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NOTICE OF INTENTION TO DECLARE FORFEITURE
OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT
FOR DEED AND NOTICE OF INTENTION
TO FILE FORCIBLE DETAINER SUIT

TO: JOSEPH WILAS and JOSEPH M. JAKUBOW

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You are hereby notified that:

WHEREAS, as the 25th day of April, 1985, JOSEPH WILAS and JOSEPH M. JAKUBOW (hereinafter "Purchaser") did enter into a certain Installment Agreement for Deed (hereinafter "Contract") with CHRISTOPHER KOWALSKI, (hereinafter "Seller"), which Contract was not recorded, concerning the following legally described real estate:

Lot 381 in Grayland Park Addition to Chicago, being a Subdivision of the North 1/2 of the North East 1/4 of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3858 N. Cicero Ave., Chicago, Illinois.

Permanent Index Number 13-21-211-028 (hereinafter "Property"); and

BAO

WHEREAS, Purchaser in the Contract agreed to pay the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the Property in monthly installments as set forth in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Contract provides in part that time is of the essence, and that in the event of Purchaser's default in any payment of principal and/or interest when due, or if Purchaser should fail to perform any of the other covenants of the Con-

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tract, then the Contract shall at the option of the Seller be forfeited and determined and any and all payments theretofore made by Purchaser shall be retained by Seller;

WHEREAS, the Purchaser failed to pay the final payment consisting of the entire principal balance and any accrued interest due no later than April 5, 1987.

NOW, THEREFORE, Purchaser, you are hereby notified:

1. Unless all defaults under the Contract are cured within thirty days of the receipt hereof, that it is the intention of Seller to declare all your rights under the Contract to be forfeited, and all payments made by you will be retained by Seller.

2. That it is the intention of Seller to institute proceedings to evict you from possession of the Property under an Act relating to Forcible Entry and Detainer, unless you remedy the aforesaid defaults within thirty days of the receipt hereof.

IN WITNESS WHEREOF, HAROLD L. STREATOR, 5339 N. Milwaukee Avenue, Chicago, Illinois, as agent and attorney, has hereunto set his hand and seal this 5th day of January, 1988.

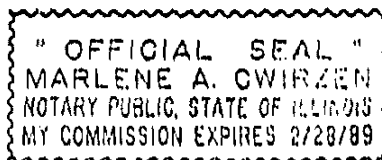
Harold L. Streator

HAROLD L. STREATOR

SUBSCRIBED AND SWORN TO
before me this 5th day
of January, 1988.

Marlene A. Cwirzen

Notary Public



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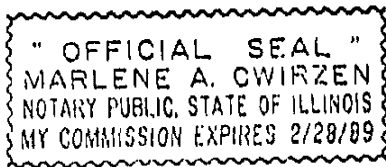
AFFIDAVIT OF SERVICE

HAROLD L. STREATOR being duly sworn on oath deposes and says that on the 5th day of January, 1988, he served copy of NOTICE OF INTENTION TO DECLARE FORFEITURE OF ALL RIGHTS UNDER INSTALLMENT AGREEMENT FOR DEED AND NOTICE OF INTENTION TO FILE FORCIBLE DETAINER SUIT upon JOSEPH WILAS and JOSEPH M. JAKUBOW by sending a copy thereof to the last known address of the said JOSEPH WILAS and JOSEPH M. JAKUBOW by registered mail with request for return receipt from the addressee.

Harold L. Streator
HAROLD L. STREATOR

SUBSCRIBED AND SWORN TO
before me this 5th day
of January, 1988.

Marlene A. Cwirzen
Notary Public



This Notice of Intention to declare forfeiture is being recorded to correct errors in the original Notice recorded 10/27/87 as document 87-578716.
Harold L. Streator

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INSTALLMENT AGREEMENT FOR DEED (REVISED)

THIS AGREEMENT, made and entered into this ^{25th} 24th day of April, 1985, by and between CHRISTOPHER KOWALSKI, Seller and JOSEPH WILAS and JOSEPH M. JAKUBOW, Purchaser.

SELLER, as Beneficiary, is the owner of the real estate, improvements and equipment located at 3858 N. Cicero Avenue, Chicago, Illinois, improve with a one-story commercial building, the legal description of which is set forth below.

SELLER is the owner of the entire beneficial interest in the trust holding legal title to the property, and the holder of the power of direction thereunder.

PURCHASER has negotiated for the purchase of the land, building, improvements, equipment and installations, and the parties have agreed to consummate this sale and purchase upon the terms and conditions herein expressed.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

IT IS HEREBY AGREED by and between the above Seller and Purchaser, as follows:

1. 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 deed with waiver of dower and homestead, or by Trustee's deed as the case may be, subject to the matters hereinafter specified, the premises situated in the County of Cook, and the State of Illinois, and commonly known and described as, 3858 North Cicero Avenue, Chicago, Illinois, and legally described as follows:

Lot 381 in Grayland Park Addition to Chicago, Being a Subdivision of the North 1/2 of the North East 1/4 of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

said conveyance to be expressly subject to the following:

(a) General taxes and all special assessments and special taxes, if any, not due on the date of conveyance whether heretofore or hereafter levied.

