

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

AGREEMENT, made this 21st day of May, 1986, between  
LEWIS HANSEN and MARY LOU HANSEN, HIS WIFE 86224240 Seller, and  
MARLON DODD and BETTY DODD 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 9 in Block 1 in Dickey and Baker's Northwest Addition to Chicago in the Northwest 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address of 2138 N. Kenneth Ave., Chicago, IL 60639

Permanent Index No. 13-34-121-030 H.W.

and Seller further agrees to furnish to Purchaser on or before May 21, 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 Greater Ill. Title Company Inc., (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 LEWIS HANSEN 300 N. State Street, Chicago, Illinois

the price of \$39,000.00 Dollars in the manner following, to-wit: See Paragraph 32 on Rider attached.

**JOSEPH J. PODUSKA ATTY.**  
6059 W. Irving Pk. Rd. Chicago, IL 60634

~~with interest at the rate of xxxxxxxx per cent per annum payable on the whole sum remaining from time to time unpaid~~  
Possession of the premises shall be delivered to Purchaser on May 21, 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:

- 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 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;
- 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.
- 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 18 per cent per annum until paid.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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).

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RIDER ATTACHED TO AND MADE PART OF INSTALLMENT AGREEMENT FOR WARRANTY DEED DATED MAY 21, 1986, between LEWIS HANSEN and MARY LOU HANSEN as Sellers, and MARLON DODD and BETTY DODD as Buyers, for the purchase of property located 2138 N. Kenneth Avenue, Chicago, IL 60639

22. The provision of this rider shall take precedence over any provision in the printing portion of this contract in the event of any inconsistencies between them.
23. The seller shall pay the entire 1985 general real estate tax bill and provide proof of payment of same to the buyer within 90 days of the due date of the second installment thereof.
24. The seller shall give the buyer credit on the closing statement of the contract sale for the proration share of the 1986 real estate taxes based upon the total 1984 real estate tax bill and that amount shall be retained by the seller and credited to the buyer's real estate tax and insurance escrow to be held by the seller.
25. The buyer and seller shall reproporate the 1986 real estate taxes at such time as the second installment of the 1986 general real estate tax bill is issued and they shall make the appropriate adjustment to the real estate tax escrow account to be held by the seller to reflect the said reproporation.
26. The seller shall furnish the buyer with an annual statement of accounting of the real estate tax and insurance escrow on or before January 31st of each year.
27. Seller at its expense has furnished to the buyer a commitment for title insurance for Greater Illinois Title Company dated April 23, 1986 in the amount of \$39,000.00 bearing Order No. C10477. The seller shall not be responsible for further title charges incurred at the time of delivery of deed other than the expense of state and county revenue stamps applicable to the seller at the time and any other title charges that may be incurred by the buyer to remove any incumbrances caused by the seller during the pendency of this installment contract.
28. The seller represents to the buyer that the mortgage and the note recorded thereby noted in Exception 2, Schedule B of the Title Commitment dated April 23, 1986, to Greater Illinois Title Company has been paid and the seller agrees to obtain release of said mortgage recorded as document 22646435 and assignment of rents document 22646436 prior to delivery of deed. In the event release of said mortgage and assignment of rents has not been obtained

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and recorded and proof of same has not been tendered to the buyer within 30 days of the date of this agreement, the buyer shall have the right to withhold the last \$13,000.00 of principal balance due on this installment agreement until proof of release of said mortgage and assignment of rents is delivered to the buyer or title insurance guaranting over the same is obtained by the seller.

29. In addition to the monthly payments of principal and interest as provided herein, the buyer shall deposit with the seller monthly an amount equal to 1/12th of the last ascertainable real estate tax bill and the last known fire and extended coverage insurance bill for the premises.
30. Initial monthly tax escrow deposit shall be 39.00 and insurance escrow deposit shall be 26.00 for a total deposit of 65.00.
31. The seller shall on May 21, 1986, deposit with the seller's attorney, Joseph J. Poduska, an executed warranty deed conveying title to the buyer in joint tenancy along with executed Alta affidavits, a bill of sale and an affidavit of title to be held in escrow to Joseph J. Poduska until final payment has been made under these Articles of Agreement.
32. The initial payment of \$3,000.00 plus or minus proration shall be paid on May 21, 1986 and the remaining principal balance of \$36,000.00 shall be made in 120 monthly installments of principal and interest of \$465.83 commencing July 1, 1986 with the last payment due June 1, 1996, the said principal balance being interest at the rate of 9.5% per annum.
33. The buyer may have the right to prepay the entire remaining principal balance at any time without any prepayment penalty. All prepayments will be applied first to the final principal balance remaining due.
34. The buyer shall pay all city of Chicago water and sewer bills and furnish seller with proof of payment on demand.

x *Marlon Dodd*  
x *Betty Alodol*

*R. Hansen*  
MARY LAW HANSEN

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