

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

87618745

AGREEMENT, made this 13<sup>th</sup> day of November, 1987, between Heritage County Bank as T/U/T 2674 dated 4-16-85 (hereinafter called Seller) and John B. Lopez, Jr. (hereinafter called 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:

SEE ATTACHED LEGAL DESCRIPTION

87618745

Common Address: Unit 1-302 and G-10  
3821 West 123rd Street  
Alsip, Illinois 60658  
PIN: 24-26-304-034-1006 and 24-26-304-034-1016  
and Seller further agrees to furnish to Purchaser on or before Closing, 1987, 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 Licensed Title Company; (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 on the date designated on the invoice

the price of Forty-Three Thousand and no/100 (\$43,000.00) Dollars in the manner following, to-wit:

See Rider attached hereto and incorporated herein.  
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 Closing

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, 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 14 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).

Prepared by: JOHN Mondchean  
12201 S WESTERN  
BLUE ISLAND ILL 60406

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Received on within Agreement  
the following sums

DATE  
PURCHASE PRICE  
PROPERTY TAX  
INTEREST ON

Table with 4 columns: DATE, PURCHASE PRICE, PROPERTY TAX, INTEREST ON. The table is mostly empty with some faint markings.

GEORGE E. COLE  
LEGAL FORMS

RECEIVED

61-3-1-505-040-310  
52500  
52500  
52500  
52500

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written, in the presence of  
BY (SEAL) *[Signature]*  
BY (SEAL) *[Signature]*  
BY (SEAL) *[Signature]*  
BY (SEAL) *[Signature]*

17. If any provision of this agreement shall be prohibited by applicable law, such provision shall be inoperative to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which extends to the dwelling structure, before the date of execution of this contract, has been received by the Seller, his heirs, executors, administrators and assigns of the respective parties.

19. 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, administrators and assigns of the respective parties.

18. All notices and demands hereunder shall be in writing. The making of a notice or demand by registered mail to Seller at the address herein set forth shall be deemed to have been given or made on the date of mailing.

15. The remedy of foreclosure 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 foreclosure, or any other right herein given.

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED THE \_\_\_\_\_ DAY OF NOVEMBER, 1987, BY AND BETWEEN  
HERITAGE COUNTY BANK T/U/T 2674 DATED APRIL 16, 1985  
SELLER, AND JOHN B. LOPEZ, JR., PURCHASER

1. The Seller and the Purchaser hereby agree that the purchase price to be paid by the Purchaser to the Seller for said real property, along with all improvements thereupon shall be FORTY-THREE THOUSAND and no/100 (\$43,000.00) Dollars, which shall be paid in the following manner:

A. \$3,000.00 at closing.

B. The principal sum of \$40,000.00 with interest thereon at the rate of Ten (10%) percent to be amortized over a 30 year period in monthly installments of \$351.03 beginning January 1, 1988. The final payment for the full unpaid balance of principal and interest shall become due on January 1, 1990.

2. The first monthly installment payment due the Seller from the Purchaser as aforesaid shall be due and payable to the Seller on the first day of January, 1988, and all monthly installment payments due the Seller from the Purchaser, hereunder, shall be due and payable to the Seller on the first day of each consecutive month thereafter. Any payment due the Seller under this Agreement shall be deemed timely if payment is received before the 15th day of the month in which the payment is due. All payments to the Seller, excepting the final payment due hereunder, shall be sent by first class mail to the seller at the following designated address:

Norm Jacobus  
10305 S. Leslie Lane  
Chicago Ridge, Illinois 60415

3. No prepayment penalty or fee of any kind or amount shall be charged to the Purchaser for earlier payment of the outstanding principal balance in whole or in part.

4. Purchaser shall also deposit with Seller as Escrowee an amount equal to credits allowed at closing for accrued and unpaid taxes and 1/12 of yearly taxes and monthly assessment dues shall be made part of monthly payment.

5. Purchaser shall have the express right to enter into a sales contract (other than an installment contract), at any time, to sell the premises, and in connection therewith, the Seller shall provide Purchaser with a written statement of complete indebtedness and allow payment of daily interest to closing date. Seller shall be paid in full from the closing proceeds.

6. Notices or demands from the Seller or Purchaser to one another shall be made by certified mail, return receipt requested or by telegram with confirmation copy.

7. Seller covenants to Purchaser that Seller will place no additional mortgage indebtedness against this property, other than as shown on the title insurance commitment, during the term of this agreement, except indebtedness incurred under line of credit with Trust as collateral.

8. At the time of closing, Seller shall deposit with Seller's Attorney, John S. Mondschean, the following items:

- A. Letter of Direction for a Trustees' Deed;
- B. Alta Statement, in duplicate; and
- C. An Affidavit of Title and Bill of Sale and Transfer Declarations executed by Seller.

