

UNOFFICIAL COPY

AGREEMENT, made this 19th day of December, 1986, between
SOUTH HOLLAND TRUST and
SAVINGS BANK, as Trustee u/t/a dated 2/19/82 and known as Trust #6183, Seller, and
FOREST L. GONZALES, SR. and AUSTINE G. GONZALES, 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 warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of _____ and State of Illinois described as follows:

Lots 10 and 11 in Block 59 in Ivanhoe Unit 3 being Branigar Brothers Subdivision of part of the North 1/2 of the South East 1/4 and the North 1/2 of the South West 1/4 and the South 1/2 of the North East 1/4 of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 27, 1925 as document 9017478 in Cook County, Illinois.

Permanent Tax Nos.: 29-04-407-024 - Lot 10 and 29-04-207-025 - Lot 11

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and Seller further agrees to furnish to Purchaser on or before December 19, 1986, 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 Attorneys' Title Guaranty Fund, Inc., (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 matter 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 Dolton Riverdale Savings and Loan Association, 14076 S. Lincoln Avenue, Dolton, Illinois 60419

the price of Fifty Eight Thousand and 00/100 (\$58,000.00) Dollars
Dollars in the manner following, to-wit: \$8,000.00 down and the balance of \$50,000.00 in installments of \$526.62 per month with interest at 12% beginning January 1, 1987 with full balance due November 1, 1991. Purchaser shall also deposit 1/12th of the annual taxes monthly beginning March 1, 1987. Interest is payable in advance.

with interest at the rate of 12 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

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 1986 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 1985 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 seven 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.

*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

Table with columns for DATE, INTEREST, PRINCIPAL, RECEIVED BY. Includes handwritten entries and a large circular stamp.

GEORGE E. COLE LEGAL FORMS

DEPT-01 RECORDING #4333 TRAM 925 01/07/87 \$11.00

Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 6183, assumes no personal liability of any kind or nature, but executes this instrument solely as Trustee covering trust property above referred to.

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

- 8. No extension, change, modification or amendment to or of this agreement... 9. Purchaser shall keep all buildings at any time on the premises insured... 10. If Purchaser fails to pay taxes, assessments, insurance premiums... 11. In case of the failure of Purchaser to make any of the payments... 12. In the event this agreement shall be declared null and void... 13. In the event of the termination of this agreement... 14. Purchaser shall pay to Seller all costs and expenses... 15. The remedy of forfeiture herein given to Seller shall not be exclusive... 16. Purchaser hereby irrevocably constitutes any attorney of record... 17. If there be more than one person designated herein as "Seller" or as "Purchaser"... 18. All notices and demands hereunder shall be in writing... 19. The time of payment shall be of the essence of this contract... 20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority...

BY: [Signature] Vice President and Trust Officer (SEAL) Trust #6183 South Holland Trust & Savings Bank as Trustee u/t/a dated 2/12/82 a/k/a (SEAL)

ATTEST: [Signature] Asst. Secretary (SEAL)