

CAUTION: Consult a lawyer before using or acting under this form. All provisions, including merchantability and non-merger.

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UNOFFICIAL COPY

AGREEMENT, made this 11th day of March, 19 86, between

ROBERT J. HELMICK & CHARLENE HELMICK, his wife

, Seller, and

ROBERT J. HELMICK, JR.

, 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 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: PARCEL 1: The South 50 feet of the North 198 feet of the West 125 feet (said West 125 feet being measured from the center line of Central Park Avenue) of Block 7 in Robertson & Youngs Second Addition to Morgan Park, a Subdivision in the Northeast 1/4 of Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, ALSO, PARCEL 2: The South 42 feet of the North 198 feet of the East 62 feet of the West 187 feet (said West 187 feet being measured from the center line of Central Park Avenue) of Block 7 in Robertson & Youngs Second Addition to Morgan Park aforesaid, all in Cook County, Illinois.

PIN: 24-23-213-070

Property Address: 11415 South Central Park, Chicago, Illinois 60655

and Seller further agrees to furnish title insurance on or before August 1, 19 86, 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 INSURANCE COMPANY, (b) certificate of title issued by the Register of Titles of the County of Illinois, (c) merchantable title "as of date", 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 at 3011 Latrelle Drive, Havasu

City, Arizona

the price of \$75,000.00

Dollars in the manner following, to-wit: \$10,000 upon execution of this contract receipt of which is hereby acknowledged & the balance of \$65,000 together with interest at 10% per annum payable in monthly installments of \$590.66 on the 1st day of APR. 1986 & on the 1st day of each month thereafter until fully paid with a final payment if not sooner paid on Mar. 1, 2016.

with interest at the rate of _____ 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 signing of this contract

, 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 ____ 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 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;

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 10% 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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Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
11.25			

REF#-91 RECORD#6
T#3532 TFRN 3208 07/31/86 12:10:00
\$11.25
COOK COUNTY RECORDER
#3718 # A * -86-326454

PROPERTY OF
COURT RECORDS
3101 W. 87TH STREET
CHICAGO, ILLINOIS 60642
MAY 11, 1986

Sealed and delivered in the presence of

year first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, this day and the remaining provisions of this agreement.

22. 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 affecting the remaining provisions of such provision.

23. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code participation of his agent within 10 years of the date of execution of this contract has been received by the Seller, his

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25. The time of payment upon the heirs, executors, administrators and assignees of the respective parties.

26. To and be of obligation upon the heirs, executors, administrators and assignees herein contained shall

27. Seller party, shall be sufficient service of record, Any notice or demand mailed as provided herein shall be deemed to have

28. All notices and demands hereinafter shall be in writing. The mailing of a notice or demand by registered mail to Seller at

29. And the verbs "and" and "or" used in this agreement, although expressed in the singular, shall be read and construed as

30. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used

31. And the preference to such suit, hereby expressly given to any other right of action in this state in any case of

32. Together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such

33. Purchaser of any of the covenants and agreements herein, to enter Purchaser's name, or to record, waives process

34. Purchaser hereby irrevocably consents to any attorney of record, in Purchaser's name, on default by

35. The remedy of reentry given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of

36. Seller agrees to waive the right to reenter, or any other right herein given.

37. Seller shall have the right to reenter and prosecute any other such remedy, notwithstanding or otherwise, with

38. Seller agrees to pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or

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