

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 20TH day of JUNE, 1987, between
FURSAN K. AZIZIEH and JUSTINE E. AZIZIEH, his Wife, Seller, and

JOHN J. WRZESINSKI, 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:

Lot 48 in Block 2 in A. H. Hill Company's Northwestern Elevated
Railroad Addition Being a Subdivision of the North 1/2 of the
South West 1/4 of the North East 1/4 of Section 14, Township 40
North, Range 13 East of the Third Principal Meridian, in
Cook County, Illinois

Permanent Real Estate (Index Number(s)): 13-14-215-001 AGO
Address(es) of premises: 4559 North St. Louis, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before July 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
ATTORNEYS' TITLE GUARANTY FUND, INC., (b) certificate of title issued by the Registrar of Titles of Cook County,
Illinois, (c) merchantable abstract of 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 Lender.

the price of THIRTY THOUSAND AND NO/100 (\$30,000.00)
Dollars in the manner following, to-wit: \$1,000.00 paid as earnest money; \$5,000.00 plus or minus
prorations, at closing; the balance of \$22,000.00 shall be payable in equal monthly
installments of \$223.14 including interest of 9% per annum on the unpaid balance,
beginning August 1, 1987, and ending with payment of the entire balance then due,
on July 1, 1992.

with interest at the rate of 9% 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 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 pro rata as of the date provided herein for
delivery of possession of the premises. General taxes for the year 1987 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.

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.

THIS INSTRUMENT WAS PREPARED BY IGNAZ KRATZ

*Strike out all but one of the clauses (a), (b) and (c).

29 S. La Salle, Chicago, ILL.

57383670

Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

UNOFFICIAL COPY

0198888-28

\$16.00 MAIL

GEORGE E. COLE
LEGAL FORMS

Sealed and Delivered in the presence of

(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

year first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and

the remaining provisions of this agreement, ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be

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

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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at _____ or to the last known address of either party, shall be sufficient service hereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

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.

16. 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 cost of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgment of 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.

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.

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, 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.

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.

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.

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.

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 12% 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.

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 12% 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.

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 12% per cent per annum until paid.

PROPERTY OF THE COUNTY OF...
BOOK COUNTY RECORDER
1998 JAN 08 09 17/17 07 07 12 18
1998 JAN 08 09 17/17 07 07 12 18

UNOFFICIAL COPY 8 7 3 3 3 6 / 0

R I D E R

THIS RIDER made and entered this 20TH day of JUNE, 1987, by and between FURSAN K. AZIZIEH and JUSTINE E. AZIZIEH, his wife, hereinafter collectively referred to as Sellers, and JOHN J. WRZESINSKI, Purchaser, attached to and made a part of a certain Installment Agreement for Warranty Deed dated JUNE 20, 1987, WITNESSETH AS FOLLOWS:

1. Purchaser shall have the right to prepay any part or all of any balance due under said Installment Agreement for Warranty Deed without interest penalty.

2. In the event the subject premises are sold by Purchaser, the entire principal balance then due the Sellers shall become immediately due and payable, and shall be paid in full.

3. In addition to the agreed installment of principal and interest, as provided in said Installment Agreement for Warranty Deed to which this Rider is attached, Purchaser shall deposit with the Sellers on the day each installment payment is due, until the purchase price is paid in full, a sum equal to 1/12th of the yearly real estate taxes, and a sum equal to 1/12th of the last annual insurance premium, all as reasonably estimated to provide for the full payment of such charges one month prior to their each becoming due and payable. In addition, Purchaser will purchase his own Contract Purchaser's Building Insurance showing the Sellers as additional insureds and will provide proof of such insurance at time of closing and throughout the time this Contract is in effect. Failure to make the deposits required hereunder shall constitute a breach of the Agreement to which this Rider is attached.

(a) Sellers are hereby authorized and directed to use the funds for the payment of said taxes and insurance premiums. Sellers shall give the Purchaser an annual accounting of all such funds deposited and disbursed, including evidence of paid receipts for the amounts disbursed. The funds are hereby pledged as additional security to the Sellers for the periodic payments and the unpaid balance of the purchase price.

(b) If the amount of the funds together with the future periodic deposits of such funds payable prior to the date of the aforesaid charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall first be applied to cure any breach in the performance of the Purchaser's covenants or agreements hereunder of which Sellers have given written notice to Purchaser, and, second, at Purchaser's option, as a cash refund to Purchaser or a credit toward Purchaser's future obligation hereunder. If the amount of the funds held by Sellers shall not be sufficient to pay all such charges as herein provided, Purchaser shall pay to Sellers any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Sellers to Purchaser requesting payment thereof.

