

UNOFFICIAL COPY

AGREEMENT, made this 1st day of September, 1988, between
JAMES H. THOMAS AND BILLIE THOMAS, HIS WIFE
THEODORE A. JOHNSON
Seller, and
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:

The South 1/2 of Lot 14 and all of Lot 15 in Block 7 in Croissant Park Markham Third Addition, being a Subdivision of the South 1/2 of the Northeast 1/4 of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian (except the North 103 feet thereof) in Cook County, Illinois.

PIN: 29-19-219-038 & 29-19-219-015

commonly known as: 16153 Paulina, Markham, 11.60426

has furnished and Seller further covenants and agrees to purchase on behalf of Purchaser 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 Title Title Insurance Co. showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph (c) 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 James N. Thomas, 5509 Dirk Circle, La Brea, California 90623.

the price of Twenty Eight Thousand and No/100 (\$28,000.00) Dollars in the manner following, to-wit: \$35.00 per month, which includes principal and interest at the rate of 10.5 per annum. (b) the entire unpaid balance shall be due and payable on September 1, 1993. In addition purchaser agrees to pay an addition \$65.00 per month for purpose of payment of real estate taxes.

on the whole sum remaining from time to time unpaid.

Possession of the premises has been delivered to Purchaser and has been

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, said prorating shall be at time entire balance is paid.

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) easements of record and party walls and party wall agreements, if any; (c) building, building line and use or occupancy restrictions, conditions and covenants of record; and building and zoning laws and ordinances; (d) roads, highways, streets and alleys, if any.

\$65.00 per month to seller for payment of

2. Purchaser shall pay 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.

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 15 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 as provided 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 (including 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.

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Received on within Agreement
the following sums

DATE _____ INTEREST _____ PRINCIPAL _____ RECEIVED BY _____

MAIL TO: George A. Behling, Jr.
5210 W. 95th St.
Oak Lawn, IL 60453

GEORGE E. COLE
LEGAL FORMS

MAIL TO: GEORGE A. BEHLING, JR., 5210 West 95th St., Oak Lawn, IL, 60453

~~21. Sellers will add buyers to their hazard insurance policy as additional insureds. Contract buyers as their interest appears. Mr. [Signature]~~
1988 tax amount from buyers escrow balance.
22. Purchaser agrees to pay a \$25.00 late charge for any payment which is not received by seller after the 10th of any given month, and shall pay a \$25.00 charge for any NSF check.
23. When 2nd Inst. 1988 tax bill is issued sellers will deduct only 1/3 of

Sealed and Delivered in the presence of
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.
BT [Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

18. All notices and demands by buyer shall be in writing. The making of a notice or demand by registered mail to Seller at 5509 Dink Circle, Lafayette, California 96223 or to the last known address of either party, shall be sufficient service insofar as provided herein shall be deemed to have been given or made on the date of mailing.
19. The time of payment shall be of the essence of this contract, and the covenants and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
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 agent or his agent within the years of the date of execution of this contract.
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 the remaining provisions of this agreement.
22. The parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.
Purchaser at 16153 S. Pauline Ave., Markham, Illinois
5509 Dink Circle, Lafayette, California 96223
to the last known address of either party, 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 in this paragraph shall be construed to mean and shall apply to all such persons jointly and severally.
16. Purchaser hereby irrevocably constitutes any agency of any court of record, in Purchaser's name, on behalf of Purchaser of any of the covenants and agreements herein, to enter "Purchaser's appearance in any court of record, waive process and service (if any) of and contest judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be determined by the court, 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 waives all right to any notice or demand under any statute in this State with reference to and such action. If there be more than one person above designated as "Purchaser", the power and authority in this paragraph shall be exercised by such persons jointly and severally.
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 equity, and shall have the right to maintain and prosecute any and every such remedy, concurrently 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 or under this agreement.
13. In the event this agreement shall be declared null and void and Seller on account of any default, breach or violation by Seller of any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing of Seller's written declaration of forfeiture hereof in the Recorder's office of said County.
12. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether a shared or unshared, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without any obligation on Seller's part to account to Purchaser therefor or for any part thereof.
11. 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 or under this agreement.
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 hereunder, due and payable to Seller, with interest at 12 percent per annum until paid.
9. First Payment is due September 1, 1988 and Interest thereon will be paid in advance.

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