

UNOFFICIAL COPY

Articles of Agreement, Made this 12th day of November A. D.

Nineteen Hundred and Sixty Five (1965), between Louis S. Sliva, and Tullio S. Sliva his wife hereinafter called Seller, and Thomas Hill and Alfred V. Hill his wife hereinafter called Purchaser:

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the said Purchaser, in fee simple clear of all incumbrances whatever, including waiver of dower and homestead, except as hereinafter provided, by a good and sufficient Warranty Deed, accompanied by a Certificate of Title issued by the Registrar of Titles or complete merchantable abstract of title or merchantable copy to the date hereof or merchantable guaranty policy, the lot, piece, or parcel of ground situated in the County of Cook and State of Illinois known and described as follows:

Lot 17 in Block 1 in Cronkite Clarkson and Boyd Subdivision of the South half of the South West Quarter of the South West Quarter of Section 26, Township 32 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

And the Purchaser hereby covenants and agrees to pay to the Seller, at such place as Seller may from time to time designate in writing, and until such designation, at the office of Louis S. Sliva the sum of One hundred twenty five Thousand and no/100 -- Dollars in the manner following, to-wit: Two thousand five hundred cash with the signing of this instrument placed in a hundred twenty five thousand in 240 installments of Eight hundred twenty five each 20/100 per month including 6% interest 1/12th of 240 payments to be deposited monthly \$247.37 (1964-62, 968.42)

Seller agrees to allow buyer an additional 30 day grace period after 3rd year. Seller agrees that upon payment of 50% of purchase price (\$62,500.) - seller will convey title to buyer and take back a first mortgage, with like terms and conditions for the balance due (\$62,500.).

On closing, seller will deliver to buyer: (1) An affidavit of title to property and compliance to building codes. (2) Copies of: Survey, blueprints, insurance policies

with interest at the rate of (5%) per annum payable 1/12 annually on the whole sum remaining from time to time unpaid. It is further expressly understood and agreed between the parties hereto:

- That the conveyance to be made by the Seller shall be expressly subject to the following:
 - All taxes, special assessments and special taxes levied after the year A. D. 1965
 - All installments of special assessments heretofore levied falling due after the year A. D. 1965
 - The rights of all persons claiming by, through or under the Purchaser;
 - Parties and party wall agreements, if any;
 - Building lines and building restrictions;
 - The rights, if any, of the public in any portion of the premises aforesaid, which may fall within any public street, way or alley adjacent or contiguous to said premises;
- The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.
- All covenants, conditions, repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of action against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and 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.
- That the Purchaser shall not transfer or assign this agreement or any part thereof, or shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the Seller, and that the Purchaser will not subject or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Seller.
- That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Purchaser until the delivery of the deed aforesaid by the Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
- That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by Purchaser, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser, shall have any force or effect whatever, except the same shall be enforced in writing on this agreement and be signed by the parties hereto.
- That this agreement shall not, nor shall any copy thereof, nor any statement, paper or document, in any way or manner relating hereto, be filed in the office of the Recorder of Deeds of said County, or in any other public office, by the Purchaser, or any one acting for or in behalf of Purchaser, and that if the same be so filed by the Purchaser, or any one acting for or in behalf of Purchaser, this agreement and each and every provision hereof shall, at the option of the Seller, become absolutely null and void and of no further force or effect whatsoever and thereupon all the rights, claims and demands of the Purchaser herein, hereunder or because of any act or thing done on account hereof, shall thereupon be cancelled and discharged and, in addition thereto, the Purchaser shall pay to the Seller all expenses, including court costs and solicitors' fees, incurred by Seller in any proceeding to remove such contract, paper, affidavit, instrument or notice from record as a cloud on the title to the property, all without prejudice to any other right of the Seller to declare this agreement and each provision absolutely null and void.
- That said Purchaser shall keep all buildings at any time on said premises insured at Purchaser's expense against loss by fire, lightning and explosion in companies to be approved by the Seller to an amount at least equal to the sum remaining on the hereunder, which insurance, together with all additional insurance shall require all payments for loss to be applied on said indebtedness, and deliver the said policies of insurance to Seller.
- And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall, at the option of the Seller, be forfeited and determined, and the purchaser shall forfeit all payments made on this contract, and such payments shall be retained by the said Seller in full satisfaction and as liquidated damages by the Seller, and in the event the contract shall have the right to return the right to the Seller and take possession of the premises aforesaid.
- In the event this contract or agreement shall be declared null and void by the Seller on account of any default, or on violation by the Purchaser in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Seller, of a written declaration of forfeiture hereof, in the Recorder's Office of said County.
- That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Purchaser or shall belong to and be the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.
- That the Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and that the Purchaser will pay to the Seller all costs and expenses, including attorney's fees incurred by the Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against the 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 the Seller against the Purchaser on or under this agreement.
- It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and 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.
- The Purchaser hereby irrevocably constitutes, as his attorney-in-fact, any agent or attorney for Purchaser, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein contained, and in such event the Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, 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 also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for re-possession may be issued immediately; said Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to 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 person jointly and severally.
- If there be more than one person designated herein as "Seller" or as "Purchaser," said word or words (as the case may be) wherever used herein, and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these Presents have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the Presence of

Louis S. Sliva (SEAL)
Tullio S. Sliva (SEAL)
Thomas Hill (SEAL)
Alfred V. Hill (SEAL)

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