

MT # 371438

AGREEMENT, made this 18<sup>TH</sup> day of November, 1988, between

CLEO T. KINDLE, a widow not since remarried, Seller, and

JAMES CHRISTOPHER, a bachelor, 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 stamped 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 33 in Block 13 in Weddell and Cox Subdivision of the West 1/2 of the Northeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**\$17.00**

Permanent Real Estate Index Number(s): 20-20-224-027

Address(es) of premises: 6634 S. May Street, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before November 10, 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 Metro Title Services Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable and marketable 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 \_\_\_\_\_

the price of Twelve Thousand Seven Hundred (\$12,700.00) Dollars in the manner following, to-wit:

The purchase price herein shall be paid pursuant to Paragraph R1 of the Rider attached hereto which Rider is, by this reference, incorporated herein and made a part hereof.

with interest at the rate of \_\_\_\_\_ per cent per annum on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on 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 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;

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 hereon, 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 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 leave 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 evidenced 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 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).

80553975

UNOFFICIAL COPY

Received on within Agreement  
the following item

Table with columns: DATE, NUMBER, AMOUNT, BALANCE, and other financial tracking fields.

GEORGE E. COLE  
LEGAL FORMS

Property  
88539975  
1988 NOV 23 AM 11:01  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

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.  
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 334, Olympia Fields, Illinois 60461, or to the last known address  
of either party, 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.  
19. 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.  
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  
predecessor or assignor within 10 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  
deemed void and the remainder of this agreement shall be enforceable and valid, without invalidating or affecting the remainder of such provision or  
the remaining provisions of this agreement.

2266C598R

# UNOFFICIAL COPY

RIDER TO THAT CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED NOVEMBER 18, 1988

BY AND BETWEEN

CLEO T. KINDLE, A WIDOW NOT SINCE REMARRIED (SELLER)

AND

JAMES CHRISTOPHER, A BACHELOR (PURCHASER)

R1.) The purchase price of TWELVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$12,700.00) provided for herein shall be payable to Seller in the following manner:

- A.) Purchaser hereto acknowledge that purchaser has heretofore delivered an earnest money deposit in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00), to McSEAN REAL ESTATE COMPANY to be held thereby as escrow agent for the mutual benefit of the parties.
- B.) Purchaser shall, at the closing hereinafter specified, deliver to Seller or pursuant to Seller's direction the sum of TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00).
- C.) The balance of the purchase price in the principal amount of NINE THOUSAND TWO HUNDRED DOLLARS (\$9,200.00) without interest shall be payable in installments as follows:
- \$1,625.00 on February 10, 1989; April 10, 1989; June 10, 1989; August 10, 1989; October 10, 1989; and a final payment of \$1,075.00 on December 10, 1989.
- D.) Purchaser shall be entitled to prepay any portion of the balance due herein without penalty.
- E.) In the event of default by Purchaser in payment of any installment herein in a prompt and timely manner, the remaining unpaid balance herein shall immediately become due and payable, and such unpaid balance shall, after default, bear interest at the rate of eighteen percent (18%) per annum until paid in full.

R2.) In addition to any other payments provided for herein, Purchaser shall pay to Seller, with that installment payment due August 10, 1989, Purchaser's proportionate share of 1988 general real estate taxes from the date of closing through December 31,

88539975

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE  
JANUARY 11, 1900

REPORT OF THE  
COMMISSIONERS OF THE  
LAND OFFICE

FOR THE YEAR  
ENDING DECEMBER  
31, 1899

PRINTED BY  
THE STATE  
PRINTING OFFICE  
AT SPRINGFIELD

1900  
No. 1000

# UNOFFICIAL COPY

1989. Purchaser shall be responsible for payment of all general real estate taxes for 1989 and subsequent years.

R3.) The closing herein shall take place November 10, 1988, or sooner by mutual agreement of the parties. Seller acknowledges that any outstanding real estate commission shall be paid, in full, at such closing.

R4.) Seller shall, at closing, deliver to THOMAS S. EISNER, as escrow agent for the mutual benefit of the parties hereto, a fully executed warranty deed conveying title to the premises to Purchaser. Purchaser shall deliver thereto a fully executed quit claim deed conveying title to the premises to Seller. Such deeds shall be held thereby pursuant to an escrow agreement to be executed, at closing, by the parties hereto. A copy of such escrow agreement is attached hereto and, by this reference, made a part hereof.

R5.) Seller shall also deliver to THOMAS S. EISNER, in his capacity as escrow agent, a bill of sale transferring to Purchaser the following items of personal property now located in or upon the Premises: existing storm and screen doors and windows; outdoor television antenna; wall-to-wall hallway and stair carpeting; electric, plumbing and other attached fixtures, as installed; window shades and supporting fixtures; radiator covers.

