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. Examinate shall shall shall shall shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Examinate shall shal

^{*}Sirike out all but one of the clauses (a), (b) and (c).

10. If Purchaser fails to pay take assessments, it surance premiums of an other it in which Purchaser is obligated to pay hereunder, Seller may elect to be such items and any injern so paid shall become an addition to the purchase price immediately due and payable to Seiler, with his obligated at a construction of part per unnum 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 increunder, 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 limitity 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 herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein 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 or 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 costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgmente, forchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such state; action 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 carson designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronound associated therewith, although expressed in the singular, shall be read and construed as or certified plural. 18. All notices and demands hereun for shall be in writing. The mailing of a notice or demand by registered/mail to Seller at C/O CHARLES B. BERNSTEIN, 120 V. Madison St., Suite 1112, Chicago, IL 60602 or to IL 60624 Purchaser at C/O JEANNETTE DAVIS. 711 N. Kostner. Chicago. or to the last known address of either party, shall be sufficient service the service or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. Not consider the service of personal ty at said accresses in the law of 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, deministrators and assigns of the respective parties. 20. Seite and be obligately upon the news, executions and assigned assigned to espect to particular and assigned assigne the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have herewing set their hands and seals in duplicate, the day and year first above written. (SEAL) Sealed and Delivered in the presence of (SEAL) (SEAL) (SEAL) COOK COUNTY, ILLINOIS FILED FOR RECOPD 1987 SEP 10 PM 2: 58 87496559 Received on within Agreement the following sums GEORGE E. COLE PRINCIPAL まだいし HTEREST

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RIDER

RIDER attached to, executed simultaneously with, and made a part of Articles of Agreement for Warranty Deed dated the 19t day of October, 1986, by and between REV. ANNIE P. BOLES, hereinafter called Seller, and JEANNETTE DAVIS; and CLINTON LEWIS, JR. and WANDA H. LEWIS, his wife, hereinafter called Purchasers, for the premises commonly known as 1653 West Washington Boulevard, Chicago, Illinois.

1. continued.

- (g) private, public and utility easements and roads and highways, if any;
 - (h) acts or encumbrances suffered by Purchasers;
- (i) (l) Rights or claims of parties in possession of shown by the public records;
- (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises;
- (3) Easements, or claims of easements, not shown by the public records;
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (5) Taxes or special assessments which are not shown as existing liens by the public records.
- (j) Rights of the public and of the State of Illinois adjoining owners in and to the South 8 feet of land as has been dedicated for and is now used as a public alley (affects lot other property).
- (k) Rights of the public, the City of Chicago, and adjoining lot owners in and to the part, 12 any, of the land which may fall within the 16 foot alley 191ng at the south end of the northwest 1/4 of Lot 5 aforesaid (affects land and other property).
- 9. Purchaser shall furnish to Seller, at ruc chaser's expense, a suitable Public Liability Insurance policy, or Certificates of Insurance therefor, issued by a company acceptable to Seller, naming as insured party Seller and its beneficiaries and the assigns of Seller and its beneficiaries, and Seller's mortgagee, as their interests may appear, which said policies of insurance shall be in such amount of coverage as Seller may reasonably require, but not less than \$100,000 Public Liability for each person and \$300,000 total Public Liability for each accident, and property damages of not less than \$10,000, and a separate Public Liability inusrance policy in like amounts naming the Purchaser as insured.

Upon failure of Purchaser to deliver such policy of insurance or certificates as hereinabove set forth in this paragraph 9 hereof and evidence of payment therefor to

Seller not less than 10 days prior to the expiration date of any such policy, Seller shall have the right to:

(a) procure such insurance, and the cost thereof shall be deducted from the reserve created hereunder or charged to the Purchaser; or

(b) invoke the provision of this Agreement relating to forfeiture hereof; or

(c) take such other action as shall be available to Seller.

