

AGREEMENT, made this 31 day of December, 1986, between

First National Bank of Cicero as Trustee under Trust #3241, Seller, and as joint

Jose Juan Martinez and Francesca Martinez, his wife, tenants, 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 Trustee recordable warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 8 in Block 1 in S. Delamater's Subdivision of the North 430 feet of the East half of the North East quarter of the South West quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

FBOPJ.

Tax # 13-35-306-003

3619 W. ARMISTAVE CHICAGO IL

and Seller further agrees to furnish to Purchaser on or before December 31, 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 Cook County, Illinois, (b) ~~merchamtable abstract of title~~, (c) ~~certificate of title issued by the Registrar of Titles of~~ 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

the price of Forty-nine Thousand (\$49,000.00) Dollars in the manner following, to-wit: Eight Thousand (\$8,000.00) upon the signing of this agreement and the balance of \$41,000.00 in installments of \$551.00 or more commencing on February 1, 1987, and \$565.00 or more on each and every month thereafter, until fully paid.

with interest at the rate of ~~per cent per annum~~ payable on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on December 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.

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 12 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).

Land Title Co

2-401384-C4

87357334

UNOFFICIAL COPY

Received on within Agreement the following sums

DATE INTEREST PRINCIPAL RECEIVED BY:

Handwritten notes at the top of the page, including a signature and date.

LAW OFFICES OF OSVALDO A. HERNANDEZ RECORDERS OFFICE BOX 157

Handwritten signature and initials in the center of the page.

Trust Officer signature and name: Trust Officer [Signature]

Main body of the document containing numbered clauses 8 through 20, detailing terms of the agreement, including payment terms, warranties, and legal notices.

GEORGE E. COLE LEGAL FORMS

Vertical stamp or reference number on the left margin.

UNOFFICIAL COPY

8 7 3 5 7 3 3 4

RIDER ATTACHED TO AND MADE A PART
OF THE CONTRACT DATED DECEMBER , 1986
BETWEEN FIRST NATIONAL BANK OF CICERO AS TRUSTEE
UNDER TRUST NO. 3241 AND JOSE JUAN MARTINEZ AND
FRANCESCA MARTINEZ, HIS WIFE

The monthly payment of \$565.00 shall first be applied to interest at the rate of 11% per annum payable monthly on the unpaid principal balance and the remainder to principal remaining from time to time unpaid. The purchaser shall also deposit with the seller, in addition to the monthly payment, 1/12th of the annual real estate taxes and 1/12th of the annual insurance premium.

This Agreement is executed by the undersigned, FIRST NATIONAL BANK OF CICERO, not individually by solely as Trustee, as aforesaid, and said trust agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any

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Property of Cook County Clerk's Office

LAW OFFICES
OF
OSVALDO A. HERNANDEZ
RECORDERS OFFICE
BOX 157

LAW OFFICES
OF
OSVALDO A. HERNANDEZ
RECORDERS OFFICE
BOX 157

UNOFFICIAL COPY

8 7 3 5 7 3 3 4

time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of Title Holder including those as to title, are those of Title Holder's beneficiaries only. Any and all personal liability of FIRST NATIONAL BANK OF CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns. It is further expressly understood that the Title Holder may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchasers hereunder provided, however, that said Trustee's Deed shall be subject to this Agreement and upon such a conveyance the Title Holder's liability hereunder shall cease and determine.

PURCHASERS:

Jacqueline Martinez
Francisco Martinez

FIRST NATIONAL BANK OF CICERO
 as Trustee Under Trust #3241

First National Bank of Cicero is Trustee

U/T/A dated 11/17/71 a/k/a Trust # 3241

By: *Alma J. Rivera*

Trust Officer

By: _____

Trust Officer

Alma J. Rivera

This Document is signed by The First National Bank of Cicero, not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 3241. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which result from the signing of this document shall be payable out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of The First National Bank of Cicero is hereby expressly waived by the parties hereto and their respective successors and assigns.

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(13) JIAM 00 31

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LAW OFFICES
OF
OSVALDO A. HERNANDEZ
RECORDERS OFFICE
BOX 157,

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OF
OSVALDO A. HERNANDEZ
RECORDERS OFFICE
BOX 157

DEPT-01 RECORDING \$15.36
T#0222 TRAN 1691 06/30/87 11.06.00
#5962 # C * -07-357334
COOK COUNTY RECORDER

LAW OFFICES
OF
OSVALDO A. HERNANDEZ
RECORDERS OFFICE
BOX 157

15⁰⁰ MAIL