

CAUTION: This is a warranty deed and is subject to the provisions of the Illinois Real Estate Act, Chapter 120, Illinois Compiled Statutes (1987), and the provisions of the Illinois Real Estate Act, Chapter 120, Illinois Compiled Statutes (1987), and the provisions of the Illinois Real Estate Act, Chapter 120, Illinois Compiled Statutes (1987).

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AGREEMENT, made this 4th day of October, 1988, between

Donald P. Shuton and Jacqueline E. Shuton, his wife Seller, and
Robert W. Trook and Ann M. Trook, his wife an undivided 1/2 interest, and
Millan Jerkan, Jr., an undivided 1/2 interest 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:

Lots 1, 2 and 3 in Block 1 in Palisades Addition in the East 1/4 of the North East 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number(s): 30-19-204-026

Address(es) of premises: 1200 Burnham Avenue Calumet City, Illinois

and Seller further agrees to furnish to Purchaser on or before October 4, 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 Warranty Fund, Inc. (b) ~~copies of all recorded documents affecting the premises from the date of the purchase to the date of this deed.~~ 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 Donald P. Shuton.

525 Burnham Avenue Calumet City, IL

the price of \$39,500.00
Dollars in the manner following, to-wit: \$11,500.00 down payment upon execution of this contract, balance of \$25,000.00 to be paid as per rider attached hereto, and made a part of this contract.

with interest at the rate of 10 per cent per annum payable monthly 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 1985 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 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 10 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.
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, lightning, 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.

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

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Received on within Agreement
the following sums

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DATE	PAYMENT	REMARKS BY

GEORGE E. COLE
LEGAL FORMS

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 immediately due and payable to Seller, with interest at 10 per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture or other record in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or other means, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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 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 Seller against Purchaser on or under this agreement.

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, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, to waive process and service thereof 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 to waive all errors and right of appeal from such judgment or judgment of such suit; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.~~

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 525 Burnham Avenue, Calumet City, Illinois 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 principal or his agent 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 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.

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

Sealed and Delivered in the presence of

Robert J. Binko
(SEAL)
Robert J. Binko
(SEAL)
James W. Beck
(SEAL)
James W. Beck
(SEAL)
William J. Beck
(SEAL)

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R I D E R

Notwithstanding anything to the contrary contained in that certain INSTALLMENT AGREEMENT FOR WARRANTY DEED, dated October 4th, 19 88, by and between Donald P. Shuton and Jacqueline E. Shuton, his wife and Robert M. Trook and Ann M. Trook, his wife and Milan Jerkan, Jr., IT IS FURTHER AGREED AS FOLLOWS:

1. Price: The price shall be \$39,500.00 payable in the following manner:

- a) Purchaser has paid \$1,500.00 as earnest money to be applied to the purchase price.
- b) At the time of the initial closing the sum of \$13,000.00
- c) The balance of the purchase price, to-wit: \$25,000.00 to be paid in equal monthly installments of \$531.18 each commencing on the 1st day of November 1988, and the 1st day of each month thereafter until paid in full. Said sum of \$25,000.00 shall bear interest at the rate of 10% per annum to be amortized over a period of 5 years.
- d) ~~Although said payments are being amortized over years, the final payment of the purchase price and all accrued but unpaid interest and other charges as herein provided if not sooner paid shall be due on the day of 19 (commonly known as a balloon payment). There shall be no prepayment penalty on Buyer for payment before said five year period.~~

2. Possession: Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted herein resulting from acts done or suffered by, or judgments against the Seller.

3. Affidavit of Title: Seller shall furnish Buyer at or prior to the initial closing an again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth herein, prior mortgages permitted herein and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified herein. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "Alta" Loan and Extended Coverage Owner's Policy Statement and such other documents as are customary or required by the issuer of the commitment for title insurance.

4. Any payments not made by the 10th of each month shall bear a \$20.00 late charge. Payment shall be made to Seller or Seller's Agent.

5. Insurance: Buyer shall from and after the time specified herein for possession keep insured against loss or damages by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners Form 3 ("H.O.3") and, also flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; copies

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of such policy or policies shall be held by Seller, and Buyer shall pay the premium thereon when due.

(b) In case of loss or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged, or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

6. Taxes and Charges: It shall be Buyer's obligation to pay at Buyer's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

7. Funds For Taxes and Charges: In addition to the agreed installments, if any, provided herein, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of the initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth (1/12) of the yearly taxes, assessments which may become a lien on the premises, and estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency.

Seller is hereby authorized and directed to use the funds for the payment to the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

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8. Prorations: At the time of closing there will be no prorations made as Seller will be holding tax and insurance escrows for the Purchaser. However, Seller will be responsible for all of the 19 87 real estate taxes and 278 days of the 19 88 real estate taxes which are due in 19 89. Seller will not use any of purchaser's escrow funds to pay the 19 87 real estate taxes but will pay the same from his own funds. Upon receipt of the actual bills for both installments of the 1988 real estate taxes, Seller will pay 278 days thereof with his own funds and the balance from Purchaser's escrow funds. Thereafter all taxes will be paid from Purchaser's escrow funds.

9. Final Closing: Upon receipt of payment in full by Seller from Purchaser, Seller shall turn over to Purchaser a Warranty Deed and shall affix \$39.50 worth of Revenue Stamps thereon. Purchaser shall pay for any city stamps due at that time. Seller shall also turn over any funds remaining in Purchaser's escrow account.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 14th day of October, 19 88.

Doris C. Hunter Arthur M. Trock

Jacqueline C. Hunter Allan Johnson

SELLERS PURCHASERS

DEPT-01 315 25
TW1111 TRAN 6315 12/09/08 07 25 00
#7475 # A #-88-568777
COOK COUNTY RECORDER

RETURN TO:

W. Leo Nowell, Jr.
134 Pulaski Rd.
Calumet City, IL 60409
891-6200

88568777
Cook County Clerk's Office

88568777