21. (a) 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 RPV. ANNIE P. BOLES, 1419 South Kedvale, Chicago, Illinois 6052?, the sum of Ten thousand (\$10,000.00) dollars in the following manner, to wit:

(1) One thousand (\$1,000.00) dollars, which was heretofore deposited with Fan Realty as earnest money; plus or minus provations, by cashier's or certified check, at the time of signing these Articles of Agreement;

(2) The balance of Nine thousand (\$9,000.00) dollars payable as follows:

(a) Two hundred seven and 09/100 (\$207.09) dollars or more, including principal and interest of thirteen and one-half (13-1/2%) percent per annum on the entire principal balance remaining from time to time unpaid, the first day of the month following the date on which possession of the premises is delivered to Purchaser and two hundred seven and 09/100 (\$207.09) dollars or more on the first day of each and every month thereafter, with the final payment in full of the unpaid balance and additional consideration as hereinabove set forth to be made on or before February 1, 1991.

(b) In addition to the loregoing monthly payments of principal and interest herein reserved and on the same dates as are set for payment thereof, Purchaser shall make monthly deposits of an amount equal to approximately 1/12 of the annual real estate taxes levied against the premises and 1/12 of the annual cost of insurance as required herein by Seller. The monthly tax and insurance deposits, together with the initial reserve created herein which shall equal the proration credit to Purchaser for real estate taxes for 1985 and 1986 to date of closing and for prepaid insurance, shall be used and applied by Seller for payment of general taxes commencing with the year 1985 and for payment of insurance premisums as and when the same become due and payable. In the event that Purchaser shall fail to furnish insurance pursuant to the provisions of Paragraph 9 hereof, Seller shall have the privilege and option of purchasing said insurance and of deducting the cost thereof from the reserve held hereunder, or in the event of a deficit in said reserve, Seller shall add the cost of said insurance to the principal balance due hereunder. Purchaser shall cure any deficit in the tax and insurance reserve within 30 days after receipt of written notice of said deficit.

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(c) Purchaser shall have the right to prepay in whole or in part any portion of the principal balance, together with the additional consideration due, at any time. There shall be no penalty for prepayment made by Purchaser and Purchaser shall have the right of prepayment without prior notice thereof.

(d) Purchasers, JEANNETTE DAVIS, CLINTON LEWIS, JR., and WANDA H. LEWIS, and each of them, represent and warrant that the indebtedness evidenced by this Installment Agreement is for a business loan within the meaning of Illinois Revised Statutes, ch. 74, \$4(1)(c); that they are purchasing the premises described as a business association or sole proprietorship or copartnership or as a person owning and operating a business as a joint venturer, joint terant or tenant in common or sole proprietor; that they are using the proceeds of the loan secured by this Installment Agreement to purchase said premises; and that the items to be conveyed to the Purchasers pursuant to such Installment Agreement do not include any household furniture or other goods used for the personal, family or household purposes of any of the undersigned.

- 22. Seller reserves the right, at any time prior to delivery of deed heceunder, to cause to be placed upon said real estate a new first mortgage or junior mortgages, at Seller's expense, in an amount or aggregate amounts not to exceed the principal sum remaining unpaid under these Articles of Agreement at the time said mortgage or mortgages shall be made; provided, however, that the total monthly payments on the aggregate indibtedness, and the interest thereon shall not exceed the monthly payments required In the event that the unpaid principal balance due hereunder shall be reduced to an amount equal to the unpaid principal balance on mortgages secured by the above described real estate, Seller may, in its discretion, cause title to be conveyed to Purchaser by Warranty Deed subject to said encumbrances and to such other objections as are hereinabove set forth, and Purchaser shall Indemnify and hold harmless Seller against all liabilities for claims of mortgagee thereof, including any attorneys lees and costs and expenses of litigation, arising out of any lefault of Purchaser with regard to said mortgages and any instruments they may secure, and said indemnity agreement shall survive the delivery of the deed. Purchaser agrees to subordinate the delivery of the deed. Purchaser agrees to subordinate this agreement to the lien of any mortgage or mortgage, trust deed or trust deeds, or Assignment of Rents which Seller or its assignees may cause to be recorded agains'. said real estate in conformity herewith, and to execute such documents as may be required to effectuate such subordina tion. In addition, Purchaser shall cooperate and furnish such information and execute such documents as shall be requested to effectuate the placing of such mortgage, mortgages, trust deed or trust deeds.
- 23. In the event that Seller shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and to deduct such payments made from the existing balance due on these Articles of Agreement, or to deduct such payments made from the monthly payments due hereunder. Seller shall exhibit receipts for payments made to any mortgagee upon reasonable request of Purchaser, such request not to exceed two per year.

