# INSTALLMEN OF ELECTRON FOR PRINTY DEED

6	)	THIS AGREEMENT, made and entered into this	s 16 th day of September, 19 88				
	,	by and between Frank A. Ramljak, Jr.					
	_	Seller, and Ira M. Fosco	88466244				
40771	•	Purchaser,					
0	•	WITNESSETH:					
F.		IT IS HEREBY AGREED by and between the above Seiler and Purchaser, as follows:					
	CONVEYANCE	1. 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 dower and homestead, or by Trustee's deed as the case may be, subject to the					
	PROPERTY	matters hereinafter specified, the premises situated in th					
	ADDRESS AND LEGAL	Illinois, and commonly known and described as 7728					
	DESCRIPTION	<u>Illinois</u> , and legally described as fo	llows: 67-29-300-080				
	the Sou	l: n Block 29 in Liberty Square Unit 2, being thwest 1/4 of Section 29, Township 41 North rincipal Maridian, in Cook County, Illinois	, Range 10, East of the				
	. sorage	ts appurtenant to and for the benefit of Pa	rcel l for ingress and et forth in Plat thereof				
	recorde	d August 26, 1970 as Document No. 23612194, said conveyance to be expres ly subject to the following					
	CONDITIONS OF TITLE	(a) General taxes not due or, the date of conveya special taxes, if any, levied after in: date hereof;					
		(b) All installments of special asse sments heretol	fore levied falling due after the date hereof;				
		(c) The rights of all persons clausing by, through	or under the Purchaser;				
		(d) Easements of record and party we'ls and party	wall agreements, if any;				
		(e) Building, building line and use or occupancy rebuilding and zoning laws and ordinances;	estrictions, conditions and covenants of record, an				
	PERSONAL	(f) Roads, highway, streets and alleys, if any: (g) Usual stock printed objections,					
	PROPERTY INCLUDED	and at the time of conveyance, Bill of Sale for the following carpeting in living room and 2 bedrooms; kitchen and 2 bedrooms; disposal; dishwas ator; washer; dryer; cable tv available; lawn mower; picnic table and bench	wilds coverings in living room, er; mirro-wave oven; stove; refriger-				
		Idwir hower, prenire dabte dad series	58466244				
E	VIDENCE OF TITLE	2. Seller agrees to furnish to Purchaser on or before of title to the premises: (a) Owner's Title Insurance Poprice, issued by Attorneys' Title Guaranty Fund, or (b) of Cook County, Illinois, and tax and assessment searchereof subject only to the matters specified in Paragrap closing and an existing mortgage of record. Purchaser charges.	chicy committment in the full amount of the purchase Certificate of Title issued by the Registrar of Title in, showing merchantable and in Seller on the date of the large and to all taxes not due on the date of the large full in				
1	PURCHASE PRICE	3. Purchaser hereby covenants and agrees to pay writing, and until such designation at the address ind 60,900.00 dollars, in the manner follow	icated opposite the Seller's signature, the price o				
	DOWN PAYMENT AND INTEREST DUE AT CLOSING	(a) \$2,500.00 including earnest money, if any, shall be paid at closing which shall be at the office of the Seller's Attorney, and within twenty-five days of the date hereof after title has been shown to be good as provided herein. Interest on the balance, at the rate hereinafter specified, from the date of closing through the end of the month of closing shall also be due at closing.					
	MONTHLY	(b) The balance of \$ 58,400.00 with in	•				
	PAYMENT	in equal monthly installments of \$ 556.55 mencing on the first day of the month following closing thereafter until paid, with the final payment consisting	g and on the first day of each successive month				
<u>,</u> 1	FINAL PAYMENT	interest due no later than June 1 , 19					
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OTHER INSURANCE AND FEES

POSSESSION. PRORATIONS AND PAYMENT OF REAL ESTATE COMMIS-SION AT CLOSING

MAINTENANCE OF PREMISES

RELLER'S RIGHT TO REPAIR AND INSPECT

NO SUBSEQUENT LIENS BY EITHER PARTY

LIMITATIONS ON CONTRACTS FOR REPAIR AND IMPROVEMENT

LIMITED TRANSFER OF RIGHTS UNDER THIS AGREEMENT BY PURCHASER

NO LEASING OF PREMISES WITHOUT SELLER'S CONSENT

LOAN OF RECORD FULLY PROTECTED

> NO VESTING OR DIVESTING OF TITLE

RIGHTS OF **PURCHASER** AND SELLER

ATTEMPTED DECLARATION OF DEFAULT BY LENDER

each monthly payment not received by the fifth of each month, and a \$2 per day additional late charge for each day thereafter until received, nonpayment of which shall constitute a default by Purchaser.

