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AGREEMENT made this 28th day of January, 1987, between

Dorothy J. Bodnar, a widow and not since remarried, as beneficiary of Chicago Title and Trust Company trust no. 1065844, dated 3/18/75, Raymond Laules and Margaret M. Laules, 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:

(Thomas S. Eisner, Seller's attorney, shall insert legal description herein prior to closing)

Lots 25 and 26 in Block 8 in the Subdivision of 91.76 acres of the South East 1/4 of Section 1, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded June 3, 1901, as document 3109746, in Cook County, Illinois

Commonly known as 2633 Flossmoor Road, Flossmoor, IL 60422 permanent index number: 31-01-420-021 TP AIL-GB0

and Seller further agrees to furnish to Purchaser on or before closing, 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 any licensed Illinois title insurer, 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 1222 Brassie, Flossmoor, IL

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he price of Seventy five thousand (\$75,000.00) Dollars in the manner following, to-wit:

The purchase price herein shall be paid pursuant to this instrument was prepared by: Rider attached hereto and by this reference made a THOMAS S. EISNER 930 WEST 175TH ST., HOMewood, IL 60430

Possession of the premises shall be delivered to Purchaser on as designated in the attached Rider

, provided that Purchaser is not then in default under this agreement.

Re: ts, 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.

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 1986 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) the rights of all persons claiming by, through or under 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;

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 15 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 to 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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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 15 per cent per annum 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 hereunder, 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 liability 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 behalf of Purchaser of any of 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 judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or 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 person designated herein 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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1222 Brassie, Flossmoor, IL 60422 or to

Purchaser at 2683 Flossmoor Road, Flossmoor, IL 60422, or to the last known address  
 003-1-00013 shall be sufficient service thereon. Any notice or demand mailed as provided herein shall be deemed to have  
 been given or made on the date of mailing.

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.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

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 invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

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

**Sealed and Delivered in the presence of**

COOK COUNTY RECORDER

#0127 # D \* 7 - 1 15157

TRAN 05/6 02/07/87 14:35:00

\$15.30

DEF-1-01 RECORDING

CHICAGO TITLE AND TRUST COMPANY  
Trustee under trust no. 1065844 (SEAL)

CHICAGO TITLE AND TRUST COMPANY  
Trustee Under trust no. 1065844 (SEAL)

Harold E. Kahn

SECRETARY (SEAL)

[illegible]

15.00

**MAIL**

GEORGE E. COLE,  
LEGAL COUNSEL

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RIDER TO THAT CERTAIN INSTALLMENT

AGREEMENT FOR WARRANTY DEED

DATED JANUARY 28, 1987

BY AND BETWEEN

DOROTHY J. BODNAR, A WIDOW, SELLER,  
as beneficiary of Chicago Title and Trust Company trust no. 1065844,  
dated March 18, 1975,  
AND

RAYMOND LAULESS & MARGARET M. LAULESS, HIS WIFE, PURCHASERS

R1. The purchase price of SEVENTY FIVE THOUSAND (\$75,000) DOLLARS provided for herein shall be payable to Seller in the following manner:

A. The parties hereto acknowledge that Purchasers have heretofore delivered an earnest money deposit in the amount of ONE THOUSAND (\$1,000) DOLLARS to NAUGHTON REALTORS, INC., to be held thereby as escrow agent for the mutual benefit of the parties.

B. Purchasers shall, at closing hereinafter specified, deliver to Seller or pursuant to Seller's direction the sum of NINE THOUSAND (\$9,000) DOLLARS, plus or minus prorations.

C. The balance of the purchase price in the principal amount of SIXTY FIVE THOUSAND (\$65,000) DOLLARS with interest from the date of Closing on the balance of principal remaining from time to time unpaid at the rate of nine (9%) per cent per annum shall be payable in installments as follows:

\$545.48 on March 1, 1987, and thenceforth on the first day of each and every month thereafter for 59 consecutive months, including a final payment of the entire principal balance on February 1992.

Buyer shall have the privilege and right to extend all terms and conditions for an additional 60 month period, beginning February 1, 1992 until February 1997. In \*\*

D. Notwithstanding anything to the contrary contained herein, Purchasers shall be entitled to prepay any

\*\* the event of extension as provided herein, the interest rate during the term of extension shall be two percent over the First National Bank of Chicago rate of interest, but no less than nine percent.

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portion of the balance due herein without penalty.

