AGREEMENT, made this $\mathbb{L}[\mathcal{G}]$. day of SANDRA/STEVENS, MARRIED WYDELL FEAZELL 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 warranty deed, with waiver of homestead, subject to the matters hereinalter specified, the premises situated in the County of Cook and State of 1111 note described as follows: The West twenty six (26) feet of Lot seventeen (17) (Except Railroad) in Ogden's Subdivision of Lots 142 to 151, 154 to 156, 163 to 165, 168 to 173 and Blocks 176, 178 to 183 of Bronson's Addition in North East Quarter of Section four (4), Township thirty-nine County, Illinois, TRAN 0447 02/11/88 10:34:00 A do #4827 # p *--88--063333 PROPERTY ADDRESS: 316 W. EVERGREEN, CHICACO, ILLINOIS COOK COUNTY RECORDER time to time designate in writing, and until such designation at the office of Sandra Stevens the price of ______ THIRTY THOUSAND AND MO/100 (\$30,000.00)- - - -Dollars in the manner following, to-wit:

See Attacked Rider

химпи янкимкийх яня укалінкомуник яюдумних ус date of consummation

Possession of the premises shall be delivered to Purchaser on

..., provided that furchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be ac justed 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 prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, fact rorating 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:

I. The Conveyance to be made by Seller shall be expressly subject to the following; (i.) general taxes for the year—1987 and subsequent years and all taxes, special assessments and special taxes levied after the fact hereof; (b) alkacantimutation and subsequent years and all taxes, special assessments and special taxes levied after the fact hereof; (b) alkacantimutation and subsequent years and all persons claiming by, through or under furchaser; (d) ensembles and antispars; smalls antispars; smalls antispars; smalls antispars; smalls antispars; smalls and covenants of record, and building and zoning laws and o claimles; (f) roads, highways, streets and alleys, if any; 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 offer nor commit any waste on or to the premises, and if Parchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or climinate 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. and payable to Seller, with interest at per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lieu or other lieu 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 hen or claim or right of lien against the premises and no configet or agreement, or all 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 approvements 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 consort of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or agginged any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the clection of Selfer, 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

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 Purchase; shall deliver the policies therefore \$500,000.00,000 and 11nb111ty itsurance coverage shall be for the minimum amount of \$500,007\$500,000,000.00 and to clauses (a), (b) and (c)

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buckness three three interests of my sense that the same of record, in Purchaser's name, on default by Purchaser hereinly irevocably constitutes any attorney of any court of record, in Purchaser's name, on default buckness than the costs of expectable and agreement against three in two of Selber, or Selber's assigns, for such some same process, and service in the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such indiment or judgments? archive thereby expressly waiving all light to any notice or demand under any statue in this State with relevance to such suit. Thereby expressly waiving all light to any notice or demand under any statue in this State with relevance to such suit. At there he more than one person above designated as "Porchaser" the power and authority in this paragraph given is given is persons jointly and severable.

45. The remedy of torteiture 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, bave every other remedy given by this agreement or by law of equity, and shall have the right to maintain and prosecute any and every such remedy, contemporancously or otherwise, with the exercise of the right of forteiture, or any other right herein given.

The exercise of the right of forteiture, or any attorney of any court, in Parchaser's name, on default by lot durchaser in the order of the highest in Parchaser's name, on default by

14. Purchaser shall pay to Seller all costs and expenses, including attorney's lees, mentred by Seller in any action of proceeding to which Seller may be made a party be reason of being a party to this agreement, and Purchaser wall pay to Seller an enforcing any of the covenants and provisions of this expenses, including by neutred by Seller in enforcing any of the covenants and provisions of this engreenent and incurred in any action being the coller and provisions of this engineer and incurred in any action by Seller in entry to the covenants and provisions of this agreement, and incurred in any action by seller an entire account of the provisions hereof, and all such seller against functioned in any made this agreement.

13. In the event of the termination of this agreement by tapse of time, forteiture or otherwise, all unprovements, abution from the premises by Purchaser shall belong to and be the property of Seller without hability 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, mentied by Seller in any action of

12. In the event this agreement shall be declared and and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions bereed, this agreement shall be mill and void and be so conclusively determined by the blung by Seller of a written declaration of fortential hereof in the Becorder'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 bereinder, this agreement shall, at the option of Selber, be forteited and determined, and Purchaser shall fortest aby payments made on this agreement and such as based damages by Selber and take purchaser shall fortest as some or the promises aboresaid by Selber and take presented damages.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other frem which Purchaser is obligated to price income an addition to the purchase price immediately due and payable to Seller, with interest at \$1.8\tau\$, per cent per annum until paid.

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ATTACHED TO AND MADE A PART OF AN INSTALLMENT AGREEMENT FOR WARRANTY DEED

Between

WYDELL FEAZELL, as Purchaser,

And

ERIOL.

