

**UNOFFICIAL COPY**

AGREEMENT, made this 1st day of October, 1988, between  
LaSalle National Bank, as Trustee, under Trust No. 113251, Seller, and  
JOHN LIN, 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 Trustee's ~~warranty deed~~, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

LOT 15 IN BLOCK 9 IN THOMAS' SUBDIVISION OF BLOCKS 8 AND 9  
IN TURNER'S SUBDIVISION OF THE NORTH EAST 1/4 OF THE EAST 1/2  
OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and Seller further agrees to furnish to Purchaser on or before closing, 1988, 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\*, showing merchantable 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

EDWARD L. SOELTER AND BETTY JANE SOELTER

the price of \$170,000.00  
Dollars in the manner following, to-wit: \$50,000.00 in cash at closing, the balance of \$120,000.00 paid in equal installments with no prepayment penalty, the whole remaining sum being due on or before five years from date of closing. Principal and interest; plus tax and insurance escrow: (\$1,238.63. equals principal & interest in arrears with interest at the rate of 11 per cent per annum, payable Monthly, amortized over 20 years 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 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.

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 TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS AND ALL TAXES, SPECIAL ASSESSMENTS AND SPECIAL TAXES LEVIED AFTER THE 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;
- (g) All terms, other than financing terms from contract dated 7-25-88 shall merge into and become part of this agreement.

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 seven 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.

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

88172115



RIDER TO ARTICLES OF AGREEMENT  
DATED OCTOBER 1, 1988 BETWEEN  
LASALLE NATIONAL BANK, AS TRUSTEE  
UNDER TRUST NO. 113251, "SELLER",  
AND JOHN LIN, "PURCHASER"

The following provisions shall be incorporated and made part of the referenced Articles of Agreement. Where the language on this Rider conflicts with that of the Articles of Agreement, the terms of this Rider shall control.

1. TAXES AND INSURANCE; The parties shall establish a fund at closing which shall be held by the Seller for the purpose of paying all real estate taxes and insurance on the property which is the subject of this Agreement. Each month, beginning with the first payment, the Seller will collect a sum equal to one-twelfth of the annual real estate tax bill and annual insurance bill for the premises. The amount of the monthly escrow impound will change according to any changes in the annual amounts due for real estate taxes and insurance.

2. Seller is prohibited from placing a mortgage or trust deed or in any way using the title of the property as security for any loans or further encumbering the property in any way.

3. Any set-offs for ~~interest, taxes, or any payments owed by~~ <sup>employee benefits & taxes</sup> the Seller to creditors of the Wishing Well Card Shop, shall be immediately paid by the Seller or shall be deducted from the next payment of principal and interest due by Purchaser, except bills for specialty items noted on Rider to sales contract.

Edward L. Soelster  
EDWARD L. SOELTER, SELLER

John T. C. Lin  
JOHN LIN, BUYER

Betty Jane Soelster  
BETTY JANE SOELTER, SELLER

DATE: October 3, 1988

G Hadenlein  
3413 N Paulina  
Chicago IL  
60657



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1#4444 TRAN 233 10/13/88 15:02:00  
COOK COUNTY RECORDER

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FORM XX 0421

This instrument is executed by LA SALLE NATIONAL BANK, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED 9-30 UNDER TRUST NO. 119251

57124148

DATE:

BETTY JANE SOELTER, SELLER

EDWARD T. SOELTER, SELLER

JOHN LIN, BUYER

Trust Officer  
LaSalle National Bank

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COOK COUNTY RECORDER

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