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by reason of new or additional improvements shall be adjusted as follows: date of delivery of possession. All prorations are final unless provided otherwise herein, provided, however, that 1985 and 1986 general real estate taxes shall be reprorated upon receipt of the bills therefor. Seller shall pay the amount of any stamp tax imposed by State law or County ordinance on the transfer of the title, by means of proration credit at date of delivery of possession. At the time deed is delivered Seller shall furnish completed Real Estate Transfer Declaration signed by Seller or the Seller's agent and execute documents established by any local ordinance with regard to and as a declaration of a transfer or transaction tax. Such tax required by local ordinances shall be paid by the Purchaser. Seller shall pay the water bill certification fee of \$10.00 payable to the City of Chicago by means of a proration credit at time of delivery of possession if required by the City of Chicago.

Purchaser may record this Agreement only in the event that existing taws of the State of Illinois do not permit a restriction against such recording. However, in the event that the Purchaser shall thereby cause the title of the seller not to be merchantable or assignable, then the Purchaser shall execute such documents as shall permit the Seller to mortgage or encumber, sell, assign, transfer or convey the title to the said premises, subject to the rights of the Purchaser hereunder unless the Purchaser shall be in default of the provision of these Articles of Agreement for Trustee's Deed and the feller has forfeited the Purchaser's right to possession. In the event that the Purchaser shall fail, neglect or refuse to execute such documents as the Seller may request to protect the title of the Seller, then the Purchaser does hereby designate Seller as its agent with irrevocable power of attorney to execute such documents in Purchaser's name and to pay all of seller's costs, fees, expenses and damages in having to take such action as required to remove the encumbrances or cloud upon the title of the Seller.

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26. Seller reserves the right at all times to convey, sell, transfer, or dispose of the legal title to said premises and all interests in this Agreement to such person or persons as desired subject to the rights of the purchaser under these Articles of Agreement, and Puchaser agrees to accept the peed of Conveyance from any and all subsequent title holders of record. Seller shall give notice of Such transfer to furchaser of said transfer within 30 days after 27. In addition to the provisions of paragraph 3 and premises and appurtenances thereto in good repair and in a clean, sightly and healthy condition all according to the statutes and ordinances in such cases made and provided, now or hereafter enacted, and the directions of public officers thereunto duly authorized, at the Purchaser's sole expense. Purchaser shall make all necessary repairs and renewals upon said premises, keep landscaping, bushes and trees in proper trim and good condition, replace broken globes, glass and fixtures of every kind with material of the same size and quality as that broken, and, when necessary, will paint the exterior

of the window and door sashes and porches, and make any and

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all necessary repairs to the roof and exterior walls and to the interior of the premises hereinabove described, if any, at Purchaser's expense. In the event the Purchaser shall fail, neglect or refuse to keep the premises in good repair and in a clean, sightly and healthy condition in accordance with the applicable laws, ordinances, rules and regulations, Seller may, but is not obligated so to do, either:

- A. Upon service of ten (10) days notice in writing, enter upon the said premises with agents, servants or employees as the Seller shall deem best to do all the work required to place the said premises in good repair and in a clean, sightly and healthy condition, and the cost thereof shall constitute such additional purchase price for the said premises; or
- B. Notify the Purchaser to make such repairs and to olace said premises in a clean, sightly and healthy condition within twenty (20) days of such notice; and, upon default, Seller may, at its option, declare this Agreement forfeited and determined; or
- C. Take such other actions as Seller shall have the right to do.
- 28. Purchaser shall comply with all laws, ordinances, rules and regulations applicable to the said premises and shall keep the Seller safe and hirmless as to any claims, losses or damages as a result of the Surchaser's failure to comply with the provisions of this section, and to indemnify the Seller as to any fees, costs, fines or damages as may be imposed upon the Seller or incurred by the Seller as a result of the breach of the provisions of this section. This indemnity shall survive the delivery of the Geed and shall remain in full force and effect thereafter.
- 29. Seller shall at delivery of possession furnish a Commitment for Title Insurance showing title in the Seller in the amount of the purchase price as herein set forth subject to the objections to title as rerein contained. Seller shall not be required to furnish any other evidence of merchantable title and all subsequent examinations of title shall be at Purchaser's expense. Except for acts of the Seller, the Seller shall not be responsible for any other defects in title after the date of delivery of possession pursuant to these Articles of Agreement.
- of principal and interest, insurance deposit or real estates tax deposit is not received on or before the 10th day of any calendar month following the date of delivery of possession, then the Purchasers shall pay a late charge of four (40) percent for each month that said payment is not made, and said late charge shall be payable immediately on the 11th day of each calendar month, and to the extent that it is not paid shall be added to the principal due under the provisions of this Agreement.
- 31. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as

