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AGREEMENT, made this 1st day of December, 19 86, between

Morris Aron and Susan Aron, Seller, and

Martin Kestin and Victoria Kestin, 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 hand a 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 ATTACHED

Permanent Real Estate Index Number(s): 10-22-300-051

Address(es) of premises: 4716 D Washington, Skokie, IL

and Seller further agrees to furnish to Purchaser on or before December 12, 19 86, 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 a licensed title company, (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

Liberty Real Estate, 4908 Dempster, Skokie, IL 60077

the price of \$64,500.00

Dollars in the manner following, to-wit:

\$9500.00 on or before closing

\$55,000.00 balance on a 6 year balloon amortized over 30 years.

Seller will execute a separate note

with interest at the rate of 9% per cent per annum payable January 1, 1987 on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on closing

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 19 86 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;

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 16 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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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:

1. It is hereby agreed between the parties hereto that the Sellers will pay 1986 Real Estate Taxes.

2. 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 each month thereafter, with the entire balance due and payable on December 01, 1992. Purchasers have the right to prepay in whole ~~or in part~~ at any time without penalty.

JK
MS

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

3. 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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AND PURCHASER 1/3/83 MK
JK SA

other items, and Sellers agree not to use the premises as collateral for any indebtedness.

4. Sellers agree to deliver possession of the premises to Purchasers at the time of closing, ~~and shall be responsible for any action necessary to be taken against the tenant to affect possession as agreed.~~

MK
JK
SA

5. This transaction includes the following personal property now 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
Morris Aron

Susan Aron
Susan Aron

PURCHASERS:

Martin N. Kestin
Martin N. Kestin

Victoria M. Kestin
Victoria M. Kestin

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PARCEL I:

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 LYING 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 NORTH LINE OF SAID TRACT 103.85 FEET EAST OF THE NORTHWEST CORNER THEREOF (EXCEPT THE SOUTH 83.0 FEET THEREOF) ALL IN TALMAN AND THEILE'S MAIN STREET CICERO AVENUE L STATION SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II:

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

P.I.N. 10-32-300-051 **88** **680**



Mail TO
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