

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

71-21-795  
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NO. 7157422647  
April, 1987

AGREEMENT, made this 10th day of JUNE, 19 87, between THOMAS C. MCLEAN, DIVORCED AND REMARRIED, AND MOREEN MCLEAN, DIVORCED AND NOT REMARRIED, TO SHARRON MS LEAN, Seller, and

RUSSELL E. RUTH, 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 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 6 AND THE EAST 0.62 FEET OF THE LOT 5 IN BLOCK 1 IN NILES HOWARD TERMINAL ADDITIONAL, BEING A SUBDIVISION OF THE SOUTH 6.25 CHAINS (412 1/2 FEET) OF THAT PART OF THE NORTH EAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 629-631 HOWARD STREET, EVANSTON, COOK COUNTY, ILLINOIS.

PERMANENT TAX NO 11-30-209-024-0000 AFO pm

\$17.00

THIS IS AN INVESTMENT PROPERTY NOT SUBJECT TO HOMESTEAD EXEMPTION LAWS.

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and Seller further agrees to furnish to Purchaser on or before days prior to closing xxxxxxxx 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 CHGO TITLE COMMITMENT PER RIDER, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, 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 half of monthly interest payment to Moreen McLean at 8026 North Knox, Skokie, Illinois 60076, and half of monthly interest payment Thomas C. McLean at 4100 Suffield Court, Skokie, Illinois 60076

the price of EIGHTY FIVE THOUSAND (\$85,000.00) Dollars in the manner following, to-wit: the sum of \$ 8,500 as initial earnest money, due upon the signing hereof; the further sum of \$ due and the remaining principal balance of \$ 6,633.71 due May 1, 1990, if not sooner paid (plus or minus prorations as provided herein)

with interest at the rate of ten per cent per annum payable monthly, per rider on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on date initial closing is concluded, to be April 30, 1987 or 10 days after clear title report provided by Sellers, 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 1987 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. Prorations shall be credited per rider hereto.

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, through escrow with Seller per rider.

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 ten 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, which shall not be unreasonably withheld.

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, except as to Purchaser's right to excess insurance proceeds under paragraph 32 of the Rider.

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. Premiums for such insurance shall be paid for through escrow with Seller per rider.

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

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## RIDER

Attached to and made part of installment agreement for warranty deed dated the 10th day of JUNE, 1987.

By and Between:

THOMAS C. McLEAN AND MORREN McLEAN, (seller)

and

RUSSELL E. RUTH (purchaser)

22. The title evidence provided by seller shall be a commitment from Chicago Title Insurance Company for an owners policy with contract Purchaser's endorsement in favor of purchaser. In addition, a document escrow shall be established with Chicago Title Insurance or the duration of the Articles period, to contain at a minimum a recorded copy of the Articles of Agreement, an executed Warranty Deed from Sellers to Purchaser, Bill of Sale and title commitment, and a quit claim reconveyance deed from Purchaser to Sellers. Purchaser shall pay the costs of the document escrow.

23. Approval by buyers attorney of the Articles of Agreement shall not be limited to form only, and sellers attorney will consult with buyers attorney at all stages of drafting. Approval will not be unreasonably withheld.

24. Purchaser has the right upon three days written notice to seller, to pay the real estate taxes due and owing if more than thirty days beyond the due date have elapsed and same are unpaid and to take an immediate credit for all amounts and penalties paid against immediately following due installments of interest/taxes payable to Seller. As to estimated 1986 second half taxes, Buyer will, however, pay into Escrow at initial closing said amount (based on 1985 taxes) and will be credited against the purchase price so as to reduce the principal note.

25. Attached hereto for review by Purchaser are copies of all leases currently in effect to April 30, 1987.

26. The closing date shall be extended to such date as the parties reasonably agree, up to May 31, 1987, or ten days after a clean title report is received by purchaser, which ever is later.

27. Sellers shall be responsible for payment of the Evanston

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transfer tax regardless of any change to the code prior to the second closing (Deed conveyance closing).

28. Taxes for 1986 and 1987 will be prorated when the full 1986 bill is received, and also when the full 1987 bill is received, and buyer shall be credited with any increase, or owe should there be a decrease. This adjustment will be made the month following receipt of the full year bill for each year. If seller has failed to prorate and credit buyer prior to second closing, this shall be done at second closing.

