, Seller hereby recordable, the premises situated in the County of
Block 2 of the S the West	in Hield and Mar Subdivision of La : 1/2 of the Sout	nd Buzzell's Resubdivis rtins Subdivision of Bl ots D,'E, and F in the thwest 1/4 of Section 2 f the Third Principal M	ock 5 and 6 Partition of 1, Township 40
PIN #13- Common ¹ ;	-21-327-022 AA Inown as 5524-28 Be	l Arc Imont Avenue, Chicago, Illin	nois
the following eviden Chicago Hinois, (c) merchants specified below in par	ce of title to the premises Title InsCo hbleabyth coffitte show caerant Lan Purchaser h	s: (a) Owners title insurance policy is or At farmeys: I be claim that in the continuation of the based by the continuation of	, 19.86, at Seller's expense, in the amount of the price, issued to he keylstrate of Fittles of Cook County late hereof, subject only to the martial Seller, at such place as Seller may from in N. Pappas
P.O. Box 77	6, Milan, Tilino	ois 61264	
Dollars in the manner \$25,000.00 c	following, to-wit: 55	nousand (\$120,000.00),000.00 cash upon executioning; and \$90,000 onth, inclusive of	ition hereof;
on the whole sum rem	aining from time to time un	ipaid., with a final paym	commencing 12/11/86)

upon assignment of leases _____, provided that be chaser is not then in default under this agreement Rents, water taxes, insurance premiums and other similar items are to be adjusted provided the date provided herein for

delivery of possession of the premises. General taxes for the year 1986—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: (i.) peneral taxes for the year 1986 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-walfs and party-walf agreements, if any; (e) he liding, 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.

4. Purchaser shall not suffer or permit any mechanic's hen 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 hen 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 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.

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. 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.

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 $(x,y) = \pi_{\mathbb{C}}(\mathcal{F}_{1}, y) = (x,y) \in \mathcal{F}$

Property of County Clerk's Office

- 10. If Purchaser fails to pay tax at the sessments inserting predictions or any other in which Purchaser is obligated to pay hereunder, Seller may elect to run such tems and my such tems and all beginners an addition to the purchase price immediately due and payable to Seller, with interest at 12-2 percent per amount 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 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.
- 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.

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- 16. Purchaser horeby 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, waive process and service thereof 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; where asser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or artion. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is give they 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 hereund in the 11 be in writing. The mailing of a notice or demand by registered mail to Seller at c/o Allen H. Meyer, 111 W. Washington, Chicago, Illinois 60602, ______ or to
- Purchaser at Kie-Young Shim, 77 v. Washington, Chicago, Ill, 60602, or 10 the last known address of either party, shall be sufficient service thereof A by 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 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.
- 21. 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 as a leading or affecting the remainder of such provision or the remaining provisions of this agreement.

the remaining provisions of this agreement.

and Rider

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

Sealed and Delivered in the presence of

Sealed and Delivered in the presence of

SEAL)

Sealed and Delivered in the presence of

SEAL)

Orystni Paira (SEAL)

Received on within Agreement the following sums

DATE MATERIEST PRINCEPAL RECEIVED BY

THE FOLLOWING SUMS

THE FOLLO

GEORGE E. COLES

Property of Cook County Clerk's Office

RIDER TO INSTALLMENT AGREEMENT

DATE: October 2 , 1986

SELLER: PAPPAS

PURCHASER: LEE

PROPERTY: 5524-28 Belmont Avenue, Chicago, Illinois

1. (a) At the time of execution hereof, there is no mortgage lien against the property and Seller represents that none is contemplated.

The addition to the monthly payment of \$838.92, Purchaser agrees to pay to Seller an additional amount, equal to 1/12 of total current real estate taxes and insurance remiums. This amount to be adjusted as necessary to coffeet any changes in these expenses.

- 2. Seller will furnish a current spotted survey.
- 3. At the initio closing, on 19/31/86, 541
 - (a) Seller will have furnished a current title commitment.
 - (b) Purchaser will pay the balance of the \$25,000.00 initial payment, plus of minus prorations.

due Purchaser for provided 1986 realty takes (which figure, will be ered to be beller, as an initial reserve ander \$1 (b) of this Rider.

- 4. The within is a business investment by Purchaser, and not subject to usury laws of the State of Illinois.
- Purchaser has the privilege to prepay in any amounts, at any times, without penalty.
- 6. Purchaser accepts the property "as is" wi hout any warranty or representation as to its condition by the Seller.
- 7. The current tenancies are set forth in the Schedule attached hereto.

8. Seller will be responsible for the payment of 1986 Real Estate Taxes when the actual tax bills are issued, and Purchaser shall reimburse the Seller only for the portion of the tax bill equivalent to from the following day of the closing to the end of the year. Beginning 1988 for the 1987 Real Estate Tax, the Purchaser shall pay the taxes when each installment becomes due and mail the paid receipt to the Seller as an evidence for keeping up the payment of the tax bills.

Topology of County Clerk's Office

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	Expiration	4/30/88	3/31/88	Month-to-Mont		ution of the Ins y, and will prose the last day of			THIS INSTRUMENT YOUR ATTORNEY SUITE. TO WEST WASHI CHICAGO, BLD	IG SHIL AL LA 1761 NGTON
	Tenant	H & R Block	Geraci	Cutler/Berry		*Within 5 days after execution of the Inst upon the Lessees of 5528, and will prosec after the expiration of the last day of t	٠		KIE-YOU ATTORNE 77 WEST WASI CHICAGO. I KIE-YOU ATTOR 77 WEST W CHICAGO. I	
	Address	5524	5526	5528		*Within upon the			Oniordo, i	

TENANCY SCHEDULE

THIS INSTRUMENT WAS PROPERLY ST RIE-YOUNG SHIM ATTORNEY AT LAW SUITE 1761 WEST WASHINGTON STIELET CHICAGO, ILLINOIS 60602

KIE-YOUNG SHIM ATTORNEY AT LAW 77 WEST WASHINGTON STREET CHICAGO, ILLINOIS 80602

COOK COUNTY RECORDER

THASSA HAN KHORDER

THASSA THAN 8354 10/31/86 14:12:00

DEPT-01 RECORDING \$14.25

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