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VA FORM 26-1830
OCT 1982

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NOT PART OF THIS INSTRUMENT: For use in Arizona,
Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota,
Montana, Nebraska, New Mexico, Oregon, South Carolina,
South Dakota, Utah, Washington, Wisconsin, and Wyoming.

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

1. THIS AGREEMENT, made this **8th** day of **July**, **1984**, by and between the Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, in the City of Washington, District of Columbia 20420, hereinafter called "Seller," and his/her successors in such office, as such, and **GEORGE BROWN AND MARTHA H. BROWN, his wife**, whose mailing address is **206 Oriole Road
Nutterson, Illinois 60443**

2. WITNESSETH: For and in consideration of the sum of one dollar, each to the other in hand paid, and of the mutual covenants and agreements herein, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the property and improvements thereto, situated in **Nutterson**, county of **Cook** and State of **Illinois**, herein referred to as "the property," and more fully described as follows, to wit:

Lot 532 in Woodgate Green Unit Number 4, being a Subdivision of part of the East 1/2 of the N.W. 1/4 of Section 17 and part of the West 1/8 of the S.E. 1/4 of Section 17, all in Township 35 North, Range 10 E. of the Third Principal Meridian in Cook County, Ill., commonly known as 206 Oriole Rd., Nutterson, Illinois.



PROPERTY TAX NUMBER: 31 17 207 037

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3. This Agreement is made subject to:

- (1) Existing leases and to rights, if any, of persons in possession, if any.
- (2) The general taxes and special assessments which the Buyer hereinafter covenants to pay.
- (3) Building line and building and liquor restrictions of record.
- (4) Zoning and building laws or ordinances.
- (5) Party wall rights or agreements.
- (6) Roads and highways.
- (7) Covenants, conditions, exceptions, reservations, restrictions, or easements of record.
- (8) Rights of all parties claiming by, through, or under the Buyer.

- (9) Any state of facts which an accurate survey would show.
- (10) All unpaid water and sewage-disposal charges for services rendered after the date of delivery of this Agreement.
- (11) All contracts or agreements, recorded or unrecorded, for furnishing gas, electricity, water, or sewage-disposal service.
- (12) The constitution, bylaws, rules, regulations, restrictions, charges, or assessments of any civic improvement or other association, corporation, or district which affect the property.

The Buyer shall indemnify and save harmless the Seller from all loss and liability that arise by reason of any and all obligations and liabilities existing or arising out of any of the foregoing matters.

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BUYER

(SEAL)

MARY E. MORAN

(SEAL)

SOY BROWN

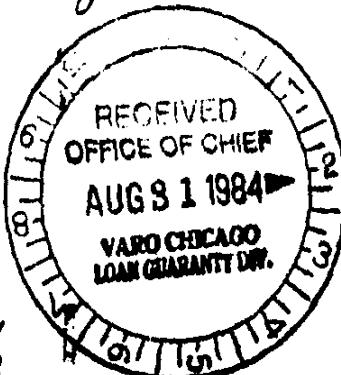
(SEAL)

John Brown

SELLER

Regulations, 38 C.F.R. 36.4342 or 36.4520.)
(Pursuant to a delegation of authority contained in VA

BOX 333 - TH



MAIL TO:
806 Grable Road
Matheron
Troy Brown
Office and Insurance Center
Veterans Administration Regional Office of Regulation

Telephone 353-4061
(Local) 406-4061
(Long Distance) 353-4061

Title
VETERANS INSURANCE DEPARTMENT

(WITNESS)

(WIT

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addition to, the buildings or improvements now or hereafter situated in or upon the property. Buyer further covenants and agrees to comply with all laws and ordinances which may in any manner affect the property.

9. No part of the property shall be used in the manufacture, sale, or distribution of intoxicating liquors without the written approval of Seller.

10. In the event Buyer fails, neglects, or refuses to perform, in whole or in part, any of the covenants, agreements, or obligations herein provided upon the part of Buyer to be performed, Seller is hereby authorized and empowered without notice and at the cost of Buyer, to perform or cause to be performed, any or all of said covenants, agreements and obligations, and to expend such sums of money as may be reasonable therefor, or for any other purpose which in the opinion of Seller is reasonably necessary for the protection of Seller. All such sums of money so expended by Seller, together with interest thereon, at the rate aforesaid, from the several dates of expenditure thereof until paid, shall become so much additional indebtedness under this Agreement and shall be repaid by Buyer to Seller, in lawful money of the United States of America, immediately and without demand, at the same place or places as other sums are payable hereunder, unless Seller shall agree that such sums be otherwise repaid, in which event such repayment shall be made by Buyer to Seller at such times and in such manner as Seller shall require. Any failure, neglect, or refusal by Buyer to repay such sums as herein provided shall constitute default hereunder. Any payment made under the terms of this Agreement may, at the election of Seller, be applied first to the repayment of any sums Seller shall have expended in accordance with the terms hereof.

