

WARRANTY
INSTALLMENT AGREEMENT FOR DEED
(REVISED)

THIS AGREEMENT, made and entered into this 15th day of September, 1986

by and between MICHAEL GIANNOS and DINA GIANNOS, his wife, and JOHN ANGELOPOULOS and ANGELINE ANGELOPOULOS, his wife, Seller, and SABHI CHEHADE Purchaser,

WITNESSETH: 87008683

IT IS HEREBY AGREED by and between the above Seller and Purchaser, as follows:

CONVEYANCE

PROPERTY ADDRESS AND LEGAL DESCRIPTION

Except as otherwise provided below,*
1. 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 dower and homestead, or by Trustee's deed as the case may be, subject to the matters hereinafter specified, the premises situated in the County of Cook, and the State of Illinois, and commonly known and described as 2901-03 N. Milwaukee Avenue, a/k/a 2903-10 Allen Avenue, Chicago, Ill., and legally described as follows:

*Provided that Purchaser has fully complied with all of the terms and provisions of this Agreement, Sellers shall convey title subject to the matters set forth herein** and shall take back a part purchase-money first mortgage for balance due hereunder at that time at the same interest rate and balance of term applicable hereto, which mortgage shall contain a "due on sale" clause and shall be secured by subject realty. All title and survey expenses at that time shall be borne solely by Purchaser.

**one year from the date of the first payment herein,

said conveyance to be expressly subject to the following:

CONDITIONS OF TITLE

- (a) General taxes and all special assessments and special taxes, if any, not due on the date of conveyance whether heretofore or hereafter levied;
- (b) The rights of all persons claiming by, through or under the Purchaser;
- (c) Easements of record and party walls and party wall agreements, if any;
- (d) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
- (e) Roads, highways, streets and alleys, if any;
- (f) Usual stock printed objections, if evidence of title is provided pursuant to 2(a),

PERSONAL PROPERTY INCLUDED

and at the time of conveyance, Bill of Sale for the following items of personal property will also be delivered: if any
Storm and screen doors and windows; awnings, outdoor TV antenna; wall-to-wall hallway and stair carpeting; window shades and supporting fixtures; venetian blinds; electric, plumbing and other attached fixtures as installed; three refrigerators; 2 ranges.

EVIDENCE OF TITLE

2. Seller agrees to furnish to Purchaser on or before closing, at Seller's expense, the following evidence of title to the premises: (a) Owner's Title Insurance Policy commitment in the full amount of the purchase price, issued by Dearborn Title Corp. agents for First American Title, Ins. Co. of Mid-America, Inc., of Cook County, Illinois, and showing merchantable title in Seller on the date hereof subject only to the matters specified in Paragraph 1 hereof and to all taxes and assessments not due on the date of closing, and existing mortgage of record. If evidence of title discloses other defects, upon prompt notice thereof to Purchaser, Seller shall have thirty (30) additional days to cure such defects, but Purchaser may take title with such other defects (with the right to deduct from the purchase price, liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. Purchaser shall pay all subsequent title charges.

PURCHASE PRICE

3. Purchaser hereby covenants and agrees to pay to Seller at such place as Seller may designate in writing, and until such designation at the address indicated opposite the Seller's signature, the price of \$155,000.00 dollars, in the manner following, to-wit:

DOWN PAYMENT AND INTEREST DUE AT CLOSING

(a) \$40,000.00 including earnest money, of \$7500.00 priorly deposited with Dearborn Title Corporation on provided title has been Sellers, which has been placed in an interest bearing account with interest payable to Purchaser,

87008683

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Address: 3854 Sally Court, Glenview, Ill.
 Address: 5334 W. Leland Avenue, Chicago, Ill.
 Address: 5334 W. Leland Avenue, Chicago, Ill.
 Address: 2220 Woodview Lane, Park Ridge, Ill.

Seller: *[Signature]*
 Seller: *[Signature]*
 Seller: *[Signature]*
 Purchaser: *[Signature]*

SIGNATURES

date of said survey shall satisfy all survey requirements herein.

