

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

AGREEMENT, made this 1st day of March, 1988, between
LESLIE C. BARNARD, TRUSTEE OF JO-NA, INC. PENSION TRUST, Seller, and

ZENAIDO BAZAN AND CAROL BAZAN, HIS WIFE, 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 42 in Block 56 in Iron Workers' Addition, being a Subdivision of the West 1/2 of the Northwest 1/4 of Section 17, Township 37 North, Range 15, lying East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 26-17-117-007-0000 CAO W

Address: 10815 Avenue "N", Chicago, Illinois.

Document prepared by: Leslie C. Barnard, 2630 Flossmoor Road, Flossmoor, Illinois 60422

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and Seller further agrees to furnish to Purchaser on or before closing, 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 Intercounty Title Co., (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 Bridgeview Bank & Trust Co. 7940 S. Harlem Avenue, Bridgeview, Illinois 60455

the price of Eighteen Thousand and 00/100 (\$18,000.00) Dollars in the manner following, to-wit:

\$2,000.00 payable upon execution of this Agreement and \$16,000.00 payable in monthly installments of \$250.00, which payment shall be applied. \$192.04 to principal and interest and \$57.96 to taxes, which amount shall be held by Seller.

with interest at the rate of 12.0 per cent per annum payable Monthly commencing March 15, 1988 on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on Execution of this agreement,

, 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 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 16.0 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).

UNOFFICIAL COPY

Received on within Agreement
the following sums

8817025

[A large black ink signature is present here]

M.A.1 TO:
Linda L. Barnes AD
#630 F1055000
F105500000
RECEIVED - 08/03/2010 09:47:44 AM
SACRAMENTO COUNTY RECORDER

23. Purchaser shall insure the premises for no less than \$15,000.00
convey, upon full payment of this Agreement, as detailed by Purchaser.
24. Purchaser shall apply for same, and if approved - Seller shall
apply, for mortgage of like or better terms is available.
25. If any provision of this Agreement is found invalid, under applicable law, such provision shall be
construed to the extent of such agreement structure or execution the remaining provisions of such provision shall be
void, it shall not affect the validity of the rest of this contract.
26. Seller warrant to Purchaser that he is not liable for any damage to or loss of property caused by
any third party or person during the time of possession or ownership of his contract, and the coverage period
extended to and beyond the date of mailing.

(SEAL)

Purchaser at 10815 AVENUE "N" CHICAGO, ILLINOIS.
of either party, shall be sufficient notice, the cost. Any notice or demand mailed to him shall be deemed to have
been given or made on the date of mailing.

19. The time of payment shall be at the expense of the parties, and the coverages and agreements shall
be extended to and beyond the date of mailing.

20. Seller warrant to Purchaser that he is not liable for any damage to or loss of property caused by
any third party or person during the time of possession or ownership of his contract, and the coverage period
extended to and beyond the date of mailing.

21. It is agreed that the costs of insurance premiums, and the expenses of collection or otherwise
enforcing this contract, including attorney's fees, and to whomsoever it may belong, shall be paid by
Seller except for reasonable and necessary expenses to defend Purchaser in any court of record, waive process
and service of any notice and documents against Purchaser in any court of record, or sue sum as may be due
and judgment for the amount of any damages suffered by Seller in any suit or action brought by him
against Seller for any damages suffered by him.

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and judgment for the amount of any damages suffered by Seller in any suit or action brought by him
against Seller for any damages suffered by him.

18. All notices and demands shall be in writing. The mailing of a notice or demand by registered mail to Seller at
80x-33 - Elgin, Illinois - 60422, or to

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

16. Purchaser hereby irrevocably consents to any attorney or other legal professional by whom
the exercise of the right to enforce, or any other right, to mail to another party to whom it is delivered,
equally, and shall have the right to receive a copy of the complaint and process, and every communication
by Seller, and shall have the right to receive a copy of any document, having to do with any proceedings
pursuing a remedy of any kind, or to any action taken by Seller in any case, including those mentioned
above, in any action or proceeding of any kind, or to any other remedy, which may be given by him to
Seller, except by Seller, to whom it may be given by Seller.

15. The remedy of replevin given to Seller shall not be exclusive of any other remedy, but Seller shall in
case of replevin, or any other remedy, be entitled to sue Seller for any sums so recovered by Seller for
costs, expenses and attorney's fees, in addition to any judgment incurred in any proceeding brought by
Seller against Seller in any action or proceeding, or to the provisions of this agreement.

14. Purchaser shall pay to Seller to account to Seller for any part thereof:
13. In the event of the termination of this Agreement by Seller upon full payment to and by
Seller in any of the proceeds, including attorney's fees, incurred or otherwise in improving
by Seller in any of the properties herein, to the extent of his interest in the property, he or she
or his heirs, executors, administrators, successors, assigns, and personal representatives
of Seller, to whom it may be given by Seller in any account of any kind.

12. In the event of this Agreement, it shall be held by Seller in trust, and the title to all
property owned by Seller in any of the proceedings, or to any part thereof, or to the
proceedings, shall remain with
Seller until paid in full and voided by Seller in any account of any kind.

11. In case of the failure of Purchaser to pay such amounts due to him
immediately, Seller may elect to pay such amounts due to him, and the amount paid by
Seller in any of the proceedings, or to any part thereof, or to the
proceedings, shall remain with
Seller until paid in full and voided by Seller in any account of any kind.

10. If Purchaser fails to pay taxes, assessments, water charges, property taxes, interest, or any
other expenses, Seller may collect to pay such amounts due to him, and the amount paid by
Seller in any of the proceedings, or to any part thereof, or to the
proceedings, shall remain with
Seller until paid in full and voided by Seller in any account of any kind.

Sealed and Delivered in the presence of