(c) Sellers may not charge for so holding and applying the funds, analyzing said account, or verifying or compiling said bills, nor shall Purchaser be entitled to interest or earnings on the funds. Upon payment in full of all sums due hereunder, Sellers shall promptly refund to Purchaser any funds held by Sellers.

57383670

4. The amount due the Purchaser as proration for 1986-1987 real estate taxes shall be retained by Sellers in an escrow to be applied toward the payment of said taxes when bills are issued. Sellers agree their share of the 1987 taxes will be based on the number of days between January 1, 1987 and the date of closing.

5. In consideration of the Sellers furnishing a Contract Purchaser's Title Insurance Policy in the amount of the purchase price, it is expressly agreed that any continuation of title subsequent to the date hereof shall be at the expense of Purchaser.

6. The monthly payments due hereunder shall be paid no later than the fifteenth (15th) day of the month in which such monthly payment is due. In the event a payment is received by Sellers on a day later than above specified, the Purchaser shall pay a late charge to Sellers in the amount of \$100.00.

7. In cases of loss or damage to the subject premises, any insurance proceeds to which either or both of the parties hereto shall be entitled, shall be used at the option of the Purchaser to:

(a) if the insurance proceeds are sufficient to fully reconstruct or restore the premises, or any improvements thereon, Purchaser may elect to pay for the restoration or reconstruction of such damaged or lost improvements; or,

(b) in the event the insurance proceeds may be sufficient to fully restore the premises or any improvements thereon Purchaser may elect to pay the Sellers the remaining balance due under the Installment Agreement for Warranty Deed and elect not to make any improvements or restoration or reconstruction; or

(c) in the event the insurance proceeds are not sufficient to fully reconstruct or restore the premises then, at Purchaser's option, Purchaser may add to the insurance proceeds any amount sufficient to pay the cost of fully reconstructing or restoring the required improvements and in the absence of Purchaser's election to pay the difference between the cost of reconstruction or restoration of the required improvements, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.

8. 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 Sellers. It is not the intention of the parties hereto that the Sellers be divested of any right, title, or interest, legal or equitable, prior to delivery of deed.

9. Possession of the premises shall be delivered to Purchaser at closing, unless otherwise agreed in writing. Real estate taxes, insurance premiums, rents, if any, and other similar items are to be adjusted pro rata as of the date of possession. Purchaser shall receive a credit at closing for current general taxes not yet paid and Sellers shall receive a like credit as a reserve for the payment of taxes. Said reserve shall be increased by all tax payments made by Purchaser and decreased by all tax payments made by Sellers to the office of the County Collector, and the balance in the reserve is to be directed to the Purchaser at the time of final payment.

57383670

10. In addition to, and notwithstanding any of the provisions contained in the paragraphs of the Installment Agreement for Warranty Deed to which this Rider is attached, the parties agree as follows:

(a) If Purchaser defaults by failing to pay when due any single installment or payment when required to be made to Sellers under the terms of this Agreement and such default is not cured within seven (7) days of written notice to Purchaser, or defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within seven (7) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Sellers may treat such default as a breach of this Agreement and Sellers shall have one or more of the following remedies in addition to all other rights and remedies provided by law or in equity:

(1) maintain an action for any unpaid installment;

(2) declare the entire balance due and maintain an action for such amount;

(3) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act subject to the rights of Purchaser to reinstate as provided in said Act.

(b) As additional security in the event of default, Purchaser assigns to Sellers all unpaid rents, and all rents which accrue after such default, and in conjunction with any one of them, Sellers may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance or liens, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become due and payable by Purchaser to Sellers.

11. Sellers reserve the right to keep a mortgage against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Purchaser may have in the premises. No such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement, or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage in any way restrict the right of prepayment given to Purchaser under this Agreement.

In the event Sellers shall fail to make any payment on the indebtedness secured by the prior mortgage or shall suffer or permit there to be any other breach or default in the terms of the indebtedness or prior mortgage, Purchaser shall have the right, but not the obligation, to make such payment or cure such default and to offset the amount so paid or expended from the balance of the purchase price or from the installment payments to be made under this Agreement.

UNOFFICIAL COPY 8738370 / 0

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals to this Rider on the date above written.

SELLERS:

PURCHASER:

Fursan E. Azizieh

FURSAN E. AZIZIEH

John J. Wrzesinski

JOHN J. WRZESINSKI

Justine E. Azizieh

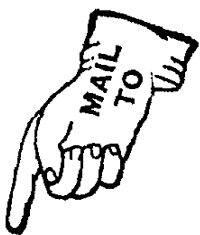
JUSTINE E. AZIZIEH

Property of Cook County Clerk's Office

87383570

UNOFFICIAL COPY

Property of Cook County Clerk's Office



MAIL TO

IGNAZ KRATZ
29 S. La Salle
Chicago, ILLINOIS 60603