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

27. SELLER RESERVES THE RIGHT TO REMOVE RESTAURANT EQUIPMENT PRESENTLY STORED IN THE GARAGE OF THE PREMISES ON OR BEFORE DECEMBER 30, 1988

27. At Purchaser's option and expense, an account shall be established with a depository bank in which each payment direct to Seller and the balance shall be deposited by Purchaser in said account on due Seller from Purchaser exceeds the regular monthly payment due Seller from Seller, Purchaser shall not otherwise use the account for any other purpose. To the extent that the regular monthly payment to be made from such account for the making of regular payments on the mortgage of record. The Seller's name and arrangements shall be made with the Lender of record for automatic withdrawal payments

26. Seller agrees to promptly make the monthly mortgage payments as required under the mortgage of record, including interest, principal, and reserve, and to pay taxes and insurance when due or to cause such payment by the Lender as the case may be. Seller warrants that the balance due on the mortgage of record, including accrued interest, is and shall at all times during the term of this Agreement be less than the balance due Seller from Purchaser. Seller agrees not to add to the principal of the loan of record, nor to refinance, without Purchaser's prior written consent.

25. If the parties wish to delay the delivery of possession beyond the date specified in Paragraph 24, the parties shall execute a separate deed of escrow to be held by a depository bank. The escrow fund shall be delivered to the Purchaser after the agreed date. Purchaser shall pay to the escrow fund the sum of one-fifteenth (1/15th) of the deposit per day for each day or portion thereof until the escrow fund shall be delivered to the Purchaser as agreed. If possession is so delivered the escrow fund shall be paid to Seller. If possession is not so delivered, the escrowee shall pay to Seller the amount of the escrow fund plus interest at the rate of one percent per annum.

24. Seller shall remove from the premises by date of possession all debts and personal property not to be conveyed by bill of sale to Purchaser. Seller shall also remove from the premises all improvements, including but not limited to, fences, patios, sidewalks, driveways, and showing no easement violations and no encroachments of improvements located on easements on the premises, or within one foot of the lot line, and no encroachments of improvements located on adjoining properties. Fences, driveways, sidewalks, patios and other improvements shall be removed from the premises by the date of possession.

23. At or prior to closing Seller will furnish a survey showing that all improvements, including building and other improvements, are within the lot lines, and showing no easement violations. Seller shall also remove from the premises all improvements, including but not limited to, fences, patios, sidewalks, driveways, and showing no easement violations and no encroachments of improvements located on adjoining properties. Fences, driveways, sidewalks, patios and other improvements shall be removed from the premises by the date of possession.

22. If, prior to the closing specified in Paragraph 3(a) improvements on the property shall be destroyed or materially damaged by fire or other casualty, this agreement, at the option of the Purchaser, shall become null and void, provided that said destruction or damage is not caused by the negligence or willful conduct of Purchaser, his agents, assigns, employees or representatives. Seller shall be deemed to have accepted the purchase price of the property as shown on the attached plat and shall not be entitled to any refund of the purchase price or any other amount.

20. 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.

19. All notices and demands hereunder and amendments hereto shall be in writing. The mailing of a notice or demand by prepaid registered mail to the other at the address appearing below, or to such other address as either may subsequently designate to the other in writing, or to the last known address of either, shall be deemed to have been given or made on the date of mailing, except only as may be otherwise provided herein. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing, except only as may be otherwise provided herein.

agreement shall be in joint tenancy with right of survivorship unless otherwise provided herein or directed by Purchasers.

SELLER TO PAY MORTGAGE

DEPOSIT

DEBRIS REMOVAL BY SELLER

DAMAGE OR DESTRUCTION OF PREMISES PRIOR TO CLOSING SURVEY

NO NOTICE OF BUILDING VIOLATIONS REQUIRED AT CLOSING

SUCCESSORS

NOTICES

**RIGHTS OF
PURCHASER
AND SELLER**

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sellers as a consequence of the interests acquired by the parties hereto but for this Paragraph 9, shall accrue to the Seller and Purchaser herein and all such rights are hereby incorporated in this agreement by this reference as though fully set forth herein.

