

CAUTION Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

86177644

AGREEMENT, made this first day of April, 1986, between

JOAQUIN VELEZ and MARIA VELEZ, his wife, Seller, and  
SILVIA GONZALEZ, a spinster, and ABEI GONZALEZ and BELEN GONZALEZ,  
his wife, in Joint Tenancy, 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 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:

Lot 42 in Block 1 in McMahan's Subdivision of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the South East  $\frac{1}{2}$  of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax No. 16-24-400-022 D.

The above described property is located at 2745 W. 16th St., Chicago, Illinois, where the Grantees reside.

and Seller further agrees to furnish to Purchaser on or before April 24th, 1986, 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 Intercounty Title Co., (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 Sol I. Dvorkin,

100 North La Salle Street, Chicago, Illinois 60602

the price of Thirty-Eight Thousand and no/100 (\$38,000.00)  
Dollars in the manner following, to-wit:

Seven Thousand and no/100 (\$7,000.00) Dollars on April 24, 1986,  
and the further sum of Thirty-One Thousand and no/100 (\$31,000.00)  
Dollars payable in monthly installments of \$409.68, commencing May 1,  
1986, including interest  
with interest at the rate of 10 per cent per annum payable monthly, plus monthly deposits of \$96.00  
on the whole sum remaining from time to time unpaid. for the payment of taxes & insurance

Possession of the premises shall be delivered to Purchaser on April 30, 1986

, 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 1986 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 liens, encumbrances, easements, rights-of-way, restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (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 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 10 per cent per annum until paid.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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).

-86-1-7644

**Received on within Agreement  
the following sums**

DATE

INTEREST  
PRINCIPAL  
RECEIVED BY

00	00	00
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**UNOFFICIAL COPY**GEORGE E. COLE  
LEGAL FORMS

PURCHASEE  
John J. Foley (SEAL)

PURCHASEE  
John J. Foley (SEAL)

SELLER  
John J. Foley (SEAL)

SELLER  
John J. Foley (SEAL)

PURCHASEE  
John J. Foley (SEAL)

DEPT-01 RECORDING \$11.00  
 00 05/05/98 09:30:00  
 #2222 TRAN 0035 480404  
 48-B-177644

Sealed and Delivered in the presence of

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

16. Purchaser shall be more than one person associated therewith, although expressed in the singular, shall be read and construed as plural.

17. If three or more persons are more than one person designated herein as "Seller" or as "Purchaser", such word or words whenever used in this paragraph given is intended to cover jointly and severally.

18. All notices and demands hereinafter shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1615 South California Avenue, Chicago, Illinois 60608, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given when made on the date of mailing.

Purchaser at 2745 West 16th Street, Chicago, Illinois 60608, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given when 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 be either parol or written. Any notice or demand mailed as provided herein shall be deemed to have been given when made on the date of mailing.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority received by the Seller, his violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his agent within 10 years prior to the date of execution of this provision or if such provision is violated under applicable law, such provision shall be ineffective to the extent of its application.

21. If any provision of this agreement is held invalid by or invalid under applicable law, such provision shall be removed from this agreement or this provision shall be reformed so as to give effect to the intent of the parties.

22. It is agreed to add the obligation upon the heirs, executors, administrators and assigns of the respective parties.

23. Seller warants to Purchaser that no notice from any city, village or other governmental authority received by the Seller, his agent within 10 years prior to the date of execution of this provision or if such provision is violated under applicable law, such provision shall be removed from this provision.

24. The remedy of Purchaser hereinafter given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default, exercise the right of foreclosure to maturity heretofore given to Seller, to enter Purchaser's apartment in favor of Seller, or for any other reason, to any other right herein given.

25. The remedy of Purchaser hereinafter given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default, exercise the right of foreclosure to maturity heretofore given to Seller, to any other right herein given.

26. Purchaser agrees to pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to collect, expenses and interest by Seller in any action brought by Seller against Purchaser on account of any judgment rendered by Seller against Purchaser on account of any other right herein given.

27. In the event of the termination of this agreement by Seller by lapse of time, 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, whether by Seller or recordee, or for any other right herein given to Seller, to any other right herein given.

28. In the event of the termination of this agreement by Seller by lapse of time, 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, whether by Seller or recordee, or for any other right herein given to Seller, to any other right herein given.

29. In the event of the termination of this agreement by Seller by lapse of time, 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, whether by Seller or recordee, or for any other right herein given to Seller, to any other right herein given.

30. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount paid shall become an addition to the purchase price of the property 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 any premises by Seller due to nonpayment of the amount due and to recordee's office of said County.

31. In case of the failure of Purchaser to make any of the payments, with interest at 10 per cent per annum until paid, hereunder, Seller may elect to pay such items and any amount paid shall be retained by Seller, be foreclosed or repossessed by Seller, and Purchaser shall be liable for all damages 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 any premises by Seller due to nonpayment of the amount due and to recordee's office of said County.