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## INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

\$24.00

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASER: Chung Bond Chang and Pumei Lu Chang, his wife (hereinafter "Purchaser" or "Buyer") of 5356 North Sheridan Road, Chicago, Illinois, agrees to purchase, and LaSalle National Bank, a National Banking Association, under Trust Agreement dated December 19, 1968, and known as Trust No. 10-2232209 ("Trustee"), David R. Lawson, James A. Lawson, Gilbert W. Lawson and Norman S. Lawson ("Beneficiaries") (collectively hereinafter referred to as "Seller") agrees to sell to Purchaser at the price of Five Hundred Fifty Thousand (\$550,000.00) Dollars (hereinafter "Purchase Price") the property commonly known as 5356 North Sheridan Road, Chicago, Illinois legally described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "the Premises") with approximate lot dimensions of 100' x 150' together with all improvements, permanent equipment and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; fixed carpeting, if any (hereinafter referred to as "equipment and fixtures"). All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of final closing.

### 2. THE DEED:

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser or his nominee, by a recordable, stamped general Trustee's Deed, good title to the premises subject only to the following "permitted exceptions", if any:

- (1) General real estate taxes not yet due and payable;
- (2) Special assessments confirmed after this contract date;
- (3) Building, building line and use or occupancy restriction, conditions and covenants of record;
- (4) Zoning laws and ordinances;
- (5) Easements for public utilities;
- (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit;
- (7) Acts done or suffered by or judgments against Purchaser.

B. PAYMENT: The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. PAYMENT: Purchaser hereby covenants and agrees to pay to David Lawson, as agent at 1945 Thornwood, Wilmette, Illinois 60091, or to such other person or addresses as the Seller may from time to time designate in writing, the Purchase Price of Five Hundred Fifty Thousand (\$550,000.00) Dollars, as follows:

A. Upon the execution of this Installment Agreement for Trustee's Deed, the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars, (hereinafter "downpayment") by certified or cashier's check, plus or minus prorations, if any, as hereinafter provided;

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B. The balance of the Purchase Price, to wit: Four Hundred Thousand (\$400,000.00) Dollars, in equal monthly installments of Four Thousand Five Hundred Forty-six and 38/100ths (\$4,546.38) Dollars each, (principal and interest) (hereinafter "installment" or "installment payment") including interest of eleven (11%) percent per annum, from date, amortized over fifteen (15) years, commencing on January 1, 1986, and thereafter on the first day of each month, with the final payment of the entire principal balance remaining, and unpaid interest, if any, due on December 31, 1991.

4. CLOSINGS: The "initial closing" shall occur as of the date of this Agreement at Bernstein & Yalowitz, Ltd., 30 North LaSalle Street, Chicago, Illinois. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at the initial closing provided that the full downpayment minus prorations due in favor of Buyer, if any, has been paid to Seller in cash, or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

A. Seller reserves the right to keep or place a mortgage or Trust Deed ("prior mortgage") against the title to the Premises with a balance including interest not to exceed the balance of the Purchase Price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this agreement is recorded, be prior to the interest that Buyer may have in the premises. Seller agrees that if it places a prior mortgage on the Premises, the monthly payments of principal and/or interest necessary to pay off said prior mortgage shall not exceed the amount of the monthly installment payment hereunder. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. The Seller is not permitted to further mortgage or otherwise encumber or cause any lien to attach to the Premises which are the subject of sale. Seller shall give Buyer prior written notice of his intention to mortgage the Premises.

B. The Beneficiaries hereof also reserve the right to assign the beneficial interest held by Trustee, for collateral purposes, as security for payment of a loan. Said collateral beneficial interest shall be expressly subject to the provisions of this paragraph six (6) and shall be referred to as a "prior mortgage" for purposes of this paragraph.

C. Seller shall from time to time, but not less frequently than quarterly, and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. Seller shall use its best efforts to have the lender under the prior mortgage give Buyer notice of Seller's default under said prior mortgage, or Seller shall give Buyer notice of its default under said prior mortgage, if possible.

D. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or

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default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended, including all incidental costs, expenses and reasonable attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder, from the unpaid balance of the Purchaser Price or from the installment payments to be made under this Agreement.

E. Purchaser shall, at the request of Seller, execute any and all documents required by Seller's lender to subordinate this Agreement to any such prior mortgage.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a current spotted survey of the Premises, certified by a licensed Illinois surveyor, showing all improvements existing as of this contract date and all easements and building lines and showing no encroachments upon or from other property.