**ATTEMPTED
DECLARATION OF
DEFAULT BY
LENDER**

9.(b). If the lender of record attempts to declare a default, or to accelerate the principal balance, or to increase the interest rate or impose some other additional fee or charge based on an alleged transfer of interest of the Seller notwithstanding the foregoing Paragraph 9(a), either party may at their own cost and expense lawfully resist same, or by agreement do so cooperatively, however if said attempt is acquiesced to by both parties or upheld by a final order of a court of competent jurisdiction, ~~Sellers~~ shall be responsible for obtaining necessary funding.

**ALL CHANGES TO
BE IN WRITING**

10. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by either of the parties hereto, nor have any force or effect whatsoever, unless it shall be agreed to in writing by the parties.

**DEFAULT BY PUR-
CHASER—IMPROVE-
MENTS TO SELLER**

11. In the event of Purchaser's default and resulting 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 liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

**FORFEITURE OF
PURCHASER'S
INTEREST BY
SELLER**

12. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of the 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 reenter and take possession of the premises. 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 in the Recorder's or Registrar's Office of said County, provided however that Seller shall first specify in writing the alleged default which if not cured within thirty days of Purchaser's receipt of such notice may at Seller's option result in a declaration of forfeiture as provided in Chapter 57 (Forcible Entry & Detainer) of the Illinois Revised Statutes. No declaration of forfeiture shall be made unless and until such default remains uncured following the expiration of said thirty day period. It is also the intention of the parties that the Purchaser be entitled to such additional rights as are established in behalf of contract purchasers under said Chapter 57 which are by this reference hereby included in this agreement. 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.

**WRITTEN NOTICE
OF DEFAULT TO
PURCHASER**

**RIGHT TO CURE
DEFAULT BY
PURCHASER**

**ADDITIONAL PUR-
CHASER'S RIGHTS**

**ADDITIONAL
SELLER'S REMEDIES**

**PURCHASER'S
PREPAYMENT
PRIVILEGE**

13. Purchaser may prepay the principal or any part thereof without penalty at any time, and payments on the principal in excess of Seller's equity, if any, shall be promptly paid by Seller to lender of record, and such lender's prepayment penalty if any shall be the responsibility of the Seller.

**PURCHASER MUST
PAY BALANCE DUE
BY FINAL
PAYMENT DATE**

14. Purchaser assumes full responsibility for securing the necessary funding to make the final payment described in Paragraph 3(b) whether by financing or otherwise, and failure to do so for any reason, and to make such final payment when due, shall constitute a default.

**CONDITION OF
PREMISES AT
CLOSING**

~~PURCHASER'S
RIGHT TO INSPECT~~
BILL OF SALE

15. It is understood and agreed that Purchaser is purchasing subject realty and all the equipment and appliances included herein on an "as is" basis. Sellers' responsibility therein is to deliver same at closing in the same condition as same are at the date of this contract, ordinary wear and tear excepted. The items of personal property referred to in Paragraph 1 of this agreement shall be transferred to Purchaser by properly executed Bill of Sale, from which all warranties of quality, fitness and merchantability will be excluded.

**PAYMENTS TO BE
MADE WHEN DUE**

16. If Seller or Purchaser fails to make any payments required hereunder when due the other party may pay same. Evidence that payments required to be made have been paid will be provided the other party upon request. Seller may elect to pay such items which Purchaser fails to pay and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at the ~~minimum legal~~ rate of 14% per annum until paid, and Purchaser shall receive full credit for any such payment made in behalf of Seller.

**COSTS AND EX-
PENSES IN ENFORC-
ING AGREEMENT**

17. Purchaser shall pay to Seller all costs and expenses, including Attorneys' fees, incurred by Seller in any action or proceeding to which Seller, without Seller's fault, may be made a party by reason of being party to this agreement, and either party will pay to the other all costs and expenses, including Attorneys' fees, incurred in enforcing any of the covenants and provisions of this agreement in any action brought on account of the provisions hereof, and all such costs, expenses, and Attorneys' fees may be included in and form a part of any judgment entered in any proceedings brought on or under this agreement.