- (c) Purchaser shall pay before accrual of any penalty all taxes and special assessments, and shall keep all buildings at any time on the premises fully insured at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, said insurance premiums and annual taxes to be paid on each monthly payment date, in addition to pri. cipal and interest, in an amount equal to one-twelfth of said taxes and premium. If the Seller's lender adjusts the monthly payment due to a change in the estimated taxes or insurance, Purchaser shall modify the payment to Seller accordingly. Purchaser further agrees to pay association fees and assessments, if any, and to secure and pay for such additional insurance policy or endorsement as may be required or warranted by the additional exposure arising from this agreement, if any, so that all insurable interests in the premises are adequately protected.
- 4. Possession of the premises shall be delivered to Purchaser at closing. Rents, water taxes, insurance premiums and other similar items are to be adjusted prorata as of the date of closing. Purchaser shall receive a credit for prorated general taxes for the current year 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 Purchaser and decreased by taxes actually paid, the balance in the reserve to be credited to the Purchaser at the time of fina' payment. If the property has not been previously taxed as improved, but only then, when the exact amount of the taxes prorated under this agreement can be ascertained, the taxes shall be reprorated by either party and the amount thus computed as due shall be promptly paid by the appropriate party. Real estate commission, if any, shall be paid at closing.
- Pur haser 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 shall also comply with such additional requirements imposed by the existing mortgage of record, if any, and if Purchaser fails to maintain or to make any such repairs or suffers or commits waste Seller may elect to make same or to eliminate such waste and pay the cost thereof, which shall then immediately be due from Purchaser. The possessory rights of the Purchaser and subject to reasonable inspection privileges of Seller to confirm compliance with the requirements of this province.
- 6. Neither party shall suffer or permit any mechanic's, lender's or other lien to attach to or be against the premises or against either Seller's or Purchaser's interest therein and any such lien shall be null and void and of no force or effect.
- 7. 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 liens or claims or right of lien against the premises or either party's interest therein, and in contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, lecolating and miscellaneous repairs costing less than Five Hundred dollars which are paid for by Purchaser in ash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Soler.
- 8. 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 whereunder or in the premises, but shall render this contract null and void at the election of Seller, provided he wever that such agreement shall be valid and acceptable if the entire balance due Seller is to be promptly paid from the proceeds following showing of good title and loan approval. Purchaser will not lease the premises nor any part thereof, for any purpose, without Seller's prior written consent. 38466244
- 9.(a). The parties acknowledge that Seller's obligation to the lender of record and Seller's interest in the premises are not decreased nor diminished by this agreement and that the security interest of said lender in the premises shall thus remain fully protected. This provision is for the limited purpose of protecting the established lien and security interest rights of the existing first mortgage of record and it is not the intention of the parties to protect, create or enhance any other liens or lien rights of any kind or description as to the subject premises or the interest of either of the parties hereto therein.
- 9.(b). 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. 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 delivery of deed, of a kind which could permit the lender of record, under a provision in the Seller's mortgage documents, if any, or otherwise, to declare a default, or accelerate the principal balance of the loan, or to increase the interest rate, or to impose any other additional fees or charges. Nevertheless, any and all other rights which would otherwise accrue by law to contract purchasers and contract sellers as a consequence of the interests acquired by the parties hereto but for this Paragraph 9, shall accrue to the Seller and Purchaser herein and all such rights are hereby incorporated in this agreement by this reference as though fully set forth herein.
- 9.(c). If the lender of record attempts to declare a default, or to accelerate the principal balance, or to increase the interest rate or impose some other additional fee or charge based on an alleged violation of the mortgage or an alleged transfer of an interest of the Seller notwithstanding the foregoing Paragraphs 9(a) and 9(b), either party may at their own cost and expense lawfully resist same, or by agreement do so cooperatively, however if said attempt is acquiesced to by both parties or upheld by a final order of a court of competent jurisdiction, Purchaser shall be responsible therefor. In the event of acceleration, the monthly THE RESERVE OF THE PROPERTY OF

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shall be agreed to in writing by the parties. shall be made or claimed by either of the parties hereto, nor have any force or effect whatsoever, unless it 10. No extension, change, modification or amendment to or of this agreement of any kind whatsoever

bastiments on the paisnce que Seller after being reduced by the payment of the accelerated amount may at

to account to Purchaser therefor or for any part thereof. ises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the prem-11. In the event of Purchaser's default and resulting termination of this agreement by lapse of time,

rancously or other ire, with the exercise of the right of forfeiture, or any other right herein given. law or equity, and shall have the right to maintain and prosecute any and every such remedy, contempoor breach, or for any other reason herein contained, have every other remedy given by this agreement or by forteiture liergin given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default the inlino's Revised Statutes which are by this reference hereby included in this agreement. The remedy of rights as are established in behalf of contract purchasers under Chapter 57 (Forcible Entry and Detainer) of they day period. It is also the intention of the parties that the Purchaser be entitled to such additional of forfeiture shall be made unless and until such default remains uncured following the expiration of said Purchaser's receipt of such notice may at Seller's option result in a declaration of forfeiture. No declaration however that Seller shall first specify in writing the alleged default which if not cured within thirty days of Seller of a written declaration of forfeiture in the Recorder's or Registrar's Office of said County, provided provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the shall have the right to reenter and take possession of the premises. In the event this agreement shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller determined and Purchaser shall forfeit all payments made on this agreement, and such payments shall be any of Purchaser's covenants hereunder, this agreement shall, at the option of the Seller, be forfeited and 12. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform

on the principal in excess of Seller's equity, if any, shall be promptly paid by Seller to lender of record, and 13. Purchaset may prepay the principal or any part thereof without penalty at any time, and payments

such lender's prepayment panalty if any shall be the responsibility of the Seller.