8. TITLE:

A. At least ten (10) business days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer, at Seller's expense, a commitment issued by Chicago Title & Insurance Company, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the Purchase Price covering the date hereof, subject only to:

- (1) the general exceptions contained in the policy;
- (2) the "permitted exceptions" set forth in paragraph 2;
- (3) prior mortgages permitted in paragraph 6;
- (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing;
- (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

B. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the Purchase Price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good

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default in the event of any insolvency or liquidation of the Seller, but not the Seller's liability for payment of such default and no other liability or obligation, including any liability for interest and reasonable attorney's fees, shall be incurred by Buyer to the extent of the amount of the unpaid balance of the purchase price of the real property hereunder.

... Seller shall, at the request of Buyer, execute any and all documents required by Buyer to carry out the terms of this agreement to any such purchase.

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title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

D. Buyer's execution of this Agreement shall be conclusive evidence that Buyer in all respect accepts and is satisfied with the physical condition of the Premises, all matters known on the survey and the condition of title to the premises as shown to him on or before the initial closing.

9. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date, of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution in accordance with the general provisions of an escrow trust covering installment contracts for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow, shall be paid by the party requesting it.

10. SELLER'S REPRESENTATIONS: Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) days of the date of execution of this Agreement. Seller further warrants that as of the date of execution of this Agreement, it has not received notice from any city, county, state or other governmental authority of any special assessments, tax or otherwise.

11. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted and shall neither suffer nor commit any waste on the premises. Buyer shall make all necessary repairs, replacements and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating; ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, and all structural repairs necessary, etc. If, however, the said Premises shall not be kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either:

A. enter same himself, or by either agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the Premises, and make the necessary repairs and do all the work required to place said Premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional Purchase Price for the Premises, the expenses of the Seller in making said repairs and in placing the Premises in a clean, sightly, and healthy condition; or

B. notify the Buyer to make such repairs and to place said Premises in a clean, sightly, and healthy condition within fifteen (15) days of such notice (except as is otherwise provided in paragraph 18) and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

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This document shall be subject to all matters imposed by the policy, subject only to special exceptions therein.

The purpose of this agreement shall be to provide for the purchase of the property and the physical condition of the property as shown on the survey and the condition of the premises as shown to him on the date of the survey.

1. The Seller shall be the owner of the property as shown on the survey and the physical condition of the property as shown to him on the date of the survey. The Seller shall be responsible for the condition of the property as shown on the survey and the physical condition of the property as shown to him on the date of the survey. The Seller shall be responsible for the condition of the property as shown on the survey and the physical condition of the property as shown to him on the date of the survey.

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C. Any and all contracts for the repair, replacement or renewal of the Premises (hereinafter "repair contracts") or the construction of additional improvements thereon (hereinafter "new construction contracts"), whether such improvements are additions or alterations to the Premises, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the Premises.

D. In the event that Purchaser intends to make major structural repairs to the Premises or construct any new improvements on the Premises, including but not limited to replacing the roof, knocking down interior dividing walls, expanding the building located on the Premises, razing any building on the Premises and constructing a new building, Purchaser shall first obtain the written consent of Seller, which consent shall not be unreasonably withheld. For purposes of this subparagraph D., if Purchaser's intended major structural repairs or construction of new improvements requires Purchaser to enter into a "major contract" (as defined in subparagraph E. below) and Purchaser fulfills its obligations under subparagraph E. below relating to security acceptable to Seller, then Seller shall be deemed to have given its consent for the major structural repairs or the construction of new improvements, as required under this subparagraph D.

E. In the event that Purchaser enters into any single repair contract or new construction contract, or any combination of repair contracts or new construction contracts, where the aggregate amount(s) of such contract(s) exceeds Ten Thousand (\$10,000.00) Dollars (hereinafter "major contract"), then Purchaser shall evidence to Seller acceptable security that such repairs or construction will be completed free and clear of all mechanic's liens. It is hereby agreed that a Performance Bond and Labor and Material Payment Bond (hereinafter "Bonds") in the form and type identical to the Bonds prepared by the American Institute of Architects (identified as AIA Document No. A311) in an amount equal to the amount of the major contract or an unconditional letter of credit (hereinafter "LOC") issued by a banking institution acceptable to Seller, in an amount equal to the amount of the major contract, shall be "acceptable security" to Seller under this paragraph. Purchaser may also deposit the total amount of such major contract with an institutional escrow officer (i.e. Chicago Title and Trust Company) to assure payment under the contract. Such an escrow shall also be "acceptable security" to Seller under this paragraph.