SANDRA STEVENS, Seller,

For the premises commonly known as 316 West Evergreen Chicago, Illinois

- manner: the price of THIRTY THOUSAND AND NO/100THS (\$30,000.00) DOLLARS, to wit \$15,000.00 payable at the time of the consummation of this installment Agreement and the balance of \$15,000.00 payable as follows: \$484.01 or more payable on the 5th day of March, 1988 and \$484.01 or more payable on the 1st day of each and every month thereafter until the entire principal balance is paid in full, EXCEPT THAT THE FINAL PAYMENT, IF NOT SOONER PAID, SHALL BECOME DUE AND PAYABLE on the 5th day of March, 1990. Each payment shall first be applied to payment of interest at the rate of 10% per amoum, payable on the whole sum remaining from time to time unpaid and the balance of each payment shall then be applied to the reduction of principal. The principal balance unless each payment is paid when due, shall bear interest thereafter at the rate of 10% per annum.
- 2. In addition to all other payments provided for herein, Purchaser agrees to deposit with Seller with each monthly payment, an amount equal to 1/12th of the year? taxes, which reserve account shall be used by Seller to pay the taxes when due. At the time of execution of this Agrendit, the monthly tax reserve payment is hereby fixed at \$42.00 per month, but shall be readjusted periodically from time to time, as required. In the event that there are insufficient funds on deposit in such account to pay any installment of taxes or insurance premiums, then Purchaser will promptly pay into such account sufficient funds to make up the deficiency.
- 3. Purchaser agrees to comply with all rquirements of law or municipal ordinances with respect to the land and the use thereof. Purchaser has inspected the land and agrees to accept it in its present physical condition "as is".
- 4. As additional security for all payments due thereunder, the Purchaser agrees to assign all of the renta, issues and profits which may hereinafter become due under or by virtue of any leasing, by the Purchaser, whether written or oral, for the use and occupancy of anypart of the premises hereinabove

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described. Under the power herein granted, it is the intention of the Purchaser to hereby establish an absolute transfer and assignment of all such lease and agreements and all the avails thereunder unto the Seller herein. The rights granted hereunder are to be available only if and when the Purchaser hereunder defaults any of the terms and conditions contained in this entire agreement; and in this connection, the Purchaser agree at the time of consummation of this Installment Agreement to furnish to the Seller an Assignment of Rents in a form satisfactory to the Seller.

- ι, . · This Contract constitutes the entire Agreement between the Parties. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either the Seller or the Purchaser to the other, unless expressly stated herein or unless mutually agreed to in writing by the Parties. All amendments, supplements or riders hereto, if any, shall be in writing and executed by both Parties, This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, administrators, executors and permitted assigns.
- 6. Purchaser shall have the right to make any additional payments of principal either in whole or in part at any time whatsoever without payment of any premium or penalty.
- It is hereby expressly agreed by and between the Parties that time is of the essence hereof and should any default be made in the payment of principal or interest, taxes insurance, which default shall continue for a period in excess of fifteen (15) days after the date when said payment shall fall due, then at the option of the Seller bereof, the Seller may collect interest on the entire unpaid balance of said principal a rate of three percent (88) Wover the rate of interest which had been in effect, from the date of such tofault until default is cured by the Purchaser, which interest shall be payable on each day or date on which an installment of principal or interest is due hereunder, anything herein in this Agreement to the contrary notwithstanding. Beneficial Sellers shall notify Purchaser if Beneficial Sellers fail to receive payment or payments in a timely fashion.
- 8. If any installments of principal or interest due hereunder or any monthly deposit for taxes or insurance required to be paid under this Agreement shall become fifteen (15) days overdue, Pruchaser shall pay to the Seller hereof a "late charge" of fifty cents (\$.50) for each dollar so overdue, to compensate the Seller for the costs of collection, the right to a "late charge" being in addition to all other rights and remedies granted to Seller hereunder.
- 9(a). In the event that any provision in these documents shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the

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provisions of the Act shall take precedence over the provisions of these documents, but shall not invalidate or render unenforcible any other provision of these documents that can be construed in a manner consistent with the Act.

- (b). If any provision of these documents shall grant to Seller any rights or remedies upon default of the Purchaser which are more limited than the rights that would otherwise be vested in Seller under the Act in the absence of said provision, Seller shall be vested with the rights granted in the Act to the full extent permitted by law.
- (c). Without limiting the generality of the foregoing, all expenses incurred by Seller to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in any paragraphs of these documents, shall be added to the indebtedness secured by these documents or by the judgment of foreclosure.
- 10. Buyer is responsible for maintaining liability insurance on the premises and will list Sandra Stevens as an additional insured party on the policy. Buyer warrants that the property is currently insured by the Rockwood Company and that the policy expires on March 21. 1988. Prior to this date Buyer will renew or replace the policy and will provide Seller with a copy of the paid receipt and policy.
- 11. At closing, the Sellers shall execute a Warranty Deed, Affidavit of Good Title, and Alta forms, which Sellers shall deposit in an escrow with the Law Firm of Moltz & Nathanson, Attorneys at Law, and which escrowee shall be authorized to deliver to Purchasers when they have performed all covenants to be performed by them hereinder, which are prerequisite to the delivery of the Deed and other documents of title to them.

SANDRA KY STEVENS

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SELLER

WYDELL PEARELL

PURCHASER