GEORGE E. COLES **LEGAL FORMS**

AGREEMENT, made this.	day of	December_	, 19 <u>86</u> , between
	Morris Aron and S	Susan Aron	, Seller, and
		J Victoria Kestin	
WITNESSETH, that if Purcious and agrees to convey	haser shall first make the y to Purchaser in fee sim homestead, subject to t	e payments and perform Purchaser's coveringle by Sciler's hand .a	enants hereunder, Seller hereby recordable
	LEGAL A	TTACHED	
. Permanent Real Estate Index !			
Address(es) of premiers: 47	16 D Washington,	Niles, II.	······································
licensed title : or Illinois, (c) merchantable about specified below in paragraph 1 time to time designate in writin	pany	before December 12. Owners title insurance policy in the a, (b) certificate of title issued by the Regierchantable title in Seller on the date her a covenants and agrees to pay to Seller, a pation at the office of	istrar of Titles of Cook County, eof, subject only to the matters it such place as Seller may from
Libe	rty le-1 Estate,	4908 Dempoler, Shok	cie, IL 60077
Seller will execut.	efore closing ce on a 6 year ha e ((5 4 froute		°S •
with interest at the rate of 9%	per cent per annu	im _{Payable} January 1, 1987	
on the whole sum remaining from Possession of the premises sh	om time to time unpaid. Ball be delivered to Purc'	haser on closing	
t obsession of the profitses sit		, provided the Purchaser is not then in	default under this agreement.
delivery of possession of the pr delivery of possession, and if the amount of the most recent ascen It is further expressly underst	e premiums and other sind emises. General taxes if e amount of such taxes in tainable taxes. Good and agreed between	milar items are to be adjusted pro rata as for the year 19 26, are to be prorated fi is not then ascertainal le, the prorating s	of the date provided herein for rom January 1 to such date for hall be done on the basis of the

and subsequent years and all taxes, special assessments and special taxes levied after 'ne 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) tuilding, 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 texes and installments of special assessments pertaining to

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 transferce 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.

10. If Purchaser fails to pay that, assessments insurance problems or my other it moved. Purchaser is obligated to pay hereunder. Seller may elect to finy such teams and any emploites a paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at _______ 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 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. 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, 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; Furchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or retion. If there be more than one person above designated as "Purchaser" the power and authority in this page reach along its given by express jointly and severally. 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 pronours issociated therewith, although expressed in the singular, shall be read and construed as plural. 18. All notices and demands hereund chall be in writing. The mailing of a notice or demand by registered mail to Seller at Liberty Roal estate, 4908 Dempster, Skokie, Illinois or to 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, ar ministrators 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 invalidating or affecting the remainder of such provision or the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have herev it set their hands and seals in duplicate, the day and year first above written. Sealed and Delivered in the presence of (SEAL) (SEAL) (SEAL) COOK CORNER BECOMBUM 主程信贷的 The Marie Carl of the Carl 00:AE:01 10:00 761 9700 NVN1 bhbb#1 DEPT-01 RECORDING MAIL Received on within Agreement following sums GEORGE E. COLE PRINCIPAL INTEREST the

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED Dated December 01, 1986

This RIDER to a certain Installment Agreement for Warranty Deed dated December 01, 1986 between MORRIS ARON and SUSAN ARON, his wife, Sellers, and MARTIN N. KESTIN and VICTORIA M. KESTIN, his wife, Purchasers, for the property commonly known as 4716 D Washington, Skokie, IL

WITNESSETH:

- It is hereby agreed between the parties hereto that the Sellers will pay 1986 Real Estate Taxes.
- Purchasers agree to pay the purchase price of \$64,500.00 to the Sellers in the following manner:

The payment of Nine Thousand Five Hundred and No/100 (\$9,500.00) Dollars at closing and the balance of Fifty Five Thousand and No/100 (\$55,000.00) Dollars commencing on January 01, 1987: the payment of Four Hundred Forty Two and 56/100 (\$442.56) Dollars, Principal and Interest, per month, with interest at the rate of Nine (9) Percent Per Annum based upon an amortization of said balance over a period of thirty (30) years, and such sum on the first day of such month thereafter, with the entire balance due and payable on December 01, Purchasers have the right to prepay in whole or in part at any time without penalty.

No payment shall be deemed in default until ten (10) days have expired from the due date thereof.

The conveyance to be made by Sellers shall be subject to those items appearing in paragraph 1 of the Agreement and no

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other items, and Sellers agree not to use the premises as

- 4. Sellers agree to deliver possession of the premises to Furchasers at the time of closing and shall be responsible for any action necessary to be taken against the tenant to affect possession as agreed.
- 5. This transaction includes the following personal property new in the premises belonging to Sellers: range, oven, kitchen refrigerator, dishwasher, washer, dryer, and window treatments, for which a Bill of Sale will be delivered to the Purchasers by the Sellers at such time as their Deed for the premises is delivered.
- 6. Sellers' attorney shall retain, in escrow, the Deed conveying the subject property to the Purchasers and, upon completion of all terms and the payment of all funds, shall deliver said Deed to Purchasers.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date first above written.

SELLERS:

Morris Aron

Susan Aron

M = M

PURCHASERS:

Martin N. Kestin

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STATION SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID TRACT 103.85 FEET EAST OF THE MORTHWEST CORNER THEREOF (EXCEPT THE SOUTH THE EAST 52.17 FEET OF THAT PART OF LOT 55, (EXCEPT THE WEST 7.0 FEET THEREOF) AND ALL OF LOTS 56, 57 AND 58 TAKEN AS A TRACT LING WEST OF A LINE DRAWN AT RIGHT ANGLES FROM A POINT IN THE SOUTH LINE OF SAID TRACT 106.45 FEET EAST OF THE SOUTHWEST CORNER THEREOF TO A POINT IN THE WORTH LINE OF 83.0 FEET THEREOF) ALL IN TALMAN AND THEILE'S HAIN STREST CICERO AVENUE L THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP IT NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DECEMBER 6, 1956 AS DOCUMENT NUMBER 16,774,482 FOR INGRESS AND EGRESS IN COOK EASEMENTS FOR THE BENEFIT OF PARCELL AS CONTAINED IN DECLARATION RECORDED 86606331 COUNTY, ILLINOIS.

1. T. N. 10-32-300-051 & 680

i Contion

PAUL W. PLOTNICK, LTD. Attorney at Law 4948 Dempster * Suite 202 Skokie, IL 60077 (312) 675-2660

MAIL TO