

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

UNOFFICIAL COPY

87461672, 1987, between

AGREEMENT, made this 31st day of July

WALTER HNATYSZYN and MARIA HAWRYLIW, Seller, and

STEVE G. RADVANOVIC and DEBRA A. RADVANOVIC, his wife, 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 21 IN E. S. RICE'S SUBDIVISION OF LOTS 5 TO 10 INCLUSIVE IN JOHN EVANS SUBDIVISION OF LOTS 1 TO 20 INCLUSIVE IN TOWN OF BRIGHTON, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 3534 South Western Avenue
Chicago, Illinois

Permanent Tax Number: 16-36-407-018 HCO M.

and Seller further agrees to furnish to Purchaser on or before 19, at Seller's expense, the following evidence of title to the premises: (a) Owner's title insurance policy in the amount of the price issued by Illinois, (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 _____

the price of (\$8,000.00) EIGHT THOUSAND AND NO/100 DOLLARS

Dollars in the manner following, to-wit: THREE THOUSAND acknowledged received and the balance of FIVE THOUSAND & NO/100 (\$5,000.00) DOLLARS as follows:

\$5,000.00 amortized over 4 years at 10%, or \$126.82 per month, for 48 months.

with interest at the rate of 10 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 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.

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 1987 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
------	----------	-----------	-------------

Chs., #60624

AL 718M

STEPHEN BRUTTER

Sealed and Delivered in the presence of

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

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 affecting the remainder of such provision or

20. Seller warrants to Purchaser that no notice of termination and/or revocation or otherwise of this contract has been received by the Seller, his
agent(s) or his agent(s) within 10 days of the date of execution of this contract.

19. The time of payment shall be of the essence of this contract, and the covenants herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser at [REDACTED] of [REDACTED] of [REDACTED] shall be sufficient service [REDACTED] notice or demand mailed as provided herein [REDACTED], or to the last known address [REDACTED] of [REDACTED] party, shall be sufficient service [REDACTED] notice or demand made on the date of mailing.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at [REDACTED] or to [REDACTED]

17. If there be more than one person interviewed together, although expressed in the singular, shall be read and construed as plural.

which paragraph refers to such contract or action, there one person above designated as "Purchaser," the Power and authority which paragraph refers to such contract or action, there one person above designated as "Purchaser," the Power and authority

The exercise of the right of forfeiture, or any other right herein given, shall not affect the title of the purchaser, if he has paid the purchase-money in good faith, and without notice of any defect in the title of the vendor.

15. The remedy of re-structure herein given to Seiler shall not be exclusive of any other remedy, but Seiler shall, in case of default or breach, and shall have the right to maintain and prosecute any and every remedy, notwithstanding otherwise, with default, and to require the payment of all costs and expenses of suit, and attorney's fees.

Seller agrees to pay all costs, expenses and attorney's fees incurred in any action or proceeding to enforce this agreement or any provision hereof.

proceeding to withdraw from the sale of such property, and all such costs and expenses, incurred by Seller in connection therewith, shall be borne by Seller, except to the extent that Seller may be entitled to recover any or all of the foregoing out of the proceeds of the conveyance of such property.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding or in any manner arising to bind the Purchaser to any part hereof.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether by Seller or in any of the previous respects, shall be the sole and absolute property of the Recorder's Office of said County.

by Seller/sustained, and in such event Seller shall have the right to re-enter and take possession of any default, breach or violation by Seller.

11. In case of the failure of Purchaser to make any of the payments, or any other breach of this Agreement, Seller, be entitled in full satisfaction and as liquidated damages

immediately due and payable to Seller, with interest at 10% per cent per annum until paid. In the event of non-payment when due, Seller may elect to pay any amount so paid shall become an addition to the purchase price reduced, Settlements, lessors to pay taxes, assessments, taxes, insurance premiums or any other item which may arise in connection with the property.