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of the date provided herein for delivery of possession of the premises. If the amount of the current general taxes is not then ascertainable, the adjustment thereof except for that amount which may accrue by reason of new or additional improvements shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: date of delivery of possession. Any proration credit due Purchaser upon the signing of this Agreement for general real estate taxes for 1985 and 1986, and an amount equal to the initial year's insurance premiums, shall be retained by and paid to Seller as the initial tax and insurance reserve pursuant to paragraph 21(b) aforesaid. All prorations are final unless provided otherwise herein.

or agents of Seller or its beneficiaries have received no notices from any city, village or other governmental authority of zoning, avilding, fire or health code violations in respect to the real escate that have not been heretofore corrected. Purchaser soldy shall be responsible for making all repairs with regard to existing and future building violations, obtaining all cercificates of inspection and compliance required by the City of Chicago and/or any other governmental authority, and otherwise complying with any ordinance of the City of Chicago and/or any other governmental authority pertaining to its building code or the transfer of property. Purchasers shall make all repairs necessary to eliminate any violations within 90 days of receipt of notice of said violation.

In addition, Purchaser agrees to indemnify and hold Seller harmless from the cost of any such repairs as hereinabove set forth in this paragraph 32, from the cost of obtaining any such certificate of inspection and certificates of compliance, and from any fines and costs and expenses of litigation incurred by Seller as a result of any legal action taken by the City of Chicago and/or any other governmental asuthority with respect to any zoning, building, fire or health code violation on said real estate. Seller shall have the same remedies for violation of this paragraph 32 as are hereinabove set forth in paragraph 27.

- 33. Purchaser has inspected the property and is familiar with its condition and accepts the property in the condition it is at the time of the execution of this lareement.
- 34. This Installment Agreement for Warranty Ored (also sometimes referred to herein as Articles of Agreement for Warranty Deed) is executed in pursuance of that certain Real Estate Sale Contract between ANNIE P. BOLES, Seller, and JEANNETTE DAVIS; and CLINTON LEWIS, JR. and WANDA H. LEWIS, his wife, Purchasers, dated September 20, 1985, and supersedes said Contract.
- 35. Notwithstanding any other provision of this Installment Agreement, Seller shall be entitled to any reduction for general real estate taxes for periods prior to closing.

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36. Waiver. No covenant, restriction, condition, obligation, or provision contained in these Articles of Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

37. Severability. If any provision of these Articles of Agreement, or any section, sentence, clause, phrase, word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of these Articles of Agreement and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of these Articles of Agreement shall be construed as it such invalid part were never included therein.

of Agreeman's and where the context admits, the singular term and related pronoun shall include the plural, the plural term and the related pronoun shall include the singular; and words imparting particular gender shall include the other gender and the neuter and words imparting the neuter shall include the masculine and cominine gender.

39. Closing shall be held at the office of CHARLES B. BERNSTEIN, 120 West Madison Street, Chicago, Illinois 60602, on Oct. / 1706, at 5:00 p.M., at which time Seller shall deliver possession.

40. Subject to the restrictions on transfer as herein set forth in paragraph 6, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, heirs, personal representatives and assigns.

Seller:

Purchasers:

REV. ANNIE P. BOLES

JEANNETTE ZAVIS

LEWIS,

WANDA H. LEWIS

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STATE OF ILLINOIS) SS COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that REV. ANNIE P. BOLES, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 157 day of

(SEAL)

Commission expires March /7 1987

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do JEREBY CERTIFY that JEANNETTE DAVIS, and CLINTON LEWIS, JR. and WANDA H. LEWIS, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of Cktober, 1986.

[SEAL]

Commission expires Sec \$1.1988

Prepared by + return to: Charles B. Bernstein 120 W. Madison St. Chicago, IL 60602 PIN 17-07-430-003 Du Street address: 1653 W. Washington Chicago, IL.

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