F. Prior to the commencement of any work on any major contract, Buyer shall deposit with Seller, upon request by Seller: copies of any and all building permits issued; copies of all signed major contracts; a copy of the Performance Bond or the original LOC or a copy of the escrow instructions, as the case may be.

G. Subject to the provisions of this paragraph 11.E., Seller hereby consents to permit Buyer to enlarge the kitchen of the building located on the Premises as well as razing and removing the garage (after April 1, 1986) to make room for additional parking.

H. Purchaser shall not suffer or permit any mechanics lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

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7. Any and all work done for the repair, replacement or maintenance of the building (hereinafter "repair") shall be done at the expense of the contractor. The contractor shall be responsible for the cost of any and all materials and labor used in the repair.

8. In the event that the contractor fails to make any repairs or maintenance work as required by this contract, the owner may engage a third party to perform such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work.

9. The contractor shall be responsible for the cost of any and all materials and labor used in such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work.

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12. The contractor shall be responsible for the cost of any and all materials and labor used in such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work. The contractor shall be responsible for the cost of any and all materials and labor used in such work.

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12. **FIXTURES AND EQUIPMENT:** At the time of execution of this Agreement, Buyer is operating a restaurant at the Premises (as identified in paragraph 1 of this Agreement) and is using certain fixtures and equipment permanently attached to the improvements on the Premises. Until payment in full of the Purchase Price is made, and Buyer receives a Bill of Sale for such fixtures and equipment, none of such fixtures or equipment, specifically excluding "trade fixtures", shall be removed from the Premises, or replaced, without the prior written consent of the Seller.

13. **INSURANCE:**

A. Seller shall, at Buyer's expense, obtain the following insurance coverages for the Premises underwritten through reputable carriers, acceptable to Seller, in the following amounts:

1. Comprehensive public liability insurance insuring Seller, its beneficiaries, agents and Seller's mortgage lender(s), if any, as well as Buyer, as an additional named insured, Buyer's employees, agents and servants, having the following minimal coverage limitations: \$1,000,000.00 for death or bodily injury in any one occurrence and \$100,000.00 for property damage in any one occurrence, with product liability endorsements as are available; similar amounts for so-called "dram shop" liability coverages as covered in the "Liquor Control Act of 1934" Ill. Rev. Stat. chap. 43, §94-195 (or such higher and other commensurate coverages as are required by law from time to time);

2. fire, casualty and extended coverages as to furnishings, equipment and fixtures, trade fixtures and improvements now or hereafter erected on the Premises, in an amount not less than the balance of the Purchase Price (except that if the full insurable value of such improvements is less than the balance of the Purchase Price then at such full insurable value as determined by an insurance company, but in no event less than \$150,000.00) for the benefit of the parties hereto, as their respective interests may appear.

Said policies shall be held by Seller, and Buyer shall pay for the premiums thereon when due as provided for in Paragraph 16 hereinafter.

B. In case of loss or damage to the improvements, equipment and fixtures now or hereafter erected on the premises, any insurance proceeds to which either or both of the parties shall be entitled on account hereof, shall be applied to restoration or repair of the Premises damaged, provided such restoration or repair is economically feasible. If such restoration or repair is not economically feasible, the insurance proceeds shall be applied to the unpaid balance of the Purchase Price.

C. Buyer may, if he desires, obtain insurance coverages required under this paragraph through a company of his choice so long as the insurance company chosen is a reputable carrier which Seller consents to. Specifically, Seller shall consent to an insurance company that Buyer chooses that has an A.M. Best Rating of no less than B and an A.M. Best Financial Rating of not less than 11. In any event, said policies shall be held by Seller and Buyer shall pay for the premiums

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thereon when due as provided for in paragraph 16 hereinafter.

