

AGREEMENT, made this 15th day of June, 1979, between

JOHN O'NEILL and KATHLEEN O'NEILL, his wife, hereinafter "O'NEILL," Seller, and

ANDRIJA VASILJ, 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 stamped recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 5 in the Subdivision of Block 9, except the North 100 feet thereof, in the Village of Rogers Park, according to Plat of said Subdivision recorded in the Recorder's Office of said county, in Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY: RONALD L. FARKAS

ATTORNEY AT LAW, 77 W. WASHINGTON ST., CHICAGO, ILLINOIS

Property Address: 7100-04 N. Clark St. and 1758-64 W. Estes Chicago, IL
P.I.N: 11-31-201-048

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 residence of seller at 6137 Byron, Rosemont, Illinois, the price of \$85,000.00 in the following manner:

\$10,000.00 (minus net prorations including earnest money heretofore paid) upon the execution hereof and \$900.13 or more on December 15, 1979 and the further sum of \$900.13 or more on the 15th day of each month thereafter until December 15, 1994, at which time the entire balance of principal and interest yet outstanding and unpaid shall be due and shall be paid in full by purchaser to seller. All payments shall first be applied to interest which shall accrue from December 15, 1979, at the rate of 12.0 percent per annum on the whole sum remaining from time to time unpaid, and then to principal.

Purchaser shall also pay to seller at the time of each monthly payment hereunder, an additional sum equal to 1/12 of the annual real estate taxes, which sums shall be held in escrow by seller for the payment of such expenses. Seller may also require a like escrow for hazard, insurance premiums at any time hereafter. The above payments of \$900.13 include both principal and interest. The purchaser shall have the unlimited privilege to prepay all or any part of the purchase price without any penalty whatsoever.

General taxes for the year 1978 shall be paid entirely by seller. The 1979 taxes shall be allocated upon issuance of the actual bill and paid for by the respective parties (166.365 by seller and the balance by purchaser).

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 1979 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - (b) All installments of special assessments hereafter levied;
 - (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;
 - (g) Existing leases and tenancies.

~~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 eight 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 legal right, title or interest 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; however, purchaser shall have equitable rights in the premises hereafter.

*Strike out all but one of the clauses (a), (b) and (c).

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Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

Table with 4 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. The table is mostly empty with some faint lines.

GEORGE E. COLE
LEGAL FORMS

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.
SEE RIDER ATTACHED
HERE TO FOR SIGNATURES
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1986 MAY 9 PM 2:06
COOK COUNTY, ILLINOIS
RECORD

8. No extension, change, modification or amendment to or of this agreement 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.
10. 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 shall be paid in addition to the purchase price immediately due and payable to Seller, with interest at eight per cent per annum until paid.
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.
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 be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
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.
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, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, 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 or under this agreement.
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 the exercise of the right of forfeiture, or any other right herein given.
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 trial by jury, 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 judgments; 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 in this paragraph given is given by such persons jointly and severally.
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 plural.
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1260 W. Estes, Chicago, Illinois 60626 and c/o Ronald L. Farkas, 77 W. Washington St., Chicago, Ill. 60602 6137 Byron, Rosemont, Illinois 60018 and c/o Sidney Edelstein, 3945 W. Irving St., Chicago, Ill. 60618 Purchaser at 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 or 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 extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a building code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

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1. It is understood by the parties hereto that O'NEILL is at this time not the title holder of the subject property; O'NEILL is presently the purchaser under other Articles of Agreement dated December 17, 1969, which Articles have been recorded with the Cook County Recorder of Deeds as document no. 21046810. It is further understood and agreed that notwithstanding anything herein to the contrary, this agreement shall not be interpreted as transferring or assigning any interest whatsoever in the Articles of Agreement dated December 17, 1969 to the within purchaser, ANDRIJA VASILJ, said purchaser shall not have nor shall such purchaser ever acquire any rights under said Articles of Agreement, except that the within purchaser shall have the right to make payments under said Articles in the name of O'NEILL as is more fully set forth in the next paragraph. Instead, it is agreed that the essence of the within Articles of Agreement is that O'NEILL shall continue to comply with the terms and conditions of payment of the Articles of Agreement dated December 17, 1969 and upon full payment thereof shall acquire title to the subject property. Thereafter, O'NEILL shall convey title to ANDRIJA VASILJ, the within purchaser, upon full payment of the within Articles of Agreement. This agreement is in the nature of a "wrap around Articles of Agreement" and any differential in interest paid by ANDRIJA VASILJ under this agreement and by O'NEILL under the Articles dated December 17, 1969 shall belong to O'NEILL exclusively.

2. It is further agreed that in the event O'NEILL shall fail or refuse to comply with any of the terms of payment of the Articles of Agreement dated December 17, 1969, while ANDRIJA VASILJ is not in default in the payments of principal and interest required to be made by them under the terms of this agreement, ANDRIJA VASILJ shall have the right, but not the obligation, to make such payments that are in default under said Articles of Agreement in the name of O'NEILL and to deduct all such sums paid, including any penalties, from the payments due to O'NEILL under this agreement, as though such sums were actually paid to O'NEILL under this agreement.

3. ANDRIJA VASILJ, the purchaser herein, is presently a tenant in the subject property and said purchaser is fully aware of the physical condition of the building and he is purchasing the property in an "as is" condition. Purchaser further covenants and agrees to diligently repair the building so as to bring it into compliance with the City of Chicago building code, at his own expense.

4. Possession of the property shall be turned over unto purchaser at the time of closing on June 15, 1979 and said purchaser shall be entitled to all rents due thereafter, and all usual prorations shall be computed to said closing date except that no interest whatsoever shall commence to accrue on the \$75,000.00 balance of the sale price until December 15, 1979.

RETURN TO: X Recorder's Box No. 437

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John J. O'Neill
JOHN J. O'NEILL, Seller

Kathleen O'Neill
KATHLEEN O'NEILL, Seller

Andrija Vasilj
ANDRIJA VASILJ, Purchaser

The undersigned hereby certifies that JOHN J. O'NEILL and KATHLEEN O'NEILL, his wife, and ANDRIJA VASILJ, are personally known to be to be the same persons who subscribed the foregoing instrument before me; that they acknowledged and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth & the release and waiver of the right of homestead on the part of ANDRIJA VASILJ.

Given under my hand and official seal this 15th day of June, 1979.

Henry [Signature]
Notary Public

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Property of Cook County Clerk's Office

2024/10/24