EORGE E. COLI LEGAL FORMS

(ILLINOIS) AGREEMENT, made this 19TH day of September
LA SALLE NATIONAL BANK u/t/n 10-19710-08 and LEO KUBOWITSCH and 59436001 mcco IRMGARD KUBOWITSCH, his Wife WILLIAM ZBIGNIEW AUGUSTINIAK, THOMAS WOZNIAK, WALTER MAZUR and ANTHONY DZIATKO M. W | 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 LEGELA GEEd, 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 43 and Lot 42 (except the west 2 feet thereof) in Block 7 in Gross Milwaukee Avenue Addition to Chicago, being a subdivision in the west 1/2 of the northwest 1/4 of Section 22. Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with all vacated streets and alleys adjacent to said real estate. Permanent Real Estate Index Number(s): 13-22-123-036; 13-22-123-043 4716 West Addison Street, Chicago, Illinois Address(es) of premises: and Seller further agrees of furnish to Purchaser on or before October 1 .19 88 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 Operanty Fund, Inc. (b) CHRITIATURE REPRESENTATION OF THE PROPERTY OF THE PROPE . 19-88 . at Seller's expense History to meretamental and a constant and showing merchantable title in Seller on the date hereof, subject only to the matters a specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from a time to time designate in writing, and until such designation at the office of Lender (ALSO SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF) month; \$10,500.00 at closing; \$15,700.00 plus interest of 9% per annum on April 1, 1989;

the balance of \$87,000.00 in equal installments of \$713.11 per month including interest of 9% per annum, beginning October 1, 1988 and ending with payment of the entire balance then due on April 1, 1989, subject to Paragraph 14 of Rider. with interest at the rate of \_\_\_\_9Z\_\_ per cent per annum p ivable \_\_monthly \_\_\_\_ on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser of

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

initial closing

Rents, water taxes, insurance premiums and other similar items are it by adjusted pro rata as of the date provided herein 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 1988 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) (wilding, 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;

(THIS INSTRUMENT PREPARED BY IGNAZ KRATZ, 24 S.La Sille, Chicago, ILL

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of specie to examents 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 neith a 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 147 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, or all 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 yest 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

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 unplid herounder, 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 claise and the 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.

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CHICAGURE

GEORGE E. COLE following LEGAL FORMS PHINCIPAL sums RECEIVED WALTER MAZUR (SEVT) HOZNIVK (SEVI) SRIC MITTIM IBMCVED KOBOMIIZKE (SEVT) (SEVI) PURCHASERS (SEAL) texped times (JABS) (JA32) 10-19/10-08, and not personally CALLE NATIONAL BANK u/t/n Sealed and Delivered in the presence of year first above written. IN WITNESS WHEREOF, the parties to this agreement have her curto set their hands and seals in duplicate, the day and the remaining provisions of this agreement. 21. It any provision of this agreement shall be prohibited by or invalidating or affecting the remainder of such provision or invalidating or affecting the remainder of such provision or 20. Seller warrages to Purchaser that no notice from a sy 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. 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, executo s, "dministrators and assigns of the respective parties. Purchaser at 6928 31st Breet, Cic 120, 1111nois 6655, of to the last known address of either party, shall be sufficient service the control of either party, shall be sufficient service to any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. 18. All notices and demands he eu der shall be in writing. The mailing of a notice or demand by registered mail to Seller at LEO KUBUWITSCII 4536 A. MULLISAN, CHICALO 60630 or to 17. If there be more than ore person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and propount associated therewith, although expressed in the singular, shall be read and construed as a propount as a second construct as a second in this paragraph given is given by such persons jointly and severally lo. Purchaser of any irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any ocutr of record, in Purchaser's name, on default by Purchaser of any ocutr of record, waive process and service thereof any court of record, waive process and service thereof and service thereof and against Purchaser in favor of Seller, or Seller's assigns, for such sun as may be due, together with the cests of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgment or judgment or judgment or jurchaser hereby expressly waiving all right to any notice or demand under any statute in this State judgment or jud 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 cequity, 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 and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such a society 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 untinished, 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 declated 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.

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 austained, 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 purchase price immediately due and payable to Seller, with interest at 165 per cent per annum until paid.

by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County

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#### RIDER

THIS RIDER made and entered into this 19th day of September , 1988, by and between LA SALLE NATIONAL BANK with 10-19710-08 and LEO KUBOWITSCH, hereinafter collectively referred to as Seller, and WILLIAM ZBIGNIEW AUGUSTINIAK, THOMAS WOZNIAK, WALTER MAZUR and ANTHONY BEINTRO, Purchasers, attached to and made a part of a certain Installment Agreement for Min way witnesseth as FOLLOWS:

- Purchasers shall have the right to prepay any part or all of any balance due under said Installment Agreement for Trustee's Deed without interest penalty.
- 2. In the event the subject premises are sold by Purchasers, the entire principal balance then due the Seller 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 Trustee's Deed to which this Rider is attached, Purchasers shall deposit with the Seller on the day each installment payment is due, until the purchase price in paid in full, a sum equal to 1/12th of the yearly real estate takes, 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, Purchasers will purchase their own Contract Purchasers' Building Insurance showing the Seller as additional insured 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) Seller is hereby authorized and directed to use the funds for the payment of said taxe, and insurance premiums. Seller shall give the Purchasers 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 Seller 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 Purchasers' covenants or agreements hereunder of which Seller has given written notice to Purchasers, and second, at Purchasers' oction, as a cash refund to Purchasers, or a credit toward Purchasers' future obligation hereunder. If the amount of the funds held by the Seller shall not be sufficient to pay all such charges as herein provided, Purchasers shall pay to Seller any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Seller to Purchasers requesting payment thereof.
- (c) Seller may not charge for so holding and applying the funds, analyzing said account, or verifying or compiling said bills, nor shall Purchasers be entitled to interest or earnings of the funds. Upon payment in full of all sums hereunder, Seller shall promptly refund to Purchasers any funds held by Seller.

