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CAUTION: Consult a lawyer before using or acting under the terms of this warranty deed, including, but not limited to, the matters specified below.

2 86272892

AGREEMENT, made this 2nd day of MAY, 19 86, between

ROBERT A. WOJCIK,

Seller, and

JAMES L. POSEY and DEBORAH BRUNETTI, TENANCY, with right of survivorship, not as TENANTS IN COMMON, but in JOINT TENANCY, with right of survivorship, 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:

The East 65 feet of the West 125.00 feet of the East 758 feet of the North 463 feet of the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 36 North, Range 15 East of the Third Principal Meridian (excepting from the above described parcel of land the East 25 feet of the South 9.42 feet thereof).

Permanent Index Number 30-30-215-099 1/2
Common Address: VACANT

Seller agrees to provide a current plat of survey of the subject premises, and the parties agree to execute a Petition for Division to be filed with the Cook County Assessor's Office.

and Seller further agrees to furnish to Purchaser on or before May 29, 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 Intercounty Title Co.; (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 ROBERT A. WOJCIK,

2917-172nd Street, Lansing, Illinois

the price of Thirty-One Thousand and no/100 (\$31,000.00) dollars Dollars in the manner following, to-wit: A. \$1,000.00 on May 5, 1986; B. 5,000.00 on closing on June 5, 1986; C. 5,000.00 on January 2, 1987; D. The balance due and owing on June 5, 1986, in the amount of \$25,000.00 payable on the basis of a 20 year amortization, with interest at the rate of 8 per cent per annum payable monthly, with the entire balance due and owing payable in full on June 4, 1988.

with interest at the rate of _____ per cent per annum payable _____ (SEE RIDER ATTACHED FOR PAYMENT DETAILS AND REAL ESTATE TAX PROVISION) on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on closing, 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 19 86 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:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1985 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 12 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).

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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 amounts so paid shall be added in addition to the purchase price immediately due and payable to Seller, with interest at 12 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 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 2917-172nd Street, Lansing, Illinois or to

Purchaser at 18204 Exchange Street, Lansing, Il. 60438, or to the last 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 dwelling 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.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

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

Sealed and Delivered in the presence of

Oliver V. Kester

Robert A. Wojcik (SEAL)
 ROBERT A. WOJCIK (SEAL)
 JAMES E. POSEY (SEAL)
Deborah Brunetti (SEAL)
 DEBORAH BRUNETTI (SEAL)

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE
LEGAL FORMS

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Return To:
Louis V. Keifer
684 State Ave
Cabinet City - Ill.
60409
Office

RIDER

This Rider is attached to and made a part of the Installment Agreement for Warranty Deed dated May 2, 1986, between ROBERT A. WOJCIK, hereinafter referred to as SELLER, and JAMES L. POSEY and DEBORAH BRUNETTI, hereinafter referred to as PURCHASER.

1. After closing on June 5, 1986, the balance of Twenty-Five Thousand and no/100 (\$25,000.00) shall be paid to Seller with interest at the rate of 8 per cent per annum payable monthly computed on a 20 year amortization. Such principal and interest to be payable as follows:

A. The sum of One Hundred Sixty-Seven and twenty-nine cents (\$167.29) to be paid on the 5th day of July, 1986, and (\$167.29) on the 5th day of each and every month thereafter for the following five months, or until payment is made in full by a prepayment of all the remaining outstanding principal during that period.

B. On January 5, 1987, in addition to the monthly payment due to Seller, purchasers shall pay in one lump sum the amount of Five Thousand and no/100 (\$5000.00) Dollars toward the outstanding balance due on this contract. After the payment of January 5, 1987, the parties agree to re-amortize the then remaining unpaid balance to be paid with interest at the rate of 8 per cent per annum payable monthly on a 20 year amortization, for the following 18 months.

C. At the expiration of the twenty-four month period the balance due on the principal shall be paid in full. (expected payment date: June 4, 1988).

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Louis U. Kuehn
684 State Hill
Chestnut City, IL
2017

01/20/17

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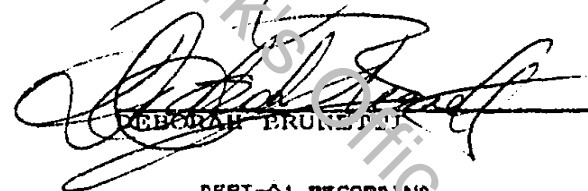
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2. In addition to the monthly payment required of Purchaser for principal and interest, purchaser shall pay to seller as escrowee, each and every month, a sum equal to one-twelfth (1/12) of the amount of real estate taxes which amount shall increase or decrease as the real estate taxes increase or decrease. The seller shall pay the taxes from the purchaser's escrowed funds as they become due and shall furnish purchaser with a copy of the paid tax bill within 30 days of payment. In that the escrow payments by purchaser under this agreement do not commence until after closing, and it being further necessary that sufficient funds be available for payment of taxes, purchaser shall deposit in escrow with seller at closing a sum equal to the credits purchaser will receive from seller for prorations at closing.

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ROBERT A. WOJCIK


JAMES L. POSEY


DEBORAH BRUNETTI

DEPT-01 RECORDING \$13.25
T#3333 TRAN 0564 07/02/86 11:28:00
#0928 # A * -84-272892
COOK COUNTY RECORDER

13⁰⁰ MAIL

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RETURN To:

Louis D. Keifer

684 Stotel Ave

Cabinet City - Ill.

60409



PROPERTY

County Clerk's Office

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