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ORDER TO INVESTMENT AGREEMENT FOR WARRANTY DEED  
MADE THE 1 DAY OF NOVEMBER, 1987, BY AND BETWEEN  
PRUDENTIAL COUNTY BANK TRUST DEPT. ARK. 1001,  
SPECIAL AND JOHN H. TORRE, JR., PURCHASEE

The Seller and the Purchaser have agreed that the purchase price shall be paid by the Purchaser to the Seller for said real property and all improvements thereon shall be forty-thousand dollars and no/100 (\$40,000.00) Dollars, which shall be paid in the following manner:

\$12,000.00 at closing

The balance of \$28,000.00 with interest thereon at the rate of Ten (10%) percent (1.25% monthly) for a 30 year period in monthly installments of \$227.01 beginning January 1, 1988. The final payment for the full amount of principal and interest shall be due on January 1, 1998.

The Seller hereby warrants that the Seller is the owner of the property and that the Seller has the right to sell the same. The Seller warrants that the Seller has the right to sell the same and that the Seller is not subject to any liens or encumbrances of any kind on the property. The Seller warrants that the Seller has the right to sell the same and that the Seller is not subject to any liens or encumbrances of any kind on the property.

John H. Torre, Jr.  
1001 S. Main St.  
Clinton, Illinois 62411

The Seller warrants that the Seller is the owner of the property and that the Seller has the right to sell the same. The Seller warrants that the Seller has the right to sell the same and that the Seller is not subject to any liens or encumbrances of any kind on the property.

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Prudential County Clerk's Office

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The attorney, John S. Mondschean, or his nominee, shall act as escrowee for the benefit of Purchaser and Seller under the terms of the escrow instructions attached hereto and made a part of this Agreement.

9. The parties hereto do hereby agree and understand that this Rider shall be attached to and be made a part of the Installment Agreement for Warranty Deed referred to above and the terms hereof are incorporated therein and in the event that there is a conflict between the aforementioned Agreement and the terms of this Rider, this Rider shall control and be of full force and effect notwithstanding any contrary provision in the said Installment Agreement.

Heritage County Bank as T/U/T 2674  
dated 4-16-85

BY:

Norman Jacobus  
BENEFICIARY (SELLER)

John B. Lopez Jr.  
JOHN B. LOPEZ JR. (PURCHASER)

Property of Cook County Clerk's Office

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APR 17 1985

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The attorney, John S. Henderson, on his behalf, shall act as  
agent for the benefit of the State and shall under the terms of  
the above instructions attached hereto and made a part of this

of the parties hereto do hereby agree and understand that this  
Agreement shall be attached to and be made a part of the installation agreement  
and for the purpose of this agreement to give and the terms hereof and  
incorporated therein and in the event that there is a conflict between  
the provisions hereof and the terms of this Agreement, this Agreement  
shall control and be of full force and effect notwithstanding any con-  
trary provision in the said installation agreement.

Heretofore County Clerk as of this day  
1964

\_\_\_\_\_  
PROPERTY CLERK

\_\_\_\_\_  
JOHN S. HENDERSON, ATTORNEY

87616745  
PROPERTY

Property of Cook County Clerk's Office

ESCROW INSTRUCTIONS

John S. Mondsclean  
Attorney at Law  
12201 S. Western Avenue  
Suite 16  
Blue Island, Illinois 60406

You are hereby instructed to make delivery of the following described instruments herewith deposited in escrow upon delivery to you of satisfactory evidence of compliance with the Instructions to Escrowee enumerated below.

DESCRIPTION OF INSTRUMENTS DEPOSITED

- 1. Letter of Direction for Trustees' Deed; DEPT-01 \$15.00
- 2. Alta Statements, in duplicate; T#3333 TRAM 3237 11/18/87 12:04:00
- 3. Bill of Sale; #7745 + C # -87-618745
- 4. Affidavit of Title; COOK COUNTY RECORDER
- 5. Real Estate Transfer Declarations (Cook County and State of Illinois)

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INSTRUCTIONS TO ESCROWEE

- 1. The instruments numbered 1 to 5 above are to be delivered to JOHN B. LOPEZ, JR. or his legal representative when the Installment Agreement for Warranty Deed (attached hereto) has been fully complied with and fulfilled, and has been satisfied by payment in full of the amount due thereunder.
- 2. All of the enumerated instruments described above shall be delivered to NORM JACOBUS, or his legal representative upon receipt of notice to Escrowee that JOHN B. LOPEZ, JR. has defaulted under said Installment Agreement, and that said default has not been cured as provided under the laws of the State of Illinois relating to such matter.

SELLER:

Heritage County Bank as T/U/T 2674

BY:

*Norm Jacobus*  
BENEFICIARY

PURCHASER:

*John B. Lopez Jr.*  
JOHN B. LOPEZ, JR.

RECEIPT OF THE INSTRUMENTS DESCRIBED ABOVE IS HEREBY ACKNOWLEDGED.

*John S. Mondsclean*  
JOHN S. MONDSCHLEAN, ESCROWEE

-87-618745

15.00