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- 4. The amount due the Purchasers as proration for 1988 real estate taxes shall be retained by the Seller in an escrow to be applied toward the payment of said taxes when bills are issued.
- 5. In consideration of the Seller furnishing a Contract Purchasers' 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 Purchasers.
- 6. The monthly payments due hereunder shall be paid no later than the 15th day of the month in which such monthly payment is due. In the event a payment is received by Seiler on a day later than above specified, the Purchasers shall pay a late charge to Seller in the amount of \$75.00.
- 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 Purchasers to:
- (a) if the insurance proceeds are sufficient to fully reconstruct or restore the premises or any improvements thereon, Purchasers may elect to pay for the reconstruction or restoration 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, Purchasers may elect to pay the Seller the remaining balance due under the Inscallment Agreement for Trustee's 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 Purchasers' option, Purchasers 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 Purchasers' election to pay the difference between the cost of reconstruction or restoration of the recoired 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 Purchasers until the delivery of the deed aforesaid by Seller. It is not the intention of the parties hereto that the Seller be divested of any right, title or interest, legal or equitable, prior to the delivery of the deed.
- 9. In case of the failure of Purchasers 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. In the event this Agreement shall be declared null and void by the 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 he so conclusively determined by the filing by Seller of a written declaration of forfeiture in the Recorder of Deed's Office in Cook County, Illinois; provided, however, that Seller shall first specify in writing, to be mailed by Certified Mail, Return Receipt Requested, the alleged default which if not cured within fourteen (14) days of Purchasers' receipt of such notice, may at Seller's option result in a declaration of

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forfeiture as provided in Chapter 57 (Forcible Entry and Detainer) of the Illinois Revised Statutes. No declaration of forfeiture shall be made unless and until such default remains undured following the expiration of said fourteen (14) day period. The remedy of forfeiture herein given to the 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 remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

- 10. Possession of the premises shall be delivered to Purchasers at initial 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. Purchasers shall receive a credit at closing for current general taxes not yet paid and Seller shall receive a like credit as a reserve for the payment of taxes. Said reserve shall be increased by all tax payments made by Purchasers and decreased by all tax rayments made by Seller to the Office of the County Collector, and the balance in the reserve is to be directed to the Purchasers at the time of final payment.
- Il. As additional security in the event of default, Purchasers assign to Seller all unpaid rents, and all rents which accrue after such default, and in conjunction with any of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.
- 12. If the default is based upon the failure to pay taxes, assessments, insurance or lines, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become due and payable by Purchasers to Seller.
- 13. The filing of a mechanic's lien against the Purchasers and the subject premises shall not be a default on the part of the Purchasers under this Agreement. Purchasers may contest, settle with the lienholder, or otherwish dispose of the lien. However, Purchasers hereby agree to hold Seller harmless and indemnify Seller for any loss Seller may systain in the disposition of such lien.
- 14. On April 1, 1989, at the final closing, the Purchasers shall pay to Seller the sum of \$15,000.00 with interest of 9% per annum from date of closing to April 1, 1989. Further, on April 1, 1989, Seller shall deliver to Purchasers Seller's recordable executed Trustee's Deed and transfer tax diclarations; Purchasers shall deliver to Seller their executed installment note in the amount of \$87,600.00, payable to Seller in withly installments of \$713.11 per month, including interest, of 9% per annum, amortized over a period of 2% years, secured by a trustee's deed of even date. The note and trust deed shall be on Chicago Title and Trust Company Form 7, and shall further give Purchasers unlimited prepayment privileges, and provide for monthly tax and insurance escrow deposits to Seller of 1/12th the amount of the last tax bill, and 1/12th of the last annual insurance premium, and provide for the balance to be immediately due Seller, on Purchasers' sale of the subject property. Any part of the \$87,000.00 paid under this Installment Agreement shall be deducted from the balance due under the note.
- 15. At the initial closing Seller's Attorney shall hold in escrow an executed Direction for Trustee's Deed and Purchaser's Attorney shall hold in escrow the executed Installment Note and Trustee's Deed referred in paragraph 14 above.

# **UNOFFICIAL COPY**

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

**SELLERS:** 

**PURCHASERS:** 

country or considerate that the pain weren they bear a LA SALLE NATIONAL BANK u/t/n 10-19710-08, and not personally

IRMGARD KUBCATTSCH

Or Coot County Clark's Office

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報節目的 #~88~436001

CONTACTOR

### **UNOFFICIAL COPY**

GNAZ KRATZ 2905 La Salle Street CHICAGO, TLLINOIS 60603

This Contract/is executed by LA SALLE MATIGNAL SAME, not personally but as Trustee under Trust Bo. 10-19710-08 as eforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said Continue Contained shall be construed to creating any liability on said Trustee personally to pay any indebtedness accrows thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such E liability, if any, being expressly waived by said purchaser and by every person now or hereefter claiming any right or security thereunder) and that so far as said trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or en-Eforcement thereof, it being understood that said Trustee merely holds legal title to > the premises described therein and has no-control over the management thereof or the income therefrom, and has no knowledge respecting rentals, lesses or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust.

The Trustee does not warrant or Defend title.