

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

AGREEMENT, made this 16 day of July, 19 87, between

J. R. Fogarty

87443322

, Seller, and

Dean Grozdike

, 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 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:

LOTS 4 AND 5 IN TURCK'S SUBDIVISION OF THAT PART OF BLOCK 40, LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO-MILWAUKEE AND ST. PAUL RAILROAD, IN PENNOCK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 4009-4015 Fullerton, Chicago, IL P.I.N.: 13-34-208-002; 13-34-208-001

and Seller further agrees to furnish to Purchaser on or before the Closing Date, 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; (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

Mr. J. R. Fogarty, 7th & Charles Streets, Gloucester City, New Jersey 08030

the price of Forty-Four Thousand and No/100 (\$44,000.00) Dollars in the manner following, to-wit:

(See Rider attached hereto and made a part hereof, Paragraph R-2)

with interest at the rate of 11 3/8 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on the closing Date which in no event shall be later than July 31, 1987, 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. & the 2nd installment of 1986 taxes are to be credited to Purchaser~~
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; and any tenancies existing at time of closing.

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 16 3/8 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 in Seller's name and Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller, in a sum 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 to Seller~~

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

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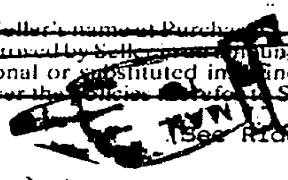
(See Rider Paragraph R-5)

REPAIRED BY RETURN TO: HEWRYCH & KRANER, PC.
2050 N. RANDOLPH ST.
CHICAGO, ILL. 60614

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RIDER

RIDER TO THAT CERTAIN INSTALLMENT AGREEMENT FOR DEED DATED JULY 16, 1987 FOR THE REAL ESTATE COMMONLY KNOWN AS 4009, 4011, 4013, 4015 FULLERTON, CHICAGO, ILLINOIS BY AND BETWEEN J. R. FOGARTY AS SELLER AND DEAN GROZDIK, AS PURCHASER.

R-1. It is understood that in consideration for this Installment Agreement for Deed, Seller shall upon closing receive:

(a) The earnest money (\$2,000.00) already deposited with Deborah J. Kramer, as attorney, on behalf of the parties pursuant to that certain Real Estate Sales Contract dated January 5, 1987 as amended by letters dated January 23 and March 30 addressed to Michael Konieczka, Esquire (collectively the "Contract") by and between Dean Grozdik and Seller, in connection herewith, shall be made payable to Seller;

(b) The balance of the purchase price under the Contract, plus or minus prorations, which balance in no event shall be greater than \$9,000.00, shall be made payable in cash or by certified or cashier's check at closing to Seller.

R-2. (a) \$44,000.00 shall be payable in accordance with Subparagraph (b) of this Paragraph R-2 with interest at the rate of eleven and one-half percent (11 1/2%) per annum (the "Interest Rate") in equal monthly installments of Six Hundred Eighteen and 62/100 (\$618.62) Dollars each, on the 1st day of each month commencing with September 1, 1987 and continuing on the first day of each month thereafter until August 1, 1988 with the balance of accrued interest and all principal, if any, remaining unpaid due and payable on August 1, 1988.

(b) The equal, monthly and final payments required in Paragraph R-2(a) shall be made payable to Seller to the order of Mr. J. R. Fogarty at the address provided earlier.

(c) Upon payment to Seller in the amounts as indicated hereinabove in this Paragraph R-2 Seller shall issue its Warranty Deed to or at the direction of Purchaser and shall deliver such Warranty Deed promptly to Purchaser.

R-3 In lieu of monthly deposits for the payment of real estate taxes Seller shall deliver to Purchaser immediately upon its receipt the real estate tax bill for the Premises and Purchaser shall pay such taxes and give Seller evidence of such payment seven (7) days prior to the due date thereof.

R-4 In the event of any conflict between the terms, conditions and provisions of this Rider and the Agreement to which it is attached, the terms, conditions and provisions of this Rider shall prevail.

