GEORGE E. COLE

LEGAL FORMS

| (ILLINOIS) CAUTION CONDUCTS lawyer Down and sing or acting un  |                                   |   |     |
|--|-----------------------------------|---|-----|
| AGREEMENT, made this 17th day of   | February                          | 86091690  | er  |
| ROSE B. GALLUCCI   |                                   | , Seller, a                                     | n   |
| RICHARD SAPITA and PETER MILLER  |                                   | · · · · · · · · · · · · · · · · · · ·           | eт  |
| WITNESSETH, that if Purchaser shall first make the covenants and agrees to convey to Purchaser in fee sim warranty deed, with waiver of homestead, subject to the cook and and State of IIIInois | onle by Seller's War:             | ranty recordal                                  | ble |
| Lots 7 and 8 in Block 7 of<br>of the South East Fractiona<br>Range 15, East of the Third<br>Illinois.  | Russell's Subdival 1/4 of Section | ision of the South 1/2<br>8, Township 36 North, |     |
| commonly known as 650 Dougl  | as, Calumet City                  | , Illinois                                      |     |
| Pernant Tax  | In DEX somber                     | - 30-08-415-029                                 | 7   |

, 19 86, at Seller's expense, February 21, and Seller further agrees to furnish to Purchaser on or before the following evidence state to the premises: (a) Owners title insurance policy in the amount of the price, issued by Title Company (b) recriticity of the limit of the price issued by the Registrary of the soft Cook Country. , (b)reminated title is med by the Region and Titles of Chok County, Himois, (c) merchantable aby tract of title\*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. [60] Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from ROSE B, GALLUCCI, time to time designate in writing, and until such designation at the office of

302-161st Street, Columet City, Illinois

the price of Twenty-Three Thousand and no/100 (\$23,000.00) Dollars Dollars in the manner following, to-wit:

SEE ATTACHED SCHEDULE AND RIDER FOR ADDITIONAL TERMS AND COVENANTS

with interest at the rate of 10.25 per cent per annum payable on the whole sum remaining from time to time unpaid.

Closing Possession of the premises shall be delivered to Purchaser on

, provided in a 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 85 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, me 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 1985-86 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of appropriate hereoform leving follows for date hereof; (a) the rights of all the second of the second special assessments heretofore levied falling due after date hereof; (c) the rights of all recions claiming by, through or under Purchaser: (d) ensements of record and record and records Purchaser: (d) casements of record and party walks and party walk ingreements; if any; (c) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws are ordinances; (f) roads, highways, streets and alleys, if any; The real estate tax escrow as required in a ragraph 5 of the RIDER attached hereto shall be adjusted annually according to the tax bill issued

in August of each calendar year. 2. Furchaser shall pay before accrual of any penalty any and all taxes and installments of special as exements pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Furchaser 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 a ffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Celler 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 .....13%... 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, or al 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.

Sealed and Delivered in the presence of

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Received on within Agreement BATE the following sums INTEREST GEORGE E. COLE® LEGAL FORMS RECEIVED BY



#### RIDER

This Rider is attached hereto and made a part of the INSTALLMENT AGREEMENT FOR DEED, dated February 17, 1986, between ROSE B. GALLUCCI, hereinafer referred to as Seller, and RICHARD SAPITA and PETER MILLER, hereinafter referred to as Purchasers, regarding the property at 650 Douglas, Calumet City, Illinois.

- 1. Purchasers hereby covenant and agree to pay to Seller the purchase price of Twenty-Three Thousand and no/100 (\$23,000.00)Dollars in the following manner, to-wit:
  - A. Earnest money on the sum of Five Hundred (\$500.00) Dollars;
  - D. An additional sum of Three Thousand Eight Hundred (\$3,800.00)Dollars on February 25, 1986, at closing;
- C. The balance of Eighteen Thousand Seven Hundred and no/100 (\$18,700.00) collars with interest on the principal balance remaining from time to time unpaid at the rate of 10.25% per cent per annum, payable monthly at the rate of One hundred ninety (\$190.00)dollars per month payable as follows:
- D. The sum of one hundred ninety dollars and no/100 cents (\$190.00) to be paid on the 15th day of March, 1986, and one hundred ninety dollars (\$190.00) to be paid on the 15th day of each and every month thereafter for the following 47 months, or until payment is made in full by a prepayment of all the remaining outstanding principal during that period.
- E. At the expiration of Four years, however, or on March 15, 1990, the balance due on the principal shall be paid in full.
- 2. Purchasers may prepay the sum due on this contract at anytime without ponalty.
- 3. In addition to the monthly payment required of purchasers for principal and interest, purchasers shall pay to seller, as escrowee, each and every month, a sum equal to one-twelfth (1/12) of the amount of real estate taxes which said amounts shall increase as the real estate taxes increase.

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The seller shall pay the taxes from the purchaser's escrowed funds as the tax bills become due and shall furnish Purchaser's with copies of the paid bills within 90 days of receipt from the Cook County Treasurer. In that the escrow payments by Purchasers under this agreement do not commence until after closing, and it being further necessary that sufficient funds be available for payment of taxes, purchasers shall deposit in scrow with Sellers at closing a sum equal to the credits purchaser will receive from Seller for prorations at closing.

- 4. Purchasers shall obtain and pay for insurance for the subject premises. The policy or policies shall name Seller as an additional insured in a mortgagee payable clause. Purchasers shall insure the subject premises for fire, liability and extended coverage with a provision for coverage of the landlord-tenant operation of the premises. Purchasers shall provide seller with a copy of said insurance policies on an annual basis.
- 5. Purchasers agree they are purchasing the subject premises AS IS. Purchasers agree to make those repairs listed on the report issued on or about November 22, 1985 a copy of which is attached as Exhibit A. The repairs shall be made by purchasers at their expense. The repairs shall be made promptly, as not to interfere with the pay-off of this contract in 1990.
- 6. Seller is providing at this time a survey, and purchasers agree that in the event a further survey is needed at the time of pay-off of this contract, the purchasers shall be liable for the expense of such future survey.
- 7. Seller agrees to pay for real estate transfer taxes (county and state) upon the final pay-off of this contract. Purchaser shall pay the real estate transfer taxes collectible by the City of Calumet City, Illinois.
- 8. Purchaser shall assume the cost of all points, inspections, appraisals which may be required in the event purchasers finance the pay-off of this contract with financing

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quaranteed under any governmental program, to-wit: FHA, HUD, VA, State of Illinois, County of Cook, City of Calumet City, Illinois, and as permissible by such programs.

Purchasers agree to make every reasonable effort 9.

to pay-off this contract through conventional financing.

- 10. Seller agrees to assign its interest in any leases regarding the subject premises to purchasers, and purchasers shall have the right to collect rents, if any, from the tenants at said premises.
- 11. In the event Seller provides a preliminary report of title or title commitment letter at or prior to this closing (1986) the purchasers assume the responsibility and expense of all future titis commitment letters or title expense which may be incurred at the time of the pay-off of this contract.
- In the event Seller's mortgagee shall take action to accelerate the mortgage and note indebtedness due on the subject property (due on sale clause, if any), the purchasers agree to accelerate full payment of the balance due and payable under this contract, upon notice from Selier.

PETER/MILLER PURCHAUEP .

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