R6.) The parties hereto, for themselves, their heirs, successors, personal representatives and assigns, agree to be bound by this rider and the Installment Agreement for Warranty Deed.

R7.) This rider is, by this reference, incorporated into and made part of the Installment Agreement for Warranty Deed, dated November \_\_\_\_\_, 1988, by and between CLEO T. KINDLE, a widow not since remarried (Seller) and JAMES CHRISTOPHER, a bachelor (Purchaser).

11/10/88

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

18.) The Installment Agreement for Warranty Deed and this rider contain the entire understanding between the parties hereto, supercede all previous negotiations, commitments and writings and can be altered or otherwise amended only by written instrument signed by the party or parties sought to be bound thereby.

DATED: November 18, 1988.

*Clyde T. Kindle*

Clyde T. KINDE

*James Christopher*  
JAMES CHRISTOPHER

Property of Cook County Clerk's Office

88539975

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

CLERK OF COURT

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## ESCROW AGREEMENT

TO: Thomas S. Eisner  
LeVine, Wittenberg, Eisner,  
Newman & Silverman, Ltd.  
930 West 175th Street  
Homewood, Illinois 60430

You are hereby instructed to make delivery of the following described instruments herewith deposited in escrow upon delivery to you of satisfactory evidence of compliance with the instructions to escrowee hereinbelow enumerated.

### DESCRIPTION OF INSTRUMENTS DEPOSITED

- 1.) Warranty deed dated closing date from CLEO T. KINDLE, a widow not since remarried, grantor to JAMES CHRISTOPHER, a bachelor, grantee.
- 2.) Quit claim deed dated closing date from JAMES CHRISTOPHER, a bachelor, grantor to CLEO T. KINDLE, a widow not since remarried, grantee.
- 3.) Affidavit of title.
- 4.) Appropriate real estate transfer declarations.
- 5.) Bill of sale.

### INSTRUCTIONS TO ESCROWEE

1.) In the event that you shall receive a written request from Purchaser for the delivery of the aforesaid instruments, accompanied by a statement that he has fully complied with each and every one of the terms and conditions of the Installment Agreement for Warranty Deed, you shall promptly send a written notice to Seller, by certified or registered mail, that Purchaser has so requested delivery of the deposited instruments. If you do not receive the consent of Seller to the delivery of the deposited instruments within thirty (30) days of sending notice thereto, you shall retain the said deposited instruments until you receive either: (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed, or (b) a court order establishing the rights of the respective parties to the subject property.

88539975

# UNOFFICIAL COPY

1975

TO: Honorable J. Edgar Hoover  
Director, Federal Bureau of Investigation  
Washington, D.C. 20535

You are hereby notified that the following information was received from your office on the date indicated and that the same is being furnished to you for your information.

- 1. Name of person: JAMES EARL RAY
- 2. Date of birth: 10/14/1928
- 3. Address of residence: 1111 1/2 South Main Street, Memphis, Tennessee
- 4. Date of departure: 10/10/68
- 5. Date of arrival: 10/10/68

It is noted that the above information was furnished to your office from the Bureau of Investigation, Memphis, Tennessee, on the date indicated. It is requested that you advise the Bureau of Investigation, Memphis, Tennessee, of any information received from your office which may be of assistance in the investigation of the above named person.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

2.) In the event that you shall receive a written request from Seller for the delivery of the deposited instruments, accompanied by a statement that Purchaser is in default and that the period within which such default may be cured has expired, you shall promptly send a written notice to Purchaser, by certified or registered mail, that Seller has so requested delivery of the deposited instruments. If you do not receive the consent of Purchaser to the delivery of the deposited instruments within thirty (30) days of sending notice thereto, you shall retain the said documents until you shall receive either (a) a joint direction executed by all parties to the Installment Agreement for Warranty Deed, or (b) a court order granting the right of possession of the subject premises to Seller pursuant to the Forcible Entry and Detainer Act of the State of Illinois, or an order of any court establishing the rights of the respective parties to the subject property.

3.) For the purposes of the foregoing, any thirty (30) day period shall commence upon the date that the said notice is mailed by the Escrow Agent.

## RELEASE

The parties hereto do expressly agree, for themselves, their heirs, their personal representatives, their successors and assigns, that the above named escrow agent is hereby released from any and all liability, claim or obligation whatsoever as a result of the delivery of the deposited documents as herein provided.

SELLER:

Cleo T. Kindle  
CLEO T. KINDLE

PURCHASER:

James Christopher  
JAMES CHRISTOPHER

## ACCEPTANCE

I hereby receipt for the deposited instruments as described in the foregoing escrow instructions and agree to hold the same pursuant to the terms and provisions set forth therein.

BY:

Thomas S. Bisner  
THOMAS S. BISNER, escrowee

88539975

