

UNOFFICIAL COPY

AGREEMENT, made this 20th day of October, 1970, between

Fred J. Barczykowski and Lorraine Barczykowski, his wife, as sole Seller, and
beneficiaries of American National Bank & Trust Company Trust No. 23206
James E. Skellion and Reba M. Skellion, his wife, 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 assignment of interest in land and trust 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:

Lots 1 and 2, except the east 10 feet thereof, in Jadurick's Re-
subdivision of lots 13 and 14 in Frank DeLugach's 79th Street
Estates of the Northwest 1/4 of Section 36, Township 38 North,
Range 12 East of the Third Principal Meridian in Cook County,
Illinois, 18-36-103-011 lot 1 18-36-103-015 lot 2

commonly known as 7749 West 79th Place, Bridgeview, Illinois

and Seller further agrees to furnish to Purchaser on or before November 30, 1970, 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 Chicago Title & Trust Company; (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 Fred J. Barczykowski, 9235 South 48th Court, Oak Lawn, Illinois

the price of Sixteen Thousand Four Hundred and Fifty (\$16,450.00)
Dollars in the manner following, to-wit: One hundred and fifty seven and 22/100
(\$157.22) Dollars (based on an amortization of 15 years), payable
on the first day of each month

with interest at the rate of 8 1/2 per cent per annum payable monthly
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on Purchaser is now in possession
of the premises

~~Provided that Purchaser is not then in default under this agreement.~~
~~Real estate 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 19 are to be provided 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 tax.~~

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 1970 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;

(g) Existing first mortgage for principal sum of \$5,000.00

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 seven 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.

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

RIDER ATTACHED HERETO IS SPECIFICALLY INCORPORATED HEREIN.

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Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

GEORGE E. COLE
LEGAL FORMS

18 x *[Signature]* (SEAL)
18 x *[Signature]* (SEAL)
18 x *[Signature]* (SEAL)
18 x *[Signature]* (SEAL)

Sealed and Delivered in the presence of
day and year first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the
ing structure on said real estate.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any
parties.

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

Purchaser at
7749 West 79th Place, Bridgeview, Illinois

to Seller at
9235 South 48th Court, Oak Lawn, Illinois

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail
or to

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wher-
ever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and

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 judgment against Purchaser in any court of record,

waive progress and service thereof and in all 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 the 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.

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.

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
this agreement, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, all
whether furnished 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 be so 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 posses-

sion of the premises aforesaid.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obli-
gated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the Seller's

purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid. It is
understand that the Seller shall also contain public liability coverage

under which the Seller shall also contain public liability coverage

at least equal to the sum of \$14,000.00, which insurance, together with all additional or substituted insur-
ance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policy

to Seller. Said insurance shall also contain public liability coverage

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RIDER ATTACHED TO INSTALLMENT AGREEMENT DATED OCTOBER 20, 1970 BETWEEN FRED J. BARCZYKOWSKI AND LORRAINE BARCZYKOWSKI, HIS WIFE AS SOLE BENEFICIARIES OF AMERICAN NATIONAL BANK & TRUST COMPANY TRUST NO. 23206 (SELLER) AND JAMES E. SKELLION AND REBA M. SKELLION, HIS WIFE (PURCHASER) RE PROPERTY AT 7749 WEST 79TH PLACE, BRIDGEVIEW, ILLINOIS

Anything in the printed portion of this Agreement to the contrary notwithstanding:

21. In addition to the monthly payments due hereunder, Purchaser shall also deposit with Seller, each month, a sum equal to 1/12th of the general real estate tax (based upon the most current bill) and 1/12th of the premium for the insurance provided for in Paragraph 9 hereof. Purchaser shall deposit with Seller any deficiency with regard to the annual real estate tax bill within fifteen days after such bill is received. Seller shall pay such real estate tax and insurance premiums from the money thus deposited by Purchaser. If Seller fails to make such payments promptly when due, Purchaser may make such payments and deduct the amounts thus paid from the monthly payments due to Seller pursuant to the terms of this Agreement.

