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INSTALLMENT CONTRACT dated February 28, 1987, between JESSE W. DENNIS and TRACEY DENNIS, his wife, Purchasers, and JOSEPH BAUER, Seller, of 2329 S. 12th Avenue, Broadview, Illinois 60153-4037.

1. The parties agree that if Purchasers shall first make the payments and perform Purchasers' covenants hereunder, Seller covenants and agrees to convey or cause to be conveyed to the Purchasers in fee simple, Seller's Warranty Deed and owner's duplicate Certificate of Title, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

The North 75 feet of Lot 97; the East 5 feet of the North 50 feet of Lot 98, in Broadview, a subdivision in Section 22, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.
P.I.N: 15-22-223-032-0000 *BAUER*

commonly known as: 2400 S. 9th Avenue, Broadview, IL, and Seller further agrees to furnish to Purchasers on or before February 1, 1992, at Seller's expense, a spotted plat of survey.

2. Purchasers hereby covenant and agree to pay to Seller at such place as Seller may designate in writing, and until such designation at: 2329 S. 12th Avenue, Broadview, IL 60153-4037, the price of Fifty-two thousand dollars (\$52,000.00).

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Fifty-two thousand dollars (\$52,000.00) will be paid with interest at the rate of 11% per annum amortized over twenty-five (25) years on the whole sum remaining from time to time paid in monthly installments of Five hundred nine dollars and sixty-six cents (\$509.66) beginning March 1, 1987, payable on the first day of each month thereafter with the final payment of all principal balance due no later than February 1, 1992.

3. Purchasers agree to pay to Seller on each monthly payment date an additional amount equal to 1/12th of the annual taxes levied against the premises (currently \$76.00 per month); 1/12th of the annual premiums for all insurance covering said premises (currently \$15.84 per month); all as estimated by the Seller. Seller is hereby authorized and directed to use monies collected under this paragraph for payment of taxes and insurance assessments or any charges and may pay in such amounts as are shown by Seller's own records or by bills issued by the proper authority or on the basis of any other information received by the Seller. In the event such monies are insufficient for the purpose, Purchasers shall pay the Seller upon demand the amount of such deficiency. If the amount demanded is not paid, Seller may at any time pay the whole or any part of such items from his own funds and any such payment shall constitute an advance on Purchasers' account and shall be added to the principal sum. Such advance shall bear interest from the date thereof. In the event that taxes, assessments or

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insurance premiums decrease, then Seller will return any rebate to the Purchasers.

4. Purchasers agree to pay a late charge of Twenty dollars (\$20.00) by the 10th of that month. Such late charge, if not paid, will be added to the principal balance of the Agreement and must be paid before Title is conveyed to Purchasers.

5. This Agreement may be paid or refinanced in full at any time without any prepayment penalty.

6. Purchasers agree to pay all utilities, including gas, electric and water bills for all service to the premises.

7. Possession of the premises shall be delivered to Purchasers on execution of this Agreement, provided that Purchasers are not then in default under this Agreement.

8. 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 and 1987 are to be pro-rated from January 1, 1987 to such date for delivery of possession and if the amount of such taxes is not then ascertainable, the pro-rating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further understood and agreed by the parties hereto that:

9. The conveyance to be made by Seller shall be expressly subject to the following:

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a. general taxes for the year 1986 and subsequent years and all taxes; assessments and special taxes levied after the date hereof.

b. the rights of all persons claiming by, through or under Purchasers.

c. easements of record.

d. building, building line and use and occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances.

e. roads, highways, streets and alleys, if any.

10. Purchasers 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 Purchasers fail to make any such repairs or suffer or commit 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 eleven percent (11%) per annum until paid.

11. Purchasers shall not suffer or permit any mechanic's lien or other lien to attach or to be against the premises which shall or may be superior to the rights of the Seller.

12. 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

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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.

13. Purchasers 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. Purchasers shall have the right to lease the premises or any part thereof for any purpose without Seller's written consent.

14. No right, title or interest, legal or equitable, in the premises or any part thereof, shall vest in Purchasers 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.

15. 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

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endorsed in writing on this Agreement and be signed by the parties hereto.

16. In case of the failure to make any of the payments, or any part thereof or perform any of Purchasers' covenants hereunder, this Agreement shall, at the option of the Seller, be forfeited and determined, and Purchasers 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.

17. In the event this Agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchasers 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.

18. 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 Purchasers shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchasers therefore or for any party thereof.

19. Upon Purchasers' default hereunder, Purchasers shall pay to Seller any costs and expenses, including attorney's fees, incurred by Seller in any action or

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proceeding to which Seller may be made a party by reason of the default and Purchasers will pay to Seller all costs and expenses and attorney's fees incurred by Seller in enforcing any of the covenants and provisions of this Agreement incurred in any action brought by Seller against Purchasers on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and from a part of any judgment entered in any proceedings brought by Seller against Purchasers on or under this Agreement.

20. 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.

21. Purchasers hereby irrevocably constitute any attorney of any Court of record, in Purchasers' name, on default by Purchasers of any of the covenants and agreements herein, to enter Purchasers' appearance in any Court of record, waive process and service thereof and trial by jury, 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 errors and right of appeal from such judgment or judgments; Purchasers hereby expressly waiving

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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 "Purchasers" the power and authority in this paragraph given is given by such persons jointly and severally.

22. 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.

23. Provided no policy of insurance will be rendered invalid or unenforcible hereby, each of the parties waives any claim against the other for damages caused by fire or other casualty or vandalism and waive for themselves and their insurers all rights of subrogation under said policies. Additional and irrespective of any insurance, Purchasers waive and release Seller of and from any liability or claims arising out of any damages to persons or property from any cause whatsoever other than the acts of gross negligence of Seller or their agents.

24. Seller warrants that he has received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected. Purchasers agree to repair, replace or correct any and all violations of governmental zoning, building, fire and health codes for which notice may be received after the date of

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closing, and shall hold the Seller harmless from any and all obligations which may be due thereunder.

25. This Agreement shall inure to the benefit of and be binding on the parties hereto, their respective legal representatives, successors and permitted assigns.

26. The Seller shall be required to give five (5) days written notice to the Purchasers concerning any alleged violation of the covenants herein and Purchasers shall have twenty-five (25) days from receipt of said notice to cure said violation before Purchasers shall be deemed in default.

27. Should the Seller be found by a Court of competent jurisdiction to be in violation of the covenants and provisions of this Agreement, the Seller shall pay to Purchasers all of the Purchasers' costs and expenses, including attorney's fees, incurred by the Purchasers in enforcing any of the covenants and provisions of this Agreement, and all such costs, expenses and attorney's fees may be included in and for a part of any judgment entered in any proceeding brought by the Purchasers against the Seller for the Seller's violation of this Agreement.

28. Notwithstanding any provision contained in this Agreement the duty to actually pay the general real estate taxes and all assessments shall rest with the Seller, and the Seller shall produce a paid receipt for same at the request of the Purchasers. Seller shall pay the costs, expenses, and penalties incurred by Purchasers or otherwise for his failure to make said payments.

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20 :01 28 FEB 1987

DATED THIS 28 DAY OF Feb., 1987.

[Signature]
SELLER

Jesse W. Dennis
PURCHASER

Tracey L. Dennis
PURCHASER

Signed and Sworn to before me this
28 day of Feb., 1987.

[Signature]
Notary Public

OFFICIAL SEAL
JAMES E. NULLEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMM. EXP. AUG 25, 1990

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