14. TAXES AND CHARGES: Purchaser shall pay at Purchaser's expense all general and special taxes, special assessments, and other taxes, now or hereafter levied or assessed or charged against the improvements, the Premises or any part thereof or any additional improvements erected thereon, as provided for in Paragraph 16 hereinafter. Purchaser shall be entitled to contest, in the appropriate county office, the assessed valuation of the land and the improvements now or hereafter erected on the Premises, (including illegal tax rates) for purposes of lowering the real estate taxes thereon. Purchaser shall bear the cost and expense of retaining counsel to contest the assessed valuation and shall be entitled to any rate refund or tax overpayment refund for taxes Purchaser paid. Purchaser shall be entitled to take a deduction, for Federal Income Tax purposes, for said real estate taxes paid by Purchaser.

15. UTILITIES: Purchaser shall, at Purchaser's expense, pay immediately when due and payable and prior to the date when same shall become delinquent, all water charges, sewer service charges, telephone, electrical and gas charges and any and all other utility charges now or hereafter assessed against the Premises or any improvements hereon. Purchaser shall pay said charges directly to the utility providing the service.

16. ESCROW FOR TAXES AND INSURANCE: (a) Except as provided hereinafter in this paragraph 16(b), in addition to the agreed installments, Buyer shall deposit with the Seller on the day each installment payment is due, a sum equal to one-twelfth of the previous year's real estate taxes, which may become a lien on the Premises ("real estate tax escrow"), and one-twelfth of the annual premiums for the insurance coverages required to be kept and maintained on the Premises ("insurance escrow"), (both the real estate tax escrow and the insurance escrow collectively referred to herein as "tax escrow") all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a material breach of this Agreement. Seller agrees to hold the tax escrow funds in a separate bank account.

Seller is hereby authorized and directed to use the tax escrow funds for the payment of the aforementioned taxes and premiums. Seller shall, upon the request of the Buyer, give the Buyer copies of tax bills as well as an annual accounting of all such tax escrow funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The tax escrow funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the Purchase Price. In the event of a default by Buyer in any of its obligations under this Agreement, all tax escrow funds shall belong to Seller.

If the amount of the tax escrow funds, together with the future periodic deposits into tax escrow, prior to the due date of the aforementioned charges, shall exceed the amount actually required to pay said charges when they fall due, such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the tax escrow funds held by Seller shall not be sufficient to pay the actual charges as herein provided, Buyer shall pay to Seller the amount necessary to make up the deficiency within 15 days from the date notice is received by Buyer.

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Seller may not charge for so holding and applying the tax escrow funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

(b) At the initial closing, Buyer shall present evidence that the premium for the insurance coverage required hereunder is paid for the one (1) year period after the date of the initial closing. Thereafter, Buyer may, at least two (2) weeks prior to the date said insurance premium is due, prepay the insurance premium for the forthcoming year. If Buyer prepays the insurance premium for the forthcoming year, Buyer does not have to deposit the insurance escrow required under paragraph 16(a), but shall continue to deposit the real estate tax escrow, as required. If Buyer does not prepay the insurance premium two (2) weeks prior to the date said premium is due, Buyer shall promptly commence depositing the insurance escrow as required under paragraph 16(a).

17. PURCHASER'S INTEREST IN IMPROVEMENTS: In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, fixtures and equipment, (specifically excepting "trade fixtures") whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

18. PERFORMANCE:

A. If Buyer

(1) defaults by failing to pay when due any single installment payment or tax escrow payment required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Buyer, or

(2) defaults in the performance of any other covenants or agreements hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith);

Seller may treat such a default as a breach of this Agreement and Seller, shall at its option, have any one or more of the following remedies provided at law or in equity:

(a) maintain an action for any unpaid installments;

(b) declare the entire balance due and maintain an action for specific performance of this agreement;

(c) forfeit the Buyer's interest under this Agreement and retain all sums previously paid as liquidated damages in full satisfaction of any and all claim(s) [including a claim under this Section 18A(2)(a)] against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

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Buyer may not be held liable for not holding and applying the law... (faint text)

(b) In the event of a default, Buyer shall present evidence... (faint text)

17. IN THE EVENT OF A DEFAULT BY BUYER IN PERFORMANCE... (faint text)

18. BUYER'S OBLIGATIONS... (faint text)

(c) In the event of a default by Buyer... (faint text)

Buyer shall be deemed to have accepted a default as a breach of... (faint text)

(d) In the event of a default by Buyer... (faint text)

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B. If Seller forfeits Purchaser's interests under this Agreement on account of any default, breach or violation by Purchaser in any of the provisions hereto, this Agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture thereof in the Cook County Recorder of Deeds Office.