11. Buyer hereby assigns, transfers, and sets over to Seller, up to the amount of the total indebtedness of Buyer to Seller hereunder, all of Buyer's right, title, and interest in or to all awards and claims in connection with condemnation of any of the property for public use, or for injury to any portion thereof, and the proceeds of all such awards or claims, after payment therefrom of all reasonable expenses incurred, including fees for attorneys representing Seller in any such proceeding, shall be paid to Seller. Seller is hereby authorized in the name of Buyer to execute and deliver valid assignments thereof and to appeal from or otherwise appropriately litigate any or all of such awards or claims. Seller shall be under no obligation hereunder to sell or convey all or any part of the property, or right or interest therein which is condemned.

12. All monies received by Seller under any policy or policies of insurance or any condemnation award or other award or claim after payment therefrom of all reasonable expenses incurred in connection therewith, including fees for attorneys representing Seller, may at the option of Seller, without notice, be used for the purpose of repairing, restoring, or improving the damaged structure upon the property, or may be credited on the indebtedness as Seller may elect.

13. Seller reserves for himself/herself and/or employees or agents the right to enter upon the property at any reasonable time during the term of this Agreement for the purpose of inspecting and examining the property or for the purpose of performing any act proper to be performed for the purpose of protecting Seller's right, title, and interest in and to the property or to save it from waste, or for the purpose of exercising any right conferred upon Seller hereunder.

14. Delivery to and acceptance of this Agreement by Buyer shall constitute delivery to and acceptance by Buyer of possession of the property described herein and shall constitute an acknowledgment by the Buyer that Buyer has inspected and examined the property, is satisfied with its condition and Buyer acknowledges that he/she is buying the property "as is." The Buyer assumes responsibility for injury or death on or arising out of the property and also assumes the risk of loss or damage to the buildings now situated, or hereafter constructed, in or upon said property by fire, casualty, or other happening.

15. Time is of the essence of this Agreement and if default be made and continue for a period of thirty (30) days in the payment of any of the installments of principal, interest, or any other items hereinfore stipulated, when the same become severally due hereunder, or in the payment of any other sum herein agreed to be paid by Buyer, or if default be made in the performance by Buyer of any other agreement, covenant, or obligation of Buyer hereunder, then in either, or any of said events, the whole unpaid balance due under the terms of this Agreement shall, at the option of Seller, immediately become due and payable and Seller may, at his/her option, (a) terminate by simple declaration of an election so to do, with or without notice, all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property; or (b) terminate all of Buyer's rights under this Agreement and all of Buyer's right, title, and interest in the property in any appropriate proceeding, legal or equitable; or (c) enforce Buyer's obligations hereunder in any appropriate proceeding, legal or equitable. Buyer agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by Seller in terminating Buyer's rights under this Agreement or claims to the property or in enjoining any or all of the terms of this Agreement, and in appropriate judicial proceedings, if any are initiated to establish or maintain Seller's right or title to, and possession of said property after breach by Buyer, free of any title or claims of Buyer.

16. The provisions of paragraph 15 of this Agreement shall also apply, at the option of Seller, to (a) any violation or breach of any of the covenants, conditions, or restrictions indicated in this Agreement or which may be of record, and (b) to any violation of any laws or ordinances in any manner affecting said property.

17. (a) Upon Seller exercising the right of termination as provided in paragraph 15, all rights and interest hereby created and then existing in Buyer and in all claiming under Buyer, shall wholly cease and determine. Buyer shall thereupon quit and surrender to Seller, without demand, peaceful possession of said property in as good condition as it is now, reasonable wear and tear ~~decreed~~ excepted. In the event Buyer neglects or refuses to surrender such possession it shall be lawful for Seller to enter upon and take possession of said property without notice and remove all persons and their property. (b) Seller may, at his/her option, cause a written declaration to be recorded in the office of the Recorder of Deeds (or of the Registrar of Titles if the property is registered under the Torrens Law) of the county in which the property is situated, to evidence the exercise of an election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent purchasers or encumbrancers of the property or any part thereof, conclusive proof of default by Buyer and of Seller's election to terminate all rights in the property existing by reason of this Agreement. (c) All moneys paid by Buyer and all improvements constructed in or upon the property shall be retained by Seller as compensation for the use and occupancy thereof by Buyer; consideration for the execution of this Agreement; and liquidated damages to Seller for such default and not as a penalty therefor.

18. Upon receipt of:

(a) Full payment of the balance payable under the terms of this Agreement or

(b) at such earlier time as the Seller in his/her sole discretion may determine, the Seller shall execute and deliver a Special Warranty Deed conveying to Buyer the aforementioned title to said property, said deed to be identical in its language and effect with VA Form ~~26-64100*~~, now currently used in the Veterans Administration, but subject to the exceptions indicated in paragraph 3, and subject to all applicable National and State statutes and regulations then affecting the transfer of real estate or of any rights therein.

