

AGREEMENT, made this 18th day of December, 19 87, between  
ROBERT IRVINE and LUCILLE M. IRVINE, his wife, and  
RAYMOND S. BRIGEL and DOROTHY R. BRIGEL, his wife, Seller, and

ROOSEVELT GLASS, SR. and ROOSEVELT GLASS, JR., Joint Tenants, 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 21 in Block 4 in Parmly's Normal Park Addition in the North West quarter of Section  
28, Township 38 North, Range 14, East of the Third Principal <sup>Met. 1</sup> <sup>\$12.00</sup> <sup>T#1444 TRAN 2250 01/15/87 OF 45.00</sup>  
Illinois. <sup>#0030 # D \* 88-023504</sup>  
COOK COUNTY RECORDER

PIN# 20-28-108-019

Property Address: 7251 South Halsted Street, Chicago, Illinois 60621

and Seller further agrees to furnish to Purchaser on or before December 18, 19 87, 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 Guarantee 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 c/o Raymond S. Brigel, 7329 Palos Avenue, Palos Heights, Illinois

the price of Fifty Thousand and no/100 (\$50,000.00) - - - - -  
Dollars in the manner following, to-wit: Monthly payments of \$758.71 commencing February 1, 1988 and  
due on the 1st day of each month thereafter until the full principal balance is paid,  
which final payment shall not be later than January 1, 1996.

with interest at the rate of 10 per cent per annum payable in the above payment of \$758.71  
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on the date of closing 88-023504

, 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 19 87 are to be <sup>paid by Seller</sup> ~~assessed~~ 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. Payment to be made when bill is issued.

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; 1 (a) The effective date of closing this transaction shall be  
December 31, 1987. No prorations are to be made.

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 12 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).

Box 360

12.00

# UNOFFICIAL COPY

Received on within Agreement

the following sums

Box 360  
MAIL TO

PALOS HEIGHTS, ILLINOIS 60463  
1200 SOUTH HARLEM AVENUE  
ATTORNEY AT LAW

HARRY E. DE BRUYN  
THIS INSTRUMENT WAS DATED JUNE 20, 1991

NOTARY PUBLIC, STATE OF ILLINOIS  
Harry E. DeBruyne  
My Commission Expires June 20, 1991  
"OFFICIAL SEAL"

Notary Public

Sealed and Delivered in the presence of

Wear first above written.

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

the reciting provisions of this agreement.

21. If any provision of this agreement is invalid, who ever invalidating or affecting the remainder of such provision or principle of this agreement within 10 years of the date of execution of this contract, shall be prohibited by or invalid under applicable law, such provision shall be

principles which existed in the dwelling structure before the execution of this contract has been received by the Seller, his violation which warrents to Purchaser that no notice from any city, village or other government authority of a dwelling code

20. Seller to and be obligator upon the heirs, executors, administrators and assigees of the covenants herein contained shall

execute to and be sufficient service of this contract, and the covenants and agreements herein contained shall

be given or made on the date of mailing.

Purchaser at 7251 South Halsted Street, Chicago, Illinois 60621, or to the last known address

of either party, shall be sufficient service the day notice or demand mailed as provided herein shall be deemed to have

been given or made on the date of mailing.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at

7329 Palos Ave., Palos Heights, Illinois 60463, or to

Plural.

17. If there be more than one person associated therewith, although expressed in the singular, shall be read and construed as

herein referred to such as "Seller" or "Purchaser", such word shall be used whenever used in this State

judgment or judgment. Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State

together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and rights of appeal from such

and service thereof and against Purchaser in favor of Seller, for such sum as may be due,

Purchaser of all covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process

16. Purchaser hereby irrevocably constitutes any attorney of record, in Purchaser's name, on default by

the Purchaser of the right of forfeiture, or any other right herein given.

15. The remedy of forfeiture hereinafter set forth to maintain, have every such remedy, notwithstanding any other right by

equity, and shall have the right to maintain and prosecute any and every such remedy, notwithstanding any other right by

law or equity, and shall not be entitled to any other right by law or equity, but Seller shall, in case of

14. Purchaser shall pay to Seller all costs and expenses, incurred by Seller in any action or

liability or obligation on Seller's part to Purchaser herefor, including attorney's fees, incurred by Seller without

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether

by Seller in any of the terminations hereof, shall be put upon the premises by Purchaser shall belong to and be the property of Seller without

by Seller in any of the terminations hereof, the record title and void and be so conclusively determined by the filing

12. In the event of a written declaration of forfeiture hereon, this agreement shall be null and void by the filing

by Seller in any of the terminations hereof, the record title and void and be so conclusively determined by the filing

11. In case of the failure of Purchaser to make any of the payments herein, or any part thereof,

by Seller sustained, and in such event Seller shall have the right to re-enter and seize possession of the premises as

covenants herunder, this agreement shall, at the option of Seller, be terminated and determined, and Purchaser shall forfeit all

payments made on this agreement, and such payment shall be retained by Seller in full satisfaction and as liquidated damages