

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

UNOFFICIAL COPY

AGREEMENT, made this 12TH day of JUNE, 1987, between
MILLIE CUCULICH, individually and as Executor of the Last Will and Testament of
ELMER W. McLAUGHLIN, Deceased, Seller, and

MARY METZGER 10701 South Talman Avenue, Chicago, Illinois 60655, 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 _____ or assignees _____ recordable
Executor's and individual claim _____ recordable
~~and State of Illinois~~ with ~~walkover of homestead subject to the matters hereinafter specified, the premises situated in the County of~~
~~COOK~~ and State of Illinois described as follows:

Lot 5 in Block 24 in O. Reuter's and Company's First Addition to
Morgan Park Manor a Subdivision of Blocks 1, 2, 7 and 8 in the Subdivision of the
West Half of the South East Quarter of Section 13, Township 37 North, Range 13
East of the Third Principal Meridian (Except the South 240 feet of the West Half
of Block 2 and the North 120 feet of said Block 2 in Chicago) in Cook County,
Illinois;

PERMANENT TAX NUMBER: 24-13-403-001, *DCC 87*
ADDRESS OF PROPERTY: 10701 South Talman Avenue - Chicago, Illinois 60655;

and Seller further agrees to furnish to Purchaser on or before May 15, 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
CHICAGO TITLE INSURANCE COMPANY, (b) ~~certificate of title issued by the Register of Titles of Cook County~~
~~Illinois (except where held by the Shriners Hospitals for Crippled Children in the manner following, to-wit:~~ 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 the office of SHRINERS HOSPITALS FOR CRIPPLED
CHILDREN - Office of General Counsel - Attn: Jay Fleisher, Esq., Associate Counsel at
P. O. Box 25356 - Tampa, Florida 33622,

~~with interest added at the rate of xxxxxxxx PRESENT PRINCIPAL PAYABLE~~
~~on date when xxxxxxxx record is made in Cook County, Illinois~~
~~in the manner following, to-wit:~~
/ \$72,000.00 less the sum of 5150 45, which has been paid by the Purchaser, und
the price of / Lease dated July 31, 1986 by and between the parties:
~~in the manner following, to-wit:~~

The sum of THREE HUNDRED AND NO/100ths (\$300.00) DOLLARS, per month, on the First
day of June, 1987 and continue at the rate of THREE HUNDRED AND NO/100ths (\$300.00) DOLLARS
per month and each month thereafter for a period of TWENTY (20) years, without interest.
Purchaser to be given credit for payments made under Lease dated July 31, 1986,

Possession of the premises shall be delivered to Purchaser on July 31, 1986,

, 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. Tax proration, to date of closing on Articles of Agreement

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) 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 10% 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, which
consent would not be unreasonably withheld.

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).

Received on within Agreement

the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
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RECORDED RETURN TO: RECORDER
KZN PUTLARK 4718 SOUTH PULASKI
CHICAGO 60632

22. Seller shall deposit upon execution of this Agreement, Recitor's Deed and her individual quitclaim Deed in escrow with the CHICAGO TITLE AND TRUST COMPANY to be delivered to Purchaser upon completion and full payment under for marketability deed.

MILITIE CUCUTICCHI, Individuality and
EX-ONE OF THE LAST WILL AND
TESTAMENT OF ELMER W. MCLAUGHLIN,
Decedee
(SEAL) *Elmer W. McLaughlin*
(SEAL) *Elmer W. McLaughlin*
(SEAL) *Elmer W. McLaughlin*
(SEAL) *Elmer W. McLaughlin*

17. It shall be more than one year from the date of execution of this agreement until the date of payment of the principal amount of the note, unless otherwise provided in the note.
18. All notes and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at Seller's address, except as otherwise provided in the note, 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 be deemed to have been breached if payment is delayed beyond the date specified in the note.
20. Seller warrants to Purchaser that no notice, executive, administrative 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 spouse 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 the remainder of such provision or the remaining provisions of this agreement. SEE BELOW.

Seller agrees that if any other remedy fails to provide the Plaintiff with full compensation for any loss or damage suffered by Plaintiff, Seller shall pay Plaintiff the amount of such loss or damage, plus interest thereon at the rate of six percent (6%) per annum, from the date of the filing of the action until payment in full.