**PLURAL PARTIES—
HUSBAND AND
WIFE**

18. If there be more than one person designated as "Seller" or as "Purchaser" such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural. Where Purchasers are husband and wife their interest under this

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shown to be good as provided herein. Interest on the balance, at the rate hereinafter specified, from the date of closing through the end of the month of closing shall also be due at closing.
(b) The balance of \$115,000.00 with interest at 10% per annum shall be payable in equal monthly installments of \$2,443.42 or more (based on amortization over 5 years) PLUS one-twelfth of the estimated real estate taxes) and (representing one-twelfth of the estimated insurance premium) on the first day of each successive month thereafter until paid, with the final payment consisting of the entire principal balance and any accrued interest due no later than November 1, 1991.
There shall be a late charge of \$10 for each monthly payment not received by the 15th of each month, and a \$2 per day additional late charge for each day thereafter until received, nonpayment of which shall constitute a default by Purchaser.
(c) Commencing on the date of closing, Purchaser shall be responsible for all general real estate taxes and special assessments, and for the cost to keep all buildings at any time on the premises fully insured against loss by fire, lightning, windstorm and extended coverage risks in companies approved by Seller in an amount at least equal to the sum remaining payable hereunder, annual taxes and insurance premiums to be paid as provided in Paragraph 3(b), said payment to be adjusted periodically to conform with the most recent tax and insurance billings. Purchaser shall also be responsible for and pay, if any, special assessments, association fees and assessments, and the premium for such additional insurance policy or endorsement as may be required or warranted by the additional exposure arising from this agreement, if any, so that all insurable interests in the premises are adequately protected.
4. Possession of the premises shall be delivered to Purchaser at closing, unless otherwise agreed. Real estate taxes, insurance premiums, rents, if any, and other similar items are to be adjusted pro rata as of the date of closing. Purchaser shall receive a credit at closing for current general taxes not yet paid based on the most recent ascertainable taxes and Seller shall receive a like credit as a reserve for the payment of taxes. Said reserve shall be increased by all tax payments made by Purchaser and decreased by taxes actually paid. The balance in the reserve to be credited to the Purchaser at the time of final payment. If the property has not been previously taxed as improved, when the exact amount of the taxes pro-rated under this agreement can be ascertained, the taxes may be repaid by either party and the amount thus computed as due shall be promptly paid by the appropriate party. ~~Real estate commission, if any, shall be paid by Seller.~~
5. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither permit nor commit any waste on or to the premises, and shall also comply with additional such requirements imposed by the existing mortgage of record, if any, and if Purchaser fails to maintain or to make any such repairs or permits or commits waste Seller may elect to make same or to eliminate such waste and pay the cost thereof, which shall then immediately be due from Purchaser. The possessor's rights of the Purchaser are subject to reasonable inspection privileges of Seller to confirm compliance with the requirements of this provision.
6. Seller shall not refinance nor add to the principal of the loan of record, and neither party shall suffer or permit any mechanic's, lender's or other lien to attach to or be against the premises or against either Seller's or Purchaser's interest therein and any such lien shall be null and void and of no force or effect.
7. Every contract for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. ~~The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than \$100.00.~~
8. Neither party shall transfer or assign this agreement or any interest therein without the previous written consent of the other, 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, provided however that Purchaser may agree to sell the subject property if the entire balance due Seller is to be promptly paid from the proceeds following showing of good title and loan approval, and Seller agrees to cooperate in such transfer. Purchaser will not lease the premises, nor any part thereof, for any purpose, without Seller's prior written consent.
9(a). 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. It is not the intention of the parties hereto that the Seller be divested of any right, title or interest, legal or equitable, prior to delivery of deed, nor that the security of the lender of record be in any way diminished, so that lender of record could, under a provision in the Seller's mortgage document, if any, or otherwise, declare a default, or accelerate the principal balance of the loan, or increase the interest rate, or impose any other additional fees or charges. Nevertheless, any and all legal and equitable rights which would otherwise accrue to a contract purchaser and contract

