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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

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GEORGE E. COLE

AGREEMENT, made this 1st day of December, 1986, between
WILLIAM F. BRITT, Seller, and
PATRICK C. GASSNER, 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 Warranty 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:

Legal Description contained on Rider attached hereto and expressly made a part hereof.

and Seller further agrees to furnish to Purchaser on or before December 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 _____, (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 _____ as designated _____

the price of Fifty Six Thousand Five Hundred and NO/100 (\$56,500.00) Dollars in the manner following, to-wit:

Pursuant to Rider 1 attached hereto and made a part hereof.

with interest at the rate of 10.00 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on December 1, 1986

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 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: (a) general 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-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;

to Seller.

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 12.0 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.

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.

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

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R I D E R 1

RIDER to a certain Installment Agreement for Warranty Deed; by and between William F. Britt (hereinafter referred to as "Seller"); and Patrick C. Gassner (hereinafter referred to as "Purchaser"); relative property commonly known as 1243 Baldwin Lane, Unit 302, Palatine, Illinois 60067

- R1. **PAYMENT OF PURCHASE PRICE.** Purchaser agrees to pay a Purchase Price of \$ 56,500.00 as follows:
- \$ 1,000.00, as initial earnest money, deposited with Seller's Attorney;
- \$ 1,825.00 (plus or minus prorations) not later than February 27, 1987; the balance of
- \$53,675.00, shall be paid in equal monthly installments of principal and interest of \$471.05 with interest at the rate of 10.0% per annum, commencing December 1, 1986 and each successive month thereafter until November 1, 1989, at which time the entire remaining balance shall immediately be due and payable.
- R2. **TAXES.** At closing under Installment Agreement for Trustee's Deed, Purchaser shall receive a credit for outstanding real estate taxes until date of possession. The aforesaid tax proration shall be credited to Purchaser but shall be retained by Seller until final closing. In addition, Purchaser shall pay monthly to Seller a sum equivalent to 1/12th of the estimated annual taxes..
- R3. **INSURANCE.** Purchaser shall provide contents insurance which is satisfactory to Seller. Seller shall procure for Purchaser an Insurance Certificate through the condominium association covering Purchaser's interest in the property.
- R4. **GRACE PERIOD.** Any payment of principal, interest, taxes or insurance called for by this Agreement shall be due on the first day of the month but shall not be delinquent unless received after the 10th day of the month in which it is due. Any delinquent payment shall be assessed a late charge of five per cent of the payment.
- R5. **PREPAYMENT PRIVILEGE.** Purchaser shall be permitted to retire the outstanding balance at any time under no penalty.
- R6. **TITLE INSURANCE.** Seller shall have no further obligation for furnishing title insurance, or the like, following closing under Installment Agreement for Warranty Deed, with the exception of the costs of clearing an objection to title caused by Seller, and revenue stamps.
- R7. **EXISTING MORTGAGE.** Seller shall be not permitted to maintain any mortgages which would affect property in question.
- R8. **CONDOMINIUM UNIT.** Upon execution of this Agreement, Purchaser shall be responsible for all association dues and assessments affecting property in question.
- R9. **ESCROW.** At closing under Installment Agreement for Warranty Deed, Seller shall deposit in escrow with Seller's Attorney executed Warranty Deed to be released to Purchaser upon payment in full of the amount secured herein.

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SECTION 1

THIS AGREEMENT is made this 1st day of January, 1954, between the undersigned parties, to wit: [illegible names], of the County of Cook, State of Illinois, and [illegible names], of the County of Cook, State of Illinois.

WHEREAS, the undersigned parties have agreed to sell and convey to the undersigned party, the premises described in the foregoing recitals, and

WHEREAS, the undersigned party has agreed to purchase the premises described in the foregoing recitals, and

WHEREAS, the undersigned parties have agreed to execute and deliver to the undersigned party, the instrument of conveyance, and

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Rider 1 - Page 2
Seller - Britt; Purchaser - Gassner

R10. ILLINOIS STATUTE LAW. Should any portion of the Installment Agreement for Warranty Deed be inconsistent with current Illinois Statutory or Common Law, the said law shall prevail and any provision of this contract which is inconsistent shall be null and void and disregarded without affecting the validity of the contract.

AGREED:

William J. Britt
Seller

Patricia Gassner
Purchaser

DATED: Dec 1, 1986

DATED: Dec 1, 1986

DEPT-01 RECORDING \$15.25
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COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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* Mail to 2

THIS INSTRUMENT WAS PREPARED BY
RONALD M. HANLIN
313 NORTH QUENTIN
PALATINE, ILLINOIS 60087

13⁰⁰ MAIL

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State of Illinois
County of Cook

IN SENATE
January 10, 1911
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 15, 1909

Property of Cook County Clerk's Office

COOK COUNTY CLERK
110 N. LAKE ST.
CHICAGO, ILL.

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