C. As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

D. If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

E. All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement.

19. NO WAIVER: The obligation of Purchaser to pay the installment payments or tax escrow payments when due, or to perform any other covenant or agreement hereunder, shall not be deemed to be waived, released or terminated by the service of any notice hereunder nor by the failure or omission of Seller to serve a notice hereunder on account of breach or default of this Agreement. The payment of any installment due hereunder, or the performance of any covenant or agreement hereunder, after it falls due Seller, or after the time to perform the covenant or agreement passes, whether after the service of any notice (and the time limit in said notice expires), or after commencement of any suit, or after the final judgment for possession of the premises, shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any of Seller's right hereunder, except as provided by statute.

20. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested to the parties as follows:

To Seller: David Lawson  
P.O. Box 73  
Kenilworth, Illinois 60043  
with a copy to:  
Jeffrey B. Gurian, Esquire  
Bernstein & Yalowitz, Ltd.  
30 North LaSalle Street  
Chicago, Illinois 60602

To Purchaser: Chung Bond Chang  
5356 North Sheridan Road  
Chicago, Illinois  
with a copy to:  
Loren Siegel, Esquire  
69 West Washington Street  
Chicago, Illinois 60602

Notice shall be deemed made when mailed or served. If Seller has reason to believe Buyer has vacated the Premises with no intent

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1. The Seller hereby warrants that the information contained in this Agreement is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which would render this Agreement invalid or unenforceable. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

2. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

3. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

4. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

5. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

6. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

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Chicago, Illinois 60602  
62 West Washington Street  
Loren Sigel, Realtor  
Chicago, Illinois 60602  
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62 West Washington Street  
Loren Sigel, Realtor  
Chicago, Illinois 60602

7. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement. The Seller shall be liable for any damages caused by his negligence or willful or wanton conduct in the preparation of this Agreement.

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again to take possession thereof, service of notice to Buyer under this paragraph may be made by posting, with a copy as aforesaid.

21. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the Premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

22. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder without prior written consent of Seller. Any violation or breach or attempted violation or breach of the provision of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, but Seller may, at Seller's option, declare Buyer in default of this Agreement and invoke the provisions of this Agreement relating to forfeiture hereof.

23. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale for the equipment and fixtures to be transferred to Buyer under this Agreement upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, subject to paragraph 25, Seller forthwith either shall produce and record at his expense a Release Deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage, if any. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

24. PREPAYMENT: If Buyer elects to prepay the balance remaining due under this Agreement on or before three (3) years from the date hereof, Buyer shall pay to Seller, along with the principal balance remaining due, a prepayment premium equal to five (5%) of the principal balance remaining due. Prepayment and the prepayment premium shall be by cash or certified or cashier's check. After three (3) years from the date hereof, Buyer may prepay the principal balance remaining due without premium or penalty.

25. RECORDING: The parties may record this Agreement or a short form memorandum thereof at Purchaser's expense.

26. VESTING: No right, title or interest, legal or equitable, in the Premises ("Premises" as defined in paragraph one (1) of this Agreement), or any part thereof, shall vest in Purchaser until the delivery of the Trustee's Deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

27. CAPTIONS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

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28. **PARTIAL INVALIDITY:** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of this Agreement, or the application thereof to any other person or circumstance, and the remaining provisions of the application of the remaining provisions of this Agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this Agreement is and shall be severable.

29. **BINDING ON HEIRS:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and the heirs, executors and administrators of the Buyer.

30. **RISK OF LOSS:** The uniform Vender Purchaser Risk Act shall be deemed applicable to this Agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

31. **PURCHASER'S ADDITIONAL COVENANTS:** Purchaser, between the possession date and the final payment date, shall:

A. keep the property in good condition and repair, without waste, and free from mechanics' liens and other liens or claims for lien, as provided hereunder;

B. comply with all requirements, and remedy any violations, of law, municipal ordinances or restrictions of record with respect to the property and the use thereof, at its sole cost and expense, and Buyer agrees to indemnify, defend and hold harmless Seller from any action or proceedings Seller is made a party because of Buyer's failure to comply under this Paragraph 31.B.;

C. not suffer, permit or cause any mechanics lien or other lien to be placed or to be attached against the property or permit the property to stand as collateral for any obligation of Purchaser.