39930048

- NO MONTHLY PAYMENT
- MONTHLY PAYMENT
- FINAL PAYMENT
- LATE CHARGE
- TAXES AND INSURANCE AND ADDITIONAL MONTHLY PAYMENT
- OTHER INSURANCE AND FEES
- POSSESSION, PROVISIONS AND
- REPAIRS AT CLOSING
- SELLER'S RIGHT TO REPAIR AND INSPECT
- NO SUBSEQUENT LIENS BY EITHER PARTY
- LIMITATIONS ON CONTRACTS FOR REPAIR AND IMPROVEMENT
- NO LEASING OF PREMISES WITHOUT SELLER'S CONSENT
- LOAN OF RECORD FULLY PROTECTED
- NO VESTING OR DIVESTING OF TITLE

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PHONE: (312) 726-1313

2901-03 N. Milwaukee
Chicago, Illinois

Zurho Sekerez

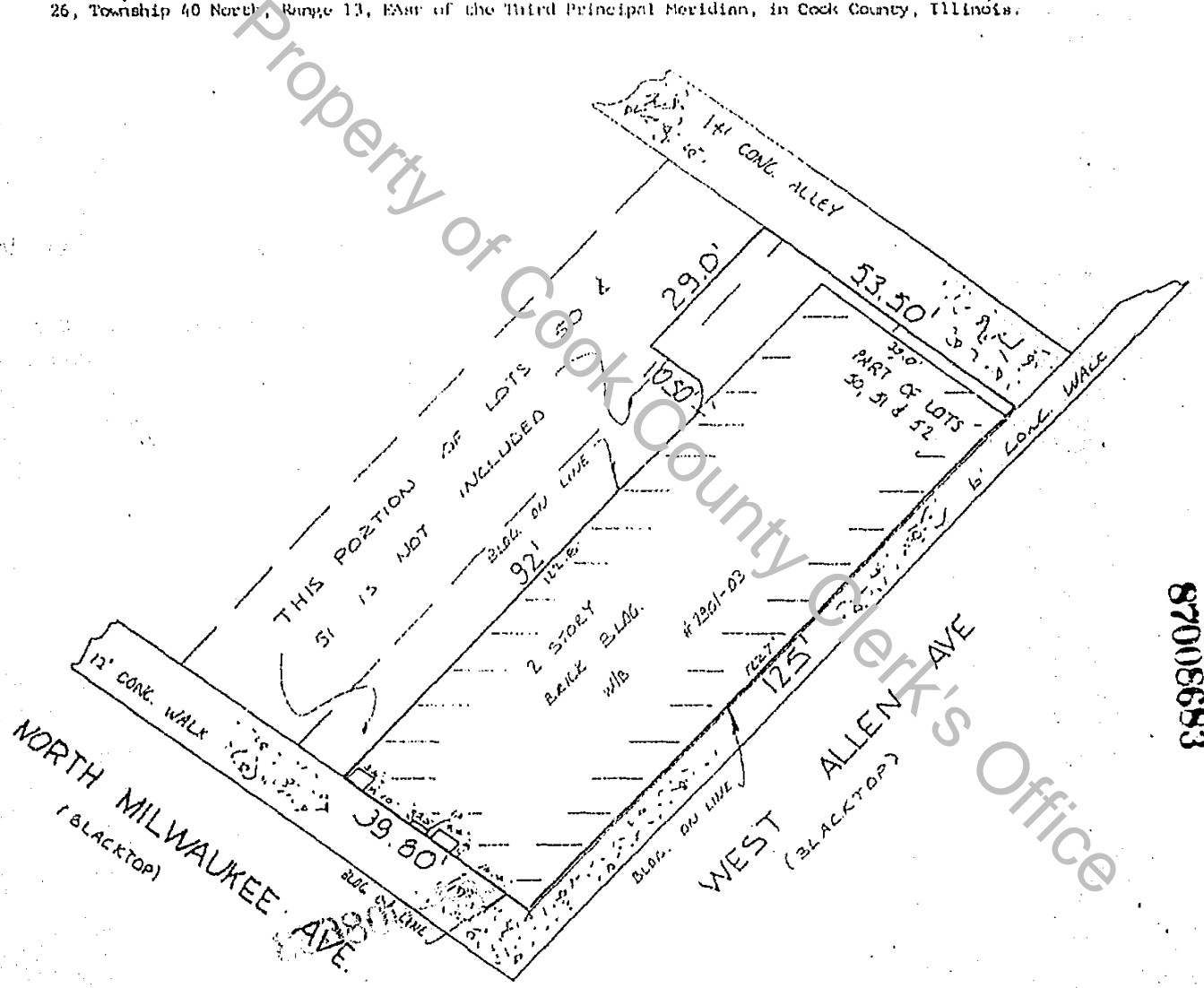


& Associates

ENGINEERING
LAND SURVEYING

PLAT OF SURVEY

That part of Lots 50, 51 and 52 taken as a tract, described as follows: Commencing at the most Easterly corner of said tract; thence Northwesterly along the Northeasterly line thereof, 53.50 feet; thence Southwesterly parallel with the Southerly line of said tract, 29.0 feet; thence Southeasterly parallel with the Northeasterly line of said tract, 10.50 feet; thence Southerly to a point 39.25 feet Northwesterly of the Southeasterly line of said tract and 91.84 feet Northeasterly of the Southwesterly line of said tract; thence Southwesterly to a point on the Southwesterly line of said tract 39.80 feet Northwesterly of the most Southwesterly corner thereof; thence Easterly to said corner; thence Northeasterly to the place of beginning, all in Block 8, in Wisner's Subdivision of Lots 11 and 12, in Brand's Subdivision of the Northeast quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