22. At any time prior to payment in full of the purchase price herein, Seller shall have the right to obtain, without cost to Purchaser, a mortgage for Purchaser in the amount of the then unpaid balance hereof, at the same interest rate and monthly installments of principal and interest as are provided for in this Agreement. Purchaser shall cooperate fully in the execution of such instruments and supplying of such information to the mortgagee as may be required by such mortgagee.

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WHEREAS the Board of Directors of the Cook County Clerk's Office has determined that it is in the best interests of the County to enter into a contract with the Cook County Clerk's Office for the purpose of providing for the collection and distribution of the County's share of the proceeds of the sale of the County's real property, and

and whereas the Board of Directors of the Cook County Clerk's Office has determined that it is in the best interests of the County to enter into a contract with the Cook County Clerk's Office for the purpose of providing for the collection and distribution of the County's share of the proceeds of the sale of the County's real property, and

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23. At such time as the unpaid principal due on the purchase price herein shall be \$8,225.00 or less, then at the option of Purchaser and provided Purchaser shall not then be in default pursuant to the terms of this Agreement, the assignment of beneficial interest in the land trust herein shall be delivered to Purchaser for filing with the land trustee, and Purchaser shall simultaneously cause the land trustee to execute and deliver a trust deed mortgage to Seller for the unpaid balance then due hereunder, at the same interest rate and monthly installments of principal and interest as are provided for in this Agreement. Purchaser shall pay the land trustee's fee for executing such mortgage, the recording fee for same, and all trustee's fees which become due from and after the date the assignment of beneficial interest is delivered to Purchaser. Seller shall, nevertheless, have the right to obtain a mortgage for Purchaser, in the manner provided for in Paragraph 22 hereof, and to substitute such mortgage for the mortgage provided for in this Paragraph 23 at any time prior to payment of the full purchase price herein. Purchaser shall have the right to prepay any mortgage provided for in this Agreement, as well as this Agreement itself, at any time without penalty.

24. There shall be no prorations in connection with this transaction. In lieu of proration for 1970 general real estate tax, Seller shall pay said tax when it becomes due, applying the tax deposits received from Purchaser for the months of November and December, 1970 in accordance with Paragraph 21 hereof and

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charging Purchaser for one-sixth of the increase, if any, between the 1969 real estate tax of \$428.77 and the 1970 real estate tax.

25. At the time of execution of this Agreement, Seller shall execute and deliver to Attorney Sherwin J. Malkin, 33 North Dearborn Street, Chicago, Illinois, as escrowee, an assignment to Purchaser of all of Seller's right, title and interest in American National Bank and Trust Company of Chicago Trust No. 23206, the legal title holder of the property herein. Said escrowee shall hold such assignment in accordance with the terms of this Agreement.

26. This Agreement supersedes any and all prior agreements between the parties hereto regarding the sale of the property herein.

FJB

LB

Fred J. Barczykowski

Lorraine Barczykowski

86269949

Seller

James Skellion

Patricia Skellion

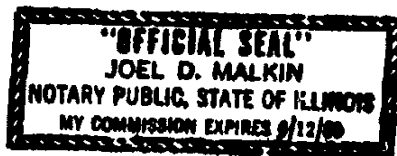
Purchaser

CERTIFICATION

SHERWIN J. MALKIN, being first duly sworn upon his oath, deposes and says that he was attorney for Fred J. Barczykowski and Lorraine Barczykowski, his wife (the Sellers in the foregoing Installment Agreement for Warranty Deed), and that this is a true and correct copy of the original of said Installment Agreement for Warranty Deed.

Subscribed and sworn to before me this 30th day of June, 1986.

Joel S. Malkin
Notary Public



Joel S. Malkin

DEPT. OF RECORDS
RECORDED FROM 0082 07/09/86 10:30 AM
COOK COUNTY RECORDS 6-9-86

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14.00

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SEND TO

JAMES SKELLION
7749 W 79TH PLACE

BRIDGEVIEW IL 60455



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