R-5 Purchaser agrees to keep the Premises insured under an insurance policy with fire and extended coverage, vandalism and malicious mischief coverage, in a company acceptable to Seller, it being understood that such acceptance will not be unreasonably withheld, for an amount not less than the unpaid balance of the purchase price under the Agreement and Purchaser also agrees to keep insured under a public liability policy for not

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less than \$300,000.00 coverage for one person and \$400,000.00 for any one accident insuring the Seller as owner and Purchaser as contract Purchaser. The public liability policy shall be a general liability policy or a landlord's and tenant's public liability policy as may be applicable. All such policies are to be deposited with Seller.

In lieu of monthly deposits for the payment of insurance, Purchaser agrees to obtain the insurance described above and shall submit evidence of the paid premium to Seller and the evidence of any renewal thereof shall be delivered to Seller thirty (30) days prior to the due date thereof.

- R-6 As additional security for all payments due under the Agreement, the Purchaser agrees to assign all of the rents, issues and profits which may hereafter become due under or by virtue of any leasing, by the Purchaser, whether written or oral, for the use and occupancy of any part of the Premises. Under the power herein granted, it is the intention of the Purchaser to thereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder to Seller. The rights granted hereunder are to be available only if and when Purchaser defaults in any of the terms and conditions contained in the Agreement.
- R-7 Should the use or occupancy of any part of the Premises create or give rise to any liability under the statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty (30) days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Seller a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Seller and in a company or companies acceptable to Seller insuring the Seller against any such liability.
- R-8 Should any insurance required under Paragraph R-7 not be provided as aforesaid and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Seller may, at its option, either (a) place such insurance, if obtainable, and charge the cost of same to the Purchaser as provided in Paragraph 10 of the Agreement or (b) require the Purchaser, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Purchaser, the Seller may, forthwith, invoke the provisions of the Agreement relating to forfeiture hereof.
- R-9 The indebtedness due under the Agreement shall be prepayable in whole or in part at any time upon seven (7) days prior notice.
- R-10 Upon final payment in full of the indebtedness under the Agreement, Seller shall deliver a Warranty Deed to Purchaser, subject to only those exceptions set forth on Purchaser's title policy as received at the closing for possession plus such additional exceptions as Purchaser may accept and Seller shall be responsible for payment of the Illinois and Cook County real estate transfer tax stamps. Purchaser shall be responsible for the payment of city of Chicago real estate transfer tax stamps. Both parties agree to enter into appropriate transfer tax declarations.
- R-11 This Installment Agreement for Deed may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Rider to Assignment is executed by Seller and Purchaser as of the date first set forth herein.

SELLER:

J.R. Fogarty
J.R. Fogarty

PURCHASER:

Dean Grozdik
Dean Grozdik

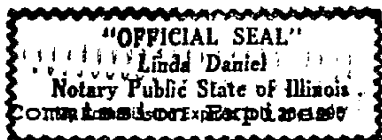
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COOK COUNTY RECORDER

STATE OF IL)
COUNTY OF COOK) SS

I, LINDA DANIEL, a Notary Public in and for and residing in said County, in the State aforementioned, DO HEREBY CERTIFY, that J.R. Fogarty, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

87443322

GIVEN under my hand and Notarial Seal this 25 day of June A.D. 1987.



Linda Daniel
Notary Public

STATE OF Illinois)
COUNTY OF DuPage) SS

-87-443322

I, Michael T. Kowicz, a Notary Public in and for and residing in said County, in the State aforementioned, DO HEREBY CERTIFY, that Dean Grozdik who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

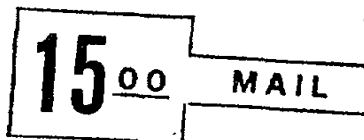
87443322

GIVEN under my hand and Notarial Seal this 16th day of July A.D. 1987.

Michael T. Kowicz
Notary Public

My Commission Expires:

7-30-89



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