87008683

This is to Certify that I have surveyed the above described property according to the Official Records and that the Plat hereon drawn correctly represents said survey.

SCALE _____ (in. = _____ Ft.)
_____ 22 _____ 19 29



Indiana Land Surveyor # 10296
Illinois Land Surveyor # 33-2233

MICHAEL GIANNOS

- EXHIBIT A -

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THAT PART OF LOTS 50, 51 AND 52, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST EASTERLY CORNER OF SAID TRACT; THENCE NORTH WESTERLY
ALONG THE NORTH EASTERLY LINE THEREOF 53.50 FEET; THENCE SOUTH WESTERLY
PARALLEL WITH THE SOUTH EASTERLY LINE OF SAID TRACT 29.0 FEET; THENCE
SOUTH EASTERLY PARALLEL WITH THE NORTH EASTERLY LINE OF SAID TRACT 10.50
FEET; THENCE SOUTHERLY TO A POINT 39.25 FEET NORTH WESTERLY OF THE SOUTH
EASTERLY LINE OF SAID TRACT AND 91.84 FEET NORTH WESTERLY OF THE SOUTH WESTERLY
LINE OF SAID TRACT; THENCE SOUTH WESTERLY TO A POINT ON THE SOUTH WESTERLY
LINE OF SAID TRACT 39.80 FEET NORTH WESTERLY OF MOST SOUTHERLY CORNER THERE-
OF; THENCE EASTERLY TO SAID CORNER; THENCE NORTH EASTERLY TO THE PLACE OF
BEGINNING, ALL IN BLOCK 8 IN WISNER'S SUBDIVISION OF LOTS 11 AND 12 IN
BRANDS' SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87005683

DEPT-01 RECORDING \$16.30

T#444 TRAM 0078 01/07/07 11:12:00

#2235 # D 157-000603
COOK COUNTY RECORDER

Cook County Clerk's Office

-86-008683

MAIL TO →

Roy J. Allegruzo

ATTY AT LAW

2943 W. Lawrence Rd

Chicago, IL

60618

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