

AGREEMENT made this 1st day of October 1995 between  
Ardnas Building Corporation Seller, and  
Born Again Church of God Pentecostal and Gamut Foundation, Inc. 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 Quit Claim recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook Illinois as follows:

Legal description to be entered on the reverse side.  
Commonly known as 4524-26 S. Michigan Ave  
Chicago IL 60653  
20-03 313-028 also  
20-03 313-029

and Seller further agrees to furnish to Purchaser on or before September 30 1999 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 & Trust (b) certificate of title issued by the Registrar of Deeds of Cook County, Illinois, (c) ~~title insurance policy~~ showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph (d). 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 Seller at office

as directed - 32 W Randolph Suite 1800 Chicago 60601

the price of Forty Five Thousand (\$45,000.00) "AS IS"  
Dollars in the manner following, to-wit: Five Thousand \$5,000.00 down and the BALANCE OF \$40,000.00 payable monthly in installments of \$450.00 or more until paid in full

with interest at the rate of 10.2% per cent per annum payable monthly on the whole sum remaining from time to time unpaid.  
Possession of the premises shall be delivered to Purchaser on date of closing

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

Rents, water taxes, insurance premiums and other similar items are to be adjusted paid by purchaser herefor delivery of possession of the premises. General taxes for the year 1993 are to be paid by purchaser to such date for 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 1993 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; (g) also purchaser agrees to correct all code violations

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 shall 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 in 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 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 on 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 no such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest in or to the premises, but shall render this contract null and void, at the election of Seller, and Purchaser will not be a tenant of the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No title insurance interest, beneficial or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed of record by Seller, and the full payment of the purchase price at the time and in the manner herein provided.

8. No extension, change, modification or amendment in or of the 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 enclosed in writing on the 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, in 5 companies to be approved by Seller in an amount of \$100,000 equal to the sum remaining unpaid hereunder, which insurance, together with, and additional or substituted insurance, shall require all payment of loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

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UNOFFICIAL COPY

Purchaser fails to pay... Seller may effect... purchase price... 12% per centum per annum until paid.

12. In the event of the nature of Purchaser to make any of the payments... or perform any of Purchaser's... this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all...

13. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by... this agreement shall be null and void and be so conclusively determined by the filing...

14. In the event of the termination of this agreement by... all improvements, whether... 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.

15. 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 expense, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement...

16. 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.

17. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by 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.

18. 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.

19. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at Address to be supplied at closing or to Purchaser at 4524 S. Michigan Avenue Chicago, IL 60653, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

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.

21. 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.

22. 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

Seller-- x Krdnes Corporation  
Hope J. Kelle, Atty-in-fact (SEAL)  
Purchaser-- Jimmy L. Heath, Pastor (BACP) (SEAL)  
x Jimmy L. Heath (SEAL)  
Purchaser x MARRIE P. JENKINS, Treasurer (SEAL)  
Maggie P. Jenkins, GEF, Inc

Parcel 1: Lots 1 & 2 in Blk 2 in Winston's Sub. of the S. 34 Acres of the W 1/2 of the SW 1/4, 3-38N-14 Per tx # 20-03-313-029 All E.O.G.

Parcel 2: Lot 20 in B.F. Smith's Add. to Hyde Pk in the W 1/2 of the SW 1/4 of 3-38N-14 East of the 3rd p.m. in Cook County Illinois Per. tx # 20-03-313-028.

E 00 87380528

WILL CALL

WILL CALL

12 11 87

Received on within Agreement the following sums

Table with columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. Includes stamps: DEPT-01, TRAM 3189 07/10/87 11:10:00, 87-380528, COOK COUNTY RECORDER, LEGAL FORMS.

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LEGAL FORMS