29. In addition to the real estate, Sellers agree to convey the following personal property and fixtures, if any, located on the real estate as of the date hereof, for which a Bill of Sale without warranties shall be deposited in Escrow:

screens, storm windows and doors, shades, window blinds, drapery rods, curtain rods, radiator covers, attached TV antennas, heating, central cooling, ventilating, lighting and plumbing fixtures, attached mirrors, shelving, interior shutters, cabinets and bookcases, awnings, porch shades, planted vegetation, garage door openers and transmitters, attached fireplace screens, smoke detectors, as well as the following specific items; the equipment of the kitchens both built-in and free standing.

30. Purchaser has inspected the premises in person, and has retained a qualified agent who has inspected structural, electrical, plumbing and mechanical systems. Purchaser acknowledges that he has relied upon his inspections and not any representation of Sellers or their agents to ascertain the condition of the premises.

31. As additional security for the payment of the sums due hereunder from Purchaser, Purchaser agrees to Execute and Deliver to Sellers an Acknowledged Assignment of Rents, George Cole Form No. 894, which Seller may serve upon tenants of the premises in the event Purchaser fails to cure any default hereunder within 20 days of written Notice from Sellers.

32. In addition to the agreed installments, Purchaser shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum equal to one-twelfth of the yearly real estate taxes and one-twelfth of municipal special assessments which may become lien on the premises, and the estimated annual premiums for the insurance coverages required to be maintained by Purchaser, all as reasonably estimated to provide sufficient sums for the full payment of such

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charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement. Upon receipt of tax bill and insurance premium notice from Purchaser, Seller shall withdraw sufficient funds from said escrow deposit and tender to Purchaser for the payment of real estate taxes and of all premiums to maintain that insurance set forth in printed paragraph 9. Any insurance proceeds received in excess of the principal balance, and Seller's unpaid taxes or liens shall be paid to Purchaser. Each party shall provide copies to the other party of all renewal payment confirmations, all policies in force, and all paid real estate tax bills.

33. Prior to initial closing, Seller shall furnish a current survey by a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may, at its option, declare this contract to be null and void.

34. Earnest money shall be held by George J. Cyrus & Company Realtors for the benefit of the parties hereto. Seller and Purchaser agree that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of initial closing or upon termination of this contract. (Purchaser's Social Security Number is: 567-76-1076). Seller will pay a broker's commission as provided in the Exclusive Right to Sell or other written listing agreement.

35. Purchaser may prepay this contract at any time without prepayment or other penalty of any kind.

36. Purchaser agrees that upon any repossession, the premises will be as delivered by Seller to Purchaser in the same condition as the date of delivery of possession less normal wear and tear and Purchaser will reimburse Seller for any necessary expenditures in restoring the premises to such condition. It is agreed by the parties that improvements and remodeling done by Purchaser will not be restored or returned to the prior design in place at initial closing.

37. All pro-rata adjustments credited to Purchaser at initial

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closing shall be allowed and deducted against the principal balance due Seller for purposes of reducing principal note.

38. (a) If Purchaser (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Purchaser; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity; (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

(b) As additional security in the event of default, Purchaser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

(d) Seller may impose and Purchaser agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined if within 20 days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the Purchase price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this Agreement.

39. (a) Purchaser or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provision of this Agreement, including forfeiture or specific performance in defending any proceeding to which Purchaser or Seller is made a party to any legal proceedings as a result of

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the acts or omissions of the other party.

(b) (1) All rights and remedies given to Purchaser or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Purchaser or Seller, or after termination of Purchaser's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgement for possession of the premises shall not reinstate, continue or extend this Agreement not affect any such notice, demand or suit or any right hereunder not herein expressly waived.

40. As and from date of execution of these Articles, and continuously until final closing, Seller shall not borrow against, not allow or suffer to be incurred, attached or recorded any mortgage or mechanics lien against the property. Attachment of such mortgage or lien shall constitute default by Seller.

41. Seller shall credit Purchaser with all existing security deposits and interest due to any tenant on the premises prior to date of initial closing. Purchaser shall assume all obligation for security deposits owed to tenants based on said credit.

42. Seller shall at initial closing inform all existing tenants that Purchaser is to receive all payments henceforth and shall assume all duties, rights, and obligations as landlord until further notice.

IN WITNESS WHEREOF the parties have executed this rider on the date first set forth above.

Donald E. Ruth  
Purchaser

Harold P. McFarland  
Seller

Wm. J. McFarland  
Seller

RETURN TO ETHEL S ALEXANDER  
SUITE 1047  
1603 DARRINGTON  
EVANSTON IL 60201.

BOX 333-GG

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