

CAUTION: Consider lawyer before signing or acting under this form. All statements, including merchantability and fitness, are excluded.

AGREEMENT, made this \_\_\_\_\_ day of December January , 19 84, between

85 AF

Weil Pump Company, an Illinois corporation

, Seller, and

Cory Lazzaroni

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 stamp 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:

See Legal Description Rider attached hereto and hereby made a part hereof.

Commonly known as 1535 N. Kingsbury, Chicago, Illinois

MCL

mcl

February 15,  
December 31

85 or 10 days after\*\*\*

84

and Seller further agrees to furnish to Purchaser on or before December 31, 19 84, at Seller's expense, <sup>or</sup> the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company or (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 Weil Pump Company, commitment for a contract purchaser's DB <sup>with all taxes, interest, and costs, and shall be deposited with the title company, an escrow, upon execution of this instrument.</sup>

1535921 West Dickens, Chicago, Illinois

mey

the price of Seventy Thousand and 00/100 (\$70,000.00) Dollars in the manner following, to-wit: \$5,000.00 paid herewith, \$5,000.00 on December 31, closing <sup>or</sup> date 1984, and \$5,000.00 on the first day of April, July, October and January thereafter until paid in full.

mey \*\*\*delivery of title commitment to Buyer's attorney whichever date is earlier (closing plus date).

with interest at the rate of 11 1/2 per cent per annum payable on each principal payment due date on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on December 31, 1984 closing date <sup>mey</sup>

, 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 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. <sup>SELLER SHOULD PAY 1984 TAXES WHEN DELIVERING TITLE TO PURCHASER. PROVIDE A PROOF OF PAYMENT TO PURCHASER WITH SELLER'S TURNS.</sup>

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 1984 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; and any and all encroachments per survey dated January 9, 1984, to be delivered on or before December 31, 1984 and covenants and restrictions of record.

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 19 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 of 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).

624521

# UNOFFICIAL COPY

Received on within Agreement

the following sums

Date	Principals	Interest	Balances

GEORGE E. COLE  
LEGAL FORMS

PHONE: 726-2566

CHICAGO, ILLINOIS 60601  
221 NORTH LA SALLE STREET

ATTORNEYS-AT-LAW

FISCH & LINSKY & GLENBURG (90457)

Beginning the tax year 1985.

23. Address of real estate tax bill shall remain in Seller. Payment of each tax bill shall be made timely by Seller with funds provided by Purchaser. If Purchaser fails to provide such funds to due date of bill, it shall be delivered to Purchaser. Default hereunder. Proceed of payment of taxes shall be delivered to Seller provided Seller files timely notice.

22. Seller agrees not to encumber its title in any way during the term hereof.

By \_\_\_\_\_  
Seller, Plaintiff, Company  
Cory L. Zarrow  
(SEAL)

Sealed and Delivered in the presence of

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

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 the remaining provisions of this agreement.

20. Seller warrants 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 wife or children upon the heirs, executors, administrators and assigns of the respective parties.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be sufficient to entitle Seller to sue for specific performance.

Purchaser at \_\_\_\_\_, shall be sufficient notice of demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

18. All notices and demands hereunder, shall be in writing. The mailing of a notice or demand by registered mail to Seller at \_\_\_\_\_, or to the last known address of either party, shall be sufficient notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein shall mean collectively and severally.

16. Purchaser of any of the covenants and agreements herein to enter Purchaser's signature in favor of Seller or Seller's attorney, and lessor to Seller in any certificate of record, waive all right to any judgment or decree against Seller with respect thereto.

15. The remedy of Purchaser herein given to Seller shall not be exclusive of any other right herein given, with default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and incur any expenses, including attorney's fees, Seller in enjoining any of the covenants and agreements of this agreement.

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 shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in full satisfaction of all covenants and agreements made on this agreement.

13. In the event of a violation of the provisions of this agreement by Seller, Seller shall be liable for damages to Purchaser for the period of time, for every day Seller violates any of the covenants and agreements made on this agreement.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Seller in any of the provisions herein, this agreement shall be reformed to take effect in the future.

11. In case of the failure of Purchaser to make timely payment to Seller, which may elect to pay taxes, assessments, insurance premiums, or any part thereof, or perform any of Purchaser's obligations under this agreement, Seller may elect to pay such amounts so paid shall become an addition to the purchase price.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay under this agreement, Seller may elect to pay such amounts so paid shall become an addition to the purchase price.

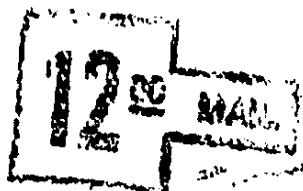
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## LEGAL DESCRIPTION RIDER

Lot 26 in Yales Resubdivision of Block 45 in Elston's Addition to Chicago in the Northeast Quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, (Excepting that Part of Lot 26, Described as Follows: Beginning at the Most Southerly Corner of Said Lot on Kingsbury Street and Running Thence Northwesterly Along the Lot Line 15 Feet; Running Thence Northeasterly Along a Line Drawn Parallel to the Lot between Lots 26 and 27 to the Alley; Thence Southeasterly Along Said Alley to the Most Southerly Corner of Said Lot 26 on Said Alley; Thence Southwesterly Along Lot Line to Place of Beginning.) Also Lot 2 and That Part of Lot 1 in the Resubdivision of Lots 23, 24 and 25 in Yale's Resubdivision of Block 45 in Elston's Addition to Chicago in the Northeast Quarter of Section 5 Aforesaid, Lying North of a Line Drawn from a Point in the Southwesterly Line of Said Lot, 17.0 Feet Southerly of the Northwesterly Corner thereof, to a Point in the Northeasterly Line of Lot 1 Aforesaid, 16.62 Feet Southerly of the Northeasterly Corner Thereof All in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#17-05-213-006 (N.26)  
-005 (2) \$  
-604 (1)



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FISCH & LANSKY & GREENBURG (904547)  
ATTORNEYS AT LAW  
221 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60601  
PHONE 726-2566

Property of Cook County Clerk's Office

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