R2. In addition to any other payments provided for herein, Purchasers shall pay to the Seller, commencing March 1, 1987, and thenceforth with each monthly installment due herein, a sum equal to one-twelfth (1/12) of the last ascertainable real estate tax bill for the premises. The parties hereto acknowledge that the amount of such monthly payment shall, at the commencement hereof, be \$ 157.18. Seller shall, within fifteen (15) days after the due date for each installment of real estate taxes during the term hereof, provide Purchasers with satisfactory evidence of the payment of each such installment.

R3. The Closing herein shall take place February 9, 1987, or sooner by mutual agreement of the parties.

R4. Seller agrees to pay a brokerage commission in the amount of FIVE THOUSAND TWO HUNDRED FIFTY (\$5,250) DOLLARS. Such commission shall be payable, in full, at closing, and shall be paid THREE THOUSAND ONE HUNDRED FIFTY (\$3,150) DOLLARS to NAUGHTON REALTORS, INC., and TWO THOUSAND ONE HUNDRED (2,100) DOLLARS to TVR, INC.

R5. Notwithstanding anything to the contrary contained herein, Purchasers shall be entitled to take possession of the premises prior to closing provided they deliver to NAUGHTON REALTORS, INC., the entire balance of down payment enumerated in paragraph R1 B hereof. Purchasers shall pay to Seller, as and for their use and occupancy of the premises prior to closing the sum of TWENTY ONE (\$21.00) DOLLARS per day, which sum shall be paid to Seller at closing.

R6. Purchasers shall be entitled to transfer their right, title and interest in this Agreement to an Illinois land Trust to be formed by them, provided, however, in the event they do so, Purchasers

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shall, jointly and severally remain liable for and responsible to perform and comply with each and every term and provision of this Agreement.

R7. Purchasers' obligations contained herein are subject to and contingent upon their obtaining, at their sole expense, by January 31, 1987, a property inspection report indicating the property to be in condition acceptable to Purchasers in their sole discretion. In the event the Purchasers notify Seller by January 31, 1987, that the premises is not in acceptable condition and vacate the premises by such date, this Agreement shall be null and void and all monies delivered by Purchasers to NAUGHTON REALTORS, INC., shall be refunded thereto. In the event Purchasers do not so notify Seller, they shall be deemed to have accepted the premises in its existing condition.

R8. Notwithstanding anything to the contrary contained herein, Purchasers acknowledge and agree that the hazard insurance policy to be obtained by them prior to closing and maintained during the term hereof shall contain a contract Seller's clause in favor of Seller to the extent of her interest in the premises, shall insure the premises for not less than SIXTY FIVE THOUSAND (\$65,000) DOLLARS, shall provide property damage liability coverage of not less than THREE HUNDRED (\$300,000)\* DOLLARS and personal injury liability coverage of not less than FIVE HUNDRED\* (\$500,000) DOLLARS.

R9. Seller shall, at closing, deliver to THOMAS S. EISNER, as escrow agent for the mutual benefit of the parties hereto, a fully executed warranty deed conveying title to the premises to Purchasers. Purchasers shall deliver thereto a fully executed quit claim deed conveying title to the premises to Seller. Such deeds shall be held thereby pursuant to an escrow agreement to be executed, at closing, by the parties hereto.

\*THOUSAND

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A copy of such escrow agreement is attached hereto and, by this reference, made a part hereof.

R10. The parties hereto, for themselves, their heirs, successors, personal representatives and assigns, agree to be bound by this Rider and Installment Agreement for Warranty Deed.

R11. In the Event Seller fails to receive from Purchasers payment of any installment due herein within ten (10) days of the due date of such installment, such installment shall bear a late charge of five (5%) per cent of the delinquent amount.

R12. This Rider is, by this reference, incorporated into and made part of the Installment Agreement for Warranty Deed, dated January 28, 1987, by DOROTHY J. BODNAR, A WIDOW, (SELLER) and RAYMOND LAULESS and MARGARET M. LAULESS, HIS WIFE, (PURCHASERS).

R13. The Installment Agreement for Warranty Deed and this Rider contain the entire understanding between the parties hereto, supercede all previous negotiations, commitments and writings and can be altered or otherwise amended only by written instrument signed by the party or parties sought to be bound thereby.

CHICAGO TITLE AND TRUST COMPANY, as trustee,  
trust no. 1065844 dated March 18, 1975

DATED: January 29, 1987

BY Dorothy J. Bodnar  
DOROTHY J. BODNAR, Beneficiary

Ray Laless  
RAYMOND LAULESS

Margaret M. Laless  
MARGARET M. LAULESS

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