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AGREEMENT, made this 5th day of September-October 1988, between James A. Garner and Flossie H. Garner, his wife, Seller, and

Lottie White, formerly Lottie Hill, and Clarence White, her husband, 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 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 9 in Sexton's Subdivision of the South East 1/4 of Block 3 in Norton's Subdivision of the Northeast 1/4 of the North East 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian. Also the North 3 feet of Lots 1 and 2 in Resubdivision of Lots 10, 11, and 12 in Sexton's Subdivision of the South East 1/4 of Block 3 in Norton's Subdivision of the North East 1/4 of the North East 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 20-27-213-041

Address(es) of premises: 7250 S. Langley Ave., Chicago, Ill.

and Seller further agrees to furnish to Purchaser on or before October 5, 1988, at Seller's expense, the following evidence of title to the premises: [scribbled out text] 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 Seller home

P. O. Box 411, Union Pier, Michigan 49125

the price of Eighty-three thousand (\$83,000.00) Dollars in the manner following, to-wit: Thirteen thousand (\$13,000.00) on October 5th, 1988 and the balance of Seventy thousand (\$70,000.00) Dollars, payable \$730.96 monthly commencing on November 5th, 1988 and monthly thereafter for 178 months succeeding with a final payment if not sooner paid on October 5th, 2003

included with interest at the rate of 9-1/2 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 October 5th, 1988

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 1988 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. Pro-rations shall be credited against the purchase price.

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) 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;

See Rider attached hereto and made a part hereof.

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 10-1/2 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.

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

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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
10/5/88		1000.00	DATE 70000.00
10/5/88		519.73	DATE 24,400.27

1998 OCT -6 PM 1:22

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GEORGE E. COLE LEGAL FORMS

Property

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

Sealed and Delivered in the presence of _____

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.
 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 or affecting the remainder of such provision or principal or his agent within 10 years of the date of execution of this contract.
 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 executor, administrator, assignor, administrator, executor, administrator, assignor and assigns of the respective parties.
 19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be given or made on the date of mailing.
 Purchaser at 7250 S. Langley Ave., Chicago, Illinois 60619, or to the last known address of either party, shall be sufficient service of notice. 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 hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at P. O. Box 411, Union Pier, Michigan 49129, or to the last known address of Seller at _____, or to _____, 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 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 in this paragraph given is given by such persons jointly and severally.
 15. The remedy of forfeiture hereunder 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 and expenses, including attorney's fees, incurred by Seller against Purchaser on account of the provisions hereof, and all such 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 he 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 10-1/2 percent per annum until paid.

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Schedule of Rents and Security Deposits
7250 S. Langley Ave., Chicago, Ill.

<u>Monthly Rental</u>		<u>Security Deposit</u>
<u>Vera Humphries</u> Basement front	\$145.00	
<u>Clara Coleman</u> 1st floor front	\$165.00 + 20.00 165.00	\$120.00
<u>James Braxton</u> 1st floor middle	\$145.00	none
<u>Angenetti King</u> 1st floor rear	\$160.00 160.00	\$140.00
<u>Lottie White</u> 2nd floor rear	\$190.00	\$ 90.00
<u>Vacant</u> 2nd Floor Front	Vacant	

Received a copy of the above Schedule of Rents and Security Deposits this 5th day of October, 1988.

Lottie White

Lottie White

Clarence White

Clarence White

The personal property involved consists of a stove and refrigerator in the second floor, rear apartment, occupied by Lottie White and a stove in the first floor rear apartment of Angenetti King. Upon completion of purchase, bill of sale will be delivered to Lottie White and Clarence White.

BOX 333-GG

MAIL TO:
LOTTIE + CLARENCE WHITE
7250 S. LANGLEY
CHICAGO, ILLINOIS 60619

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Rider between James A. Garner and Flossie Garner, as Seller and Lottie White, formerly Lottie Hill, and Clarence White, her husband, as Purchasers under Installment Agreement for a Warranty Deed for the premises commonly known as 7250 S. Langley Ave., Chicago, Illinois.

22. Purchaser acknowledges receipt of a Schedule containing List of Tenants and Security Deposits for the premises herein involved. Purchaser shall receive a credit against the purchase price for the security deposits and will hold Seller harmless from any action or claims brought by tenants against Seller for return of said security deposits. Purchaser shall also pay for any expenses, costs and attorney fees incurred by Seller, as a result of failures on the part of Purchaser to return the security deposits.
23. Purchaser in addition to the monthly payment of principal and interest shall deposit with Seller the sum of \$101.82 monthly to apply on taxes, which is to be held in reserve by Seller for payment of yearly taxes on the property herein.

Purchaser shall also deposit the sum of \$121.83 monthly for reserve of yearly insurance premium.

In the event of any increase in taxes or insurance, the monthly deposit for such taxes and insurance shall be increased accordingly.

24. Purchaser acknowledges that all tenancies in said building are on a month to month oral tenancy.
25. Failure or delay of the Seller to enforce any right or the exercise of any option hereunder shall not operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the same or for any subsequent default.
- ** 26. Vendors Purchasers Policy of Chicago Title Insurance Company showing merchantable title in Seller, subject only to the matters specified below in Paragraph 1.

Dated at Chicago, Illinois, this day of 5th October 1988 *fw*

Lottie White
Lottie White, formerly Lottie Hill

James A. Garner
James A. Garner

Clarence White
Clarence White

Flossie H. Garner
Flossie Garner

Purchaser

Seller

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