

UNOFFICIAL COPY

Received on within Agreement the following sums

Table with columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY

GEORGE E. COLE LEGAL FORMS

Box 97

DEPT-01 RECORDING \$11.00
T42222 TRAN 0035 05/08/86
#0408# B *-86-177644

PURCHASER (SEAL)
PURCHASER (SEAL)
PURCHASER (SEAL)
SELLER (SEAL)
SELLER (SEAL)

Scaled and Delivered in the presence of

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

the remaining provisions of this agreement. 21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be

principal or his agent within 10 years of the date of execution of this contract. 20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code

extended to and be obligatory 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

been given or made on the date of mailing. of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have

Purchaser at 2745 West 16th St., Chicago, Illinois 60608, or to the last known address 1615 South California Avenue, Chicago, Illinois 60608 or to

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at plural. 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used

herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as in this paragraph given is given by such persons jointly and severally.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgment. Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser", the power and authority

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with Seller against Purchaser on or under 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 will pay to Seller all costs and expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on account of the provisions hereof, and all such

13. In the event of the termination of this agreement by lapse of time, forfeiture 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 without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and he shall conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments 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 the premises aforesaid.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other items which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become in addition to the purchase price immediately due and payable to Seller, with interest at 10 percent per annum until paid.

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