32. **BANKRUPTCY:** In the event of the filing prior to the final payment date or any proceedings by or against Purchaser for the adjudication of Purchaser as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any state, Seller may exercise any and all rights available to it under the Bankruptcy Laws relating to executory contracts. 11 U.S.C. §101 et seq. (the "Bankruptcy Code"). If this Agreement is deemed rejected by the bankrupt Purchaser, then all installments made hereunder shall be forfeited to Seller, free and clear of any claims by Purchaser's creditors, and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those under paragraph 18 above.

Further, if this Agreement is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, Seller and Purchaser agree that any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Seller, and shall be and remain the exclusive property of Seller and shall not constitute property of Buyer or of the estate of Buyer within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Seller's property under the preceding sentence not paid or delivered to Seller shall be held in trust for the benefit of Seller and be promptly paid and delivered to Seller. Any person or entity to which this lease is

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assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

33. **REQUIREMENTS FOR MODIFICATION:** No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

34. **GOVERNING LAW:** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

35. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

36. **PURCHASER/SELLER RELATIONSHIP ONLY:** Nothing herein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any type of fiduciary relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.

37. **TIME:** Time is of the essence of this Agreement.

38. **LATE CHARGE:** Any payment, required hereunder, not made within ten (10) days of its due date, shall bear a late charge of \$50.00. Said late charge shall be included in the installment then due.

39. **INDEMNIFICATION:** Purchaser shall indemnify, defend and hold Seller harmless against and from any and all claims by or on behalf of any person, firm or corporation arising from any action or proceeding to which Seller may be made a party by reason of being a party to this Agreement.

40. **COSTS AND ATTORNEY'S FEES:** Each party shall pay to the other party all costs and expenses, including reasonable attorney's fees, incurred by it in enforcing any of the covenants and provisions of this Agreement. Said costs and expenses shall include, but shall not be limited to, postage expenses, messenger or process server expenses and reasonable attorney fees.

In the event either party brings a legal action or proceeding against the other to enforce any of the covenants and provisions of this Agreement, including forfeiture or specific performance, the losing party in such legal action or proceeding shall pay all costs and expenses, including reasonable attorneys' fees, of the prevailing party in such legal proceedings.

41. **GARAGE:** Purchaser and Seller acknowledge that Seller has certain items of personal property stored in the garage on the Premises. Purchaser agrees that Seller may continue storing said items in the garage, free of any claim of Purchaser for rental or storage fees or charges, through the date hereof, until April 1, 1986. On or before said date, Seller agrees to remove said personal property, at its own cost and expense.

42. **LEASE:** Purchaser and Seller acknowledge that there is a lease for the Premises dated September \_\_\_\_, 1976 (the "Lease") between Seller, as Lessor and I-Fan Chen, as Lessee for a lease term beginning January 1, 1977 and ending December 31, 1981, said

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

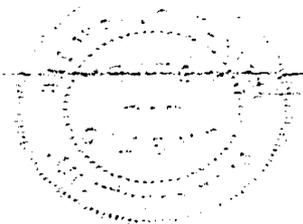
\_\_\_\_\_  
Clerk of the Court

Witness my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, Kathy Pacana, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the aforementioned President and Assistant Secretary of LaSALLE NATIONAL BANK, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said National Banking Association, caused the said corporate seal to be affixed to said instrument, as said Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30<sup>th</sup> day of December, 1985.

Kathy Pacana  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

I, JEFFREY GURIAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID R. LAWSON, JAMES A. LAWSON, GILBERT W. LAWSON, AND NORMAN S. LAWSON, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this date in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26<sup>th</sup> day of December, 1985.

Jeffrey B. Gurian  
Notary Public

This instrument prepared by: Jeffrey B. Gurian/BERNSTEIN & YALOWITZ, LTD.  
a Trail To: 30 North LaSalle Street  
Suite 2140  
Chicago, Illinois 60602

**BOX 333-CA**

COOK COUNTY, ILLINOIS  
RECORD

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

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UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court



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EXHIBIT "A"

## LEGAL DESCRIPTION

Lots 1 and 2 in Block 7 of John Lewis Cochran's Subdivision, a Subdivision of the West 1/2 of the North East 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 14-08-209-009-0000 *JDS.*  
Volume 477

Common address: 5356 North Sheridan Road  
Chicago, Illinois

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