make such final payment when due shall constitute a default. described in Paragraph 3(b) whether by financing or otherwise, and failure to do so for any reason, and to 14. Purchaser assumes talk responsibility for securing the necessary funding to make the final payment

property is satisfactory to the Purchaser, in compliance with this agreement, and Seller shall have no further shall be conclusively concluded that the condition of the premises and the above equipment and all personal mine compliance and unless written notice of any clinged deficiency is given to Seller prior to closing it water heater and softener, plumbing and electrical systems, and any miscellancous mechanical personal property and kitchen equipment remaining with an premises. Purchaser may inspect the premises to determine with an property and kitchen equipment remaining with an premises. operating condition, including but not limited to mechanical equipment, heating and cooling equipment, 15. Seller represents to Purchater that all equipment and appliances are and will at closing be in

16. If Seller or Purchaser fails to make any payments required hereunder when due the other party ranties of quality, fitness and merchantability will be excluded. property referred to in Paragraph 1 of this agreement by property executed Bill of Sale, from which all warresponsibility with reference thereto other than to convey at provided herein, including the items of personal

the maximum legal rate until paid, and Purchaser shall receive full credit for any such payment made in paid shall become an addition to the purchase price immediately due and layable to Seller, with interest at party upon request. Seller may elect to pay such items which Purchaser sile to pay and any amount so may pay same. Evidence that payments required to be made have been paid will be provided the other

account of the provisions hereof, and all such costs, expenses, and Attorneys' fees may be included in and fees, incurred in enforcing any of the covenants and provisions of this agreement in any action brought on party to this agreement, and either party will pay to the other all costs and expenses, including Attorneys' in any action or proceeding to which Seller, without Seller's fault, may be made a party by reason of being 17. Purchaser shall pay to Seller all costs and expenses, including Attorneys' tees, incurred by Seller

form a part of any judgment entered in any proceedings brought on or under this agreement.

shall be read and construed as plural. Where Purchasers are husband and wife their interest under this wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, 18. If there be more than one person designated as "Seller" or as "Purchaser" such word or words

agreement shall be in joint tenancy with right of survivorship unless otherwise provided herein or directed

19. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by

property address of the premises, or to such other address as either may subsequently designate to the other registered mail to Seller at the address appearing opposite Seller's signature below, or to Purchaser at the

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ments being made so as to retire the principal due Seller sooner, or, pay the balance then due Seller and 3(b) hereof, final payment due as specified therein. Purchaser may however continue with the monthly pay-Purchaser's option, be recomputed on the basis of the interest rate and amortization period in Paragraph

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in writing, or to the last known address of either, as the case may be, 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, except only as may be otherwise provided herein.

TIME OF PAYMENT SUCCESSORS

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.

NO NOTICE OF BUILDING VIOLA TIONS RECEIVED BY SELLER

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 ten years of the date of execution of this

DAMAGE OR DESTRUCTION OF PREMISES PRIOR TO CLOSING

22. If, prior to the closing specified in Paragraph 3(a) improvements on the property shall be destroyed or materially damaged by fire or other casualty, this agreement, at the option of the Purchaser, shall become

**SURVEY** 

23. At or prior to closing Seller will furnish a survey showing that all improvements, including buildmes, fences, patios, sidewalks and driveways are within the lot lines, and showing no easement violations and no encroachments of improvements from adjoining properties. Fences located on easements on the pieries, or within one foot of the lot line, shall not be violations of this provision.

**DEBRIS REMOVAL** BY SELLER

24. Seller shall remove from premises by date of possession all debris and personal property not to be conveyed to bill of sale to Purchaser.

DELAY OF POSSES-STON AND ESCROW HOLD-BACK

- 25. If the parties agree to delay the delivery of possession beyond closing, Seller shall deposit in escrow with the listing Real or, or if there is none with the Purchaser's Attorney, the sum of 2% of the sale price to guarantee that possession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow fund shall be paid to Seller. If possession is not so delivered, the escrowee shall pay to Purchaser from the escrive funds the sum of one-fifteenth (1/15th) of the deposit per day for each day or portion thereof possession is withheld from Purchaser after the agreed date.
  - Closing shall be on or about September 30, 1988 with possession at the time of closing.

County Clark's RECORDING 10/11/88 09:59:00 T\$2222 \$9402 \$ -88 COOK COUNTY RECORDER

88466244

IN WITNESS WHEREOF, the parties to this agreement have here into set their hands and seals the day and year first written above.

Seller

GNATURES

Seller

Address

Circle 850 RALINE

Purchaser

Address

This form #121 prepared and @ 1979 by Frank M. Hines, 31 Professional Arcade, Park and Shop Center, Elk Grove Village, Illinois 60007—Phone 593-8777.

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