19. If any part of said principal sum or the interest thereon shall not have been paid at the time of the execution and delivery of the deed to said property as provided in paragraph 18 hereof, Buyer shall simultaneously execute and deliver to Seller a promissory note in the sum of such unpaid amount, payable in installments in the same amount as provided in paragraph 4 hereof, and a purchase money mortgage securing same, which shall be a first lien upon said property, said note and mortgage to bear the same date as said deed, the

*NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS

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from and out of money received by the Seller pursuant to the provisions of this paragraph and from any other money received by the Seller from the Buyer or for Buyer's account, the Seller may at any time pay the whole or any part of said items indebted in paragraphs 5 and 6 of this Agreement, or any of them, together with any penalties, interest and charges thereon, or may retain for not longer than three (3) years any of such money for payment of any of said items, or the Seller may at Seller's sole option apply at any time any or all of such money to the payment of any indebtedness owing from the Buyer in consequence of this Agreement. The Seller shall not be required to make any disbursements from said money to any agent or Surety company whom Buyer may directly or by order of law require. All payments of said items made by the Seller hereunder may be in such amounts as are shown by Seller's records, or by bills detailed by the Seller, or on the basis of any other information received by the Seller, to be due, payable, past due, or delinquent on account thereof, or for payment of which Seller has given any of the independent means of Buyer to the Seller, whether received or unaccrued, and none of said funds may be withdrawn by Buyer so long as any of such independent means remain in Seller's possession.

(b) The premium and costs of any life and other insurance which the Buyer is obliged to maintain under the provisions of paragraph 5
 and which the Seller may in his/her sole discretion and from time to time designate; and

(c) Such other similar levies or charges as the Seller in his/her sole discretion and from time to time may deem it necessary or proper to pay.

levels, changes, and encumbrances mentioned in paragraph 6 which the Seller may in his/her sole discretion and from time to lame

6. Without limiting or impairing any of the covenants contained in paragraph 5 and in order to provide means for the due performance of certain of said covenants by the Buyer and further assurance to the Seller, the Buyer covenants and agrees to remit to the Seller, at the several times when the Buyer is obliged to make payment hereunder or at such other times as the Seller may require, additional funds in an amount equal to at least one-twelfth ($1/12$) of the annual amount which the Seller shall from time to time make necessary to pay the following items, or such of them as the Seller may, in his/her sole discretion and from time to be therewith, and of which the Seller notifies Buyer:

b. Except as otherwise provided herein, Buyer covenants and agrees: (a) to pay, before delivery of interest or penalty, all taxes for the year 19^{xx} and subsequent years, all installments of special improvement taxes and assessments due and payable in the year, and all assessments now levied or which are not yet completed upon real property, together with all ground rents, water delivery costs and rates, assessments on water or any part thereof, or the full and proper use and enjoyment of water rights, leases, encumbrances, and other costs or charges appurtenant to or affecting said property or any part thereof, or the full and proper use and enjoyment of water rights, leases, encumbrances, and other costs or charges appurtenant to independent houses thereby evidenced and secured, irrespective of whether the same constitute a lien or encumbrance upon said property, and when requested by the Seller, to deliver receipts or certificates, in form satisfactory to Seller, evidencing such payments; and (b) to make, claim hazard insurance of such types and amounts as the Seller may from time to time notify Buyer to obtain on the improvements now or hereafter on said premises, and to pay promptly, when due any premium therefor. All insurance shall be carried in companies approved by Seller, and the policies and renewals shall be held by Seller and shall continue until cancellation, by endearment, or otherwise, exceptable to Seller, regulating all losses and premiums premia to be paid to Seller. In the event of loss Buyer will give immediate notice by mail to Seller, and Seller shall be entitled to make payment for such loss directly to Seller instead of to Buyer and Seller jointly. Each company concerned is hereby authorized and directed to make payment for such loss directly to Seller instead of to Buyer and Seller jointly. Buyer shall promptly notify Seller of loss, if required, all other insurance now or hereafter issued which covers any of said property.

and every month thereafter until said principal and interest shall have been fully paid. Unless sooner paid, the unpaid balance of principal plus the accrued and unpaid interest shall be due and payable on the last day of each month thereafter until said principal and interest shall have been fully paid. Unless sooner paid, the unpaid balance of principal . Except as otherwise provided, each payment made hereunder shall be credited first on the interest then due as herein provided and the remainder shall be credited upon unpaid principal. Additional payments of principal in any amount not less than the amount of the monthly installments shall be credited or one hundred dollars, whichever is less, may be made at any time. Prepayment in full shall be credited on the date received. Partial prepayment other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier. At Seller's option the buyer will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after due date thereof to cover the extra expenses involved in handling delinquent payments.

of **SIXTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100** dollars (\$ 3,300.00) in cash paid prior to or upon the execution and delivery of this Agreement; and the balance of **SIXTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100** dollars (\$ 3,300.00) in cash paid prior to or upon the execution and delivery of this Agreement; and the balance of **SIXTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100** dollars (\$ 3,300.00) hereinafter referred to as "Principal sum" or as "Principal," with interest on unpaid principal at the rate of **13** ~~9%~~ % per annum, from the day of **July** 19 ~~06~~, which shall be payable in equal monthly installments as follows:

Regional Office of the Veterans Administration, an Agency of the United States, in the city of **Chicago**, Illinois.

4. Buyer shall pay to Seller for the property the sum of **\$150,000** dollars (\$150,000.00) money of the United States and