

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

AGREEMENT, made this 5th day of June, 1986, between
MERCEDES LOPEZ POMBERT, 86235321, Seller, and
ROLANDO NAVARRO, 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 Warranty 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 24 IN BLOCK 1 IN WATRIS SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 115 FEET THEREOF) IN COOK COUNTY, ILLINOIS. P.I.N 16 01 408 006 H.W.

Commonly known as: 1045 N. California Ave
Chicago, Illinois.

and only at this time and not when these Articles of Agreement are fully paid.

and Seller further agrees to furnish to Purchaser on or before May, 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 Mid-America Title, (b) ~~certificate of title issued by the Registrar of Deeds in 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 MERCEDES LOPEZ POMBERT at: 1714 N. Harding Ave, Chicago, Illinois

the price of TWENTY THREE THOUSAND (\$23,000.00) AND NO/100 Dollars in the manner following, to-wit:

(SEE RIDER PART OF ARTICLES.)

with interest at the rate of 9% per cent per annum payable monthly, over four (4) years on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on June 5, 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 delivery of possession of the premises. General taxes for the year 1985 are to be prorated from January 1 to such date of 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 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;

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 9% 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 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.

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

BOX 159

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED, DATED THE 5th DAY OF JUNE, 1986. BY AND BETWEEN MERCEDES LOPEZ POMBERT AS SELLER, AND ROLANDO NAVARRO, AS PURCHASER, OF THE PREMISES COMMONLY KNOWN AS 1045 NORTH CALIFORNIA AVENUE, CHICAGO, ILLINOIS

22. The purchase price of TWENTY THREE THOUSAND (\$23,000.00) AND NO/100 DOLLARS, shall be paid by Purchaser to Seller, in the following manner:

a) The sum of FIVE THOUSAND (\$5,000.00) DOLLARS, including the initial earnest money deposit of TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS, plus or minus customary prorations, upon the execution of these Articles.

b) The balance of EIGHTEEN THOUSAND (\$18,000.00) DOLLARS, shall be paid as follows: EM

i. - The sum of FOUR HUNDRED FORTY SEVEN (\$447.94) AND .94/100 DOLLARS on the ~~first~~ day of JULY, 1986 and the sum of FOUR HUNDRED FORTY SEVEN (\$447.94) AND .94/100 DOLLARS on the first day of each month thereafter, except that the final payment of principal and interest, if not sooner paid, shall be due on June 5, 1990. The monthly payments reflect an amortization of EIGHTEEN THOUSAND (\$18,000.00) DOLLARS, at an interest of NINE (9%) percent per annum over a term of four (4) years.

ii. - All such payments shall be first applied to interest on the unpaid principal balance and the remainder to principal and all of said payments of principal and interest shall be made payable to MERCEDES LOPEZ POMBERT.

23. In addition to all other payments provided for herein, Purchaser agrees to deposit with Seller with each monthly payment an amount equal to one-twelfth (1/12) of the yearly taxes and assessments and one-twelfth (1/12) of the annual insurance premium cost as a reserve account, which reserve account shall be used by Seller to pay the taxes and insurance when due. At the time of the execution of this Agreement, the monthly tax and insurance reserve payment is hereby fixed at ELIGHTY NINE F W I R DOLLARS (\$ 89.00) per month, but shall be readjusted periodically from time to time, as required. In the event that there are insufficient funds on deposit in such account to pay any installment of taxes or insurance premiums, the Purchaser will promptly pay into such account sufficient funds to make up the deficiency.

24. - Notwithstanding any provision to the contrary in paragraph 9 of the Articles of Agreement to which this Rider is attached, the Purchaser shall at all times maintain fire insurance (with extended coverage) at a minimum of eighty (80%) percent of the insurable value of the improvements herein being conveyed. Said insurable value is to be re-evaluated at least every two (2) years by a properly qualified appraiser and the insurance coverage shall be appropriately increased to reflect the revised insurance value from time to time. The PURCHASER monthly insurance deposit shall be readjusted to reflect the premium increase or decrease from any such change in coverage.

25. - At any time during the existence of this contract, Purchaser shall be entitled to receive a deed upon securing their own financing to pay the balance of principal and interest then due and owing together with all costs, taxes, assessments and other accrued charges in full.

26. - On notice to Purchaser, Seller reserves the right to place such other and further mortgages on the security of the premises during the life of this Agreement, provided (a) the aggregate total of the principal owing on all mortgage interests in the premises shall not exceed the balance then owing Seller by

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Purchaser under this Agreement, and (b) Seller shall give Purchaser a copy of any such mortgage and supporting note within thirty (30) days after disbursement of funds under said mortgage and (c) upon payment by Purchaser of the balance due under this Agreement, Seller shall convey the premises free and clear of said mortgage. In the event the Seller fails to make any payment on any mortgages which the Seller have or place in the future on the subject premises, then and in that event the Purchaser have the right to make said payment on the Seller's behalf and to deduct the full amount thereof from the payments called for herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate, this 5th day of JUNE, 1986.

Mercedes Lopez Pombert
Mercedes Lopez Pombert

Rolando Navarro
Rolando Navarro

WITNESS:

Eduardo Mendez

[Signature]

THIS INSTRUMENT WAS PREPARED BY:

EDUARDO MENDEZ, Attorney at Law
2337 N. Milwaukee Avenue
Chicago, Illinois 60647

(312) 235-8826

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