

THIS RIDER IS ATTACHED TO AND MADE A PART OF ARTICLES OF AGREEMENT FOR WARRANTY DEED DATED THE _____ DAY OF _____, 198____, BY AND BETWEEN JOSE RIVERA and ELIZABETH RIVERA, AS "SELLERS" AND FERNANDO FLORES and ESTHER FLORES AS "PURCHASERS."

22. Payment

The PURCHASERS hereby covenant and agree to pay to SELLERS at such place as SELLERS may from time to time designate in writing, and until such designation at the office of SELLERS' Attorney, the sum of SEVENTY FIVE THOUSAND (\$75,000.00) DOLLARS, in the following manner, to-wit:

The sum of \$30,000.00 down and the balance in the sum of \$45,000.00 shall be payable in Principal payments only (without interest) in the sum of \$600.00, or more, per month for 60 months, commencing on the 15th day of the month following the closing date, and the final payment, if not sooner paid, shall be due on the 1st day of the 61st month following the day of closing.

23. It is understood and agreed by and between the parties hereto that Seller shall be entitled to remain in possession of the apartment now occupied by them on the premises for two months following the date of closing without payment of rent or use and occupancy, commencing on the 1st day of the month following the closing date.

24. Existing Mortgage:

The parties understand and agree that there exists a First Mortgage against the subject premises, which is being paid off in monthly payments by the SELLERS. The SELLERS will continue to make said payments on the existing First Mortgage, until same is paid in full and released of record. At no time will the balance due on the mortgage exceed the balance due under this Contract.

25. Insurance:

PURCHASERS will insure the real estate with fire and extended coverage in an amount at least equal to the full replacement value thereof, but in no event for an amount less than the balance of the indebtedness due hereunder; all insurance policies shall carry mortgage clause in favor of the mortgagee, and shall cover the SELLERS as owners, as well as the PURCHASERS, as their interest may appear.

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26. Prepayment:

PURCHASERS shall have the right and option to prepay the entire principal balance at any time, at which time the First Mortgage presently existing against the subject premises will be paid off and SELLERS will convey by their warranty deed as herein specified.

27. Title Policy:

At the time of delivery of this Installment Agreement for Warranty Deed, SELLERS agree to furnish a Guaranty policy from Chicago Title Insurance Company in the sum of the purchase price insuring the contract purchaser's interest as it may appear. PURCHASERS agree to pay the costs of recording the Installment Agreement and for the later date from the title company.

28. Due on Sale:

If all or any part of the property or an interest therein is sold or transferred by the Contract Purchasers without the Owners' prior written consent, then in that event the Owners may, at Owners' option, declare all sums secured by this Agreement to be immediately due and payable.

29. Title Defective:

Failure of the SELLERS to furnish evidence of merchantable title in the SELLERS as herein provided gives the PURCHASERS the right to declare this Contract null and void by notice as herein provided, and all monies paid by PURCHASERS shall be refunded to PURCHASERS by SELLERS; provided, however, that SELLERS have thirty (30) days to cure any defect in the title before PURCHASERS may exercise said right.

30. Bill of Sale:

When SELLERS convey title as herein provided, they shall also convey, by a Bill of Sale, the following, if any, now on the premises: Screens; storm windows and doors; shades; 2 space heaters; lighting and plumbing fixtures; attached mirrors; shelving and interior shutters.

DATED this 29th day of August, 1985, at Chicago, Illinois

SELLERS:



JOSE RIVRA



ELIZABETH RIVERA

PURCHASERS:



FERNANDO FLORES



ESTHER FLORES

88042019

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

Subscribed and sworn to before me by JOSE RIVERA, ELIZABETH RIVERA, his wife, as SELLERS and FERNANDO FLORES, a bachelor, and ESTHER FLORES, his sister, divorced and not remarried, as PURCHASERS, as their free and voluntary acts, said parties being personally known to the undersigned, for the purposes set forth in this instrument.

Dated 11229 1985

James H. Harty

Notary Public

My commission expires 8/12/89

Property of Cook County Clerk's Office

88-07-0019

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this _____ day of _____, 19____, between
JOSE RIVERA and ELIZABETH, his wife, Seller, and

FERNANDO FLORES, a Bachelor and ESTHER FLORES, his sister, divorced and not remarried, 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:

Lot 2 (except the W 2') in H M Taylor's Sub of Blk 43 in Canal Trustee's Sub of W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of section 17, township 39, north range 14, lying east of the 3rd Principal Meridian in Cook County, Illinois.

Property commonly known as 804 S. Loomis Avenue, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before _____, 19____, 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 Chicago Title and Trust Company, (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 _____

JOSE RIVERA and ELIZABETH RIVERA, his wife

the price of SEVENTY FIVE THOUSAND and NO/100THS (\$75,000.00) Dollars in the manner following, to-wit: \$30,000.00 upon the closing of this transaction and the balance of \$45,000.00 in installments as hereinafter set forth IN THE RIDER ATTACHED beginning with paragraph 21, which is specifically made a part hereof,

with interest at the rate of None per cent per annum payable in monthly installments on the whole sum remaining from time to time unpaid.

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

_____, 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 1985 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 _____ 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).

6/10/1981

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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

6001-1988
GEORGE E. COLE
LEGAL FORMS

Mail to: Mark L. Smith
Keeffe & Smith
1427 W Belmont
Chicago IL 60657



6001-1988 GEORGE E. COLE LEGAL FORMS
\$15.25

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Sealed and Delivered in the presence of

year first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and the remaining provisions of this agreement.

21. If any provision of this agreement shall be prohibited by or in violation of applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, will not invalidate or affect the remainder of such provision or principal or his agent within 10 years of the date of execution of this contract.

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.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be extended to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Purchaser at One N. LaSalle St., #2015, Chicago, IL 60602, 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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at c/o IRVING SLUTZKY, ONE N. LaSalle St., #2015, Chicago, IL 60602 or to certified or

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.

16. Purchaser hereby irrevocably constitutes any attorney of any court 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 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 Seller against Purchaser on or under this agreement.

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.

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

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 hereof in the Recorder's office of said County.

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.

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 _____ percent per annum until paid.

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