

86385479

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 29 day of May, 1986, between
Anthony Diaz, Seller, and

Lei Auyeung and Yoklim Auyeung, 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 29 in Block 2 in Albert Crane Subdivision of the North $\frac{1}{2}$ of Block 5 in Canal Trustees subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 17-33-106-029

Address(es) of premises: 3159 S. Normal, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before July, 1991, 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 Title 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, until such designation at the office of _____

the price of Forty One Thousand Dollars - The payment of \$7,000.00 at closing Dollars in the manner following, to-wit: The payment of \$1,000.00 per month commencing 30 days after closing for three months and the balance of \$31,000.00 in equal monthly installments of principal and interest in the sum of \$673.78 each, the first monthly payment due, _____, amortized over a 5 year period with a final payment due at the end of such 5 year period plus interest due of \$ _____ with interest at the rate of 11 per cent per annum payable in monthly installments of principal and interest as provided above. on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on date of agreement

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 1985/86 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 85/86 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; all interests, liens, encumbrances because of or due to an act of conduct of the purchasers or persons claiming through the Purchasers

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 14% 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).

86385479

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

6/15/88

GEORGE E. COLE
LEGAL FORMS

DEPT-01 RECORDING
143333 TRAN 7598 08/29/86 14,149.00
K4797 # 4 * 84-385479
COOK COUNTY RECORDER

(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
William A. ...

Sealed and Delivered in the presence of
William A. ...

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 amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at _____ percent 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 hereunder shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason hereunder 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 cost of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgment of 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 Ira T. Kaufman - 111 W. Washington St. Suite 1435, Chicago, Illinois, 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.

Properly Recorded

UNOFFICIAL COPY

3 6 3 3 5 4 7 9

RIDER ATTACHED TO AND MADE A PART OF
INSTALLMENT FOR WARRANTY DEED BETWEEN
ANTHONY DIAZ, AND LEI AUYEUNG AND
YOKLIN AUYEUNG, HIS WIFE, PURCHASERS
FOR PROPERTY LOCATED AT 3159 S.
NORMAL, CHICAGO, ILLINOIS.

21. Said sum of Thirty one Thoudsand (\$31,000.00) Dollars together with interest thereon at a rate of 11% per annum to be payable in equal monthly installments of \$673.78 each, the first payment to commence on _____, and a like sum shall be due on the first day of each month thereafter for sixty (60) consecutive months and a final payment of principal in the amount of _____ plus interest shall be due on _____.
The parties understand and agree that the monthly payment of \$673.78 has been computed on a 5 year amortization payment with balance due at the end of five (5) years. Purchasers shall have the right of prepayment, in whole or in part, without penalty, at any time.
22. The parties agree that at any time hereafter, the Purchasers shall have the right to obtain a first mortgage from a lending institution for the amount of the principal and interest then due on this installment obligation, solely for the purpose of making payment in full to the Sellers of the balance remaining due to Sellers pursuant to the terms of this installment agreement.
23. Purchasers shall pay to Sellers with there monthly payments two escrows for insurance and real estate taxes. This amounts to _____ per month for tax escrow and _____ per month for insurance escrow.
24. From the date of possession of the premises the Purchasers agree to pay all costs, expenses and charges relating to the upkeep, maintenance, care, repair, protection and security of the premises and any and all other costs of keeping the premises in a good and safe condition.
25. In the event that any one or more installments payments is not recieved on or before the tenth (10) day of the month, then there shall be due as a late charge, in addition to that regular instalment payment of an additional amount of ~~Sixty (\$60.00)~~ Dollars on the installment now due.
thirty-Five (\$35.00) L.A.Y.

~~27. This contract shall not be recorded.~~

SELLER:

Anthony Diaz
ANTHONY DIAZ

Lei Auyeung
LEI AUYEUNG

Yoklin Auyeung
YOKLIN AUYEUNG

86365479

UNOFFICIAL COPY

YORKIM ANYOUNG
4068 S. ARCHER AVE
CHICAGO, IL 60632



Property of Cook County Clerk's Office

0340150