(b) The rights of all persons claiming by, through or under the Purchaser;

(c) Easements of record and party walls and party wall agreements, if any;

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(d) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;

(e) Roads, highways, streets and alleys, if any; (f) Usual stock printed objections, if evidence of title is provided pursuant to 2(a), and at the time of conveyance, Bill of Sale for the following items of personal property will also be delivered: Screens; storm windows and doors; shades; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools.

2. Seller agrees to furnish to Purchaser on or before final closing, at Seller's expense, the following evidence of title to the premises: (a) Owner's Title Insurance Policy commitment in the full amount of the purchase price, issued by Attorneys' Title Guaranty Fund, or (b) Certificate of Title issued by the Registrar of Titles of Cook County, Illinois, and tax and assessment search, showing merchantable title in Seller on the date hereof subject only to the matters specified in Paragraph 1 hereof and to all taxes and assessments not due on the date of closing, and existing mortgage of record. If evidence of title discloses other defects, upon prompt notice thereof to Purchaser, Seller shall have thirty (30) additional days to cure such defects, but Purchaser may take title with such other defects (with the right to deduct from the purchase price, liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. Purchaser shall pay all subsequent title charges.

3. Purchaser hereby covenants and agrees to pay Seller at such place as Seller may designate in writing, and until such designation at the address indicated opposite the Seller's signature, the price of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), in the manner following, to-wit:

(a) \$5,000.00 including earnest money, if any, shall be paid at initial closing which shall be at the office of Chester M. Przybylo, 5339 N. Milwaukee, Chicago, Illinois on April 24, 1985. *CK*

(b) The balance of \$195,000.00 with interest at 14% per annum, except that if the interest rate paid by Seller on his loan at Golf Mill State Bank, Niles, Illinois, (said loan being secured by a mortgage on the real estate which is the subject of this Installment Agreement) shall increase to 14% per annum, or more, the rate of interest on the balance shall be 1% above the rate paid by Seller to Golf Mill State Bank. Principal and interest shall be payable in monthly installments as follows: *Przybylo*

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|------|----------------------------------|
| i) | 3 months at \$2,500.00 per month |
| ii) | 3 months at \$2,750.00 per month |
| iii) | 3 months at \$3,000.00 per month |
| iv) | 9 months at \$3,250.00 per month |
| v) | 5 months at \$3,500.00 per month |
- CK*
Przybylo

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In addition to the principal and interest payment, Purchaser shall pay \$ 300.00 (representing one-twelfth of the annual real estate taxes) and ~~\$ _____ (representing one-twelfth of the estimated annual insurance premiums)~~. Said payments shall commence on the 5th day of May, 1985, and shall be due on the 5th day of each successive month thereafter, with the final payment consisting of the entire principal balance and any accrued interest due no later than April 5, 1987. There shall be a late charge of 5% for each monthly payment not received by the 5th day after the due date.

Car. for J.A.D.

(c) Commencing on the date of possession, Purchaser shall be responsible for all general real estate taxes and special assessments, and for the cost to keep all buildings at any time on the premises fully insured against loss by plate glass breakage, fire, lightning, windstorm and extended coverage risks in companies approved by Seller in an amount at least equal to the sum remaining payable hereunder, or replacement value whichever is greater, which insurance, together with all additional or substituted insurance shall require all payments for loss to be applied on the purchase price, and the Purchaser shall deliver the policies therefor to Seller. Annual taxes and insurance premiums shall be paid as provided in Paragraph 3 (b), said payment to be adjusted periodically to conform with the most recent tax and insurance billings. Purchaser shall also be responsible for and pay, if any, special assessment, association fees and assessments, and the premium for such additional insurance policies or endorsements as may be required or warranted by the additional exposure arising from this agreement, if any, so that all insurable interests in the premises are adequately protected.

d) In addition to fire insurance required in paragraph 3(c), the Purchaser agrees to maintain at Purchaser's expense, at all times until the full balance of the purchase price and accrued interest shall have been paid to the Seller, public liability insurance with one or more insurance companies authorized to transact business in the State of Illinois, specifically insuring the Seller as an additional party insured with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) for injury to any one person or resulting from any single occurrence.

e) The original of all insurance policies together with proof of payment of all applicable premiums shall be lodged with the Seller at all times hereunder, and all such insurance shall contain such clauses and/or endorsements as counsel for Seller may reasonably deem necessary in order to afford coverage and protection of the Seller.

4. Possession of the premises shall be delivered to Purchaser at closing, unless otherwise agreed in writing. Real estate taxes, insurance premiums, rents, if any, and other similar items are to be adjusted pro rata as of the date of possession. Purchaser shall receive a credit at closing for current general taxes not yet paid based on the most recent

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8. Neither party shall transfer or assign this agreement or any interest therein without the previous written consent of the other, 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, provided however that Purchaser may agree to sell the subject property if the entire balance due Seller is to be promptly paid from the proceeds following showing of good title

7. Every contract for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than five hundred dollars or which are paid for by purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

6. Seller shall not refinance or add to the principle or the loan of record, and neither party shall suffer or permit any mechanic's, lender's or other liens to attach to or be against the premises or against either Seller's or Purchaser's interest therein and any such lien shall be null and void and of no force or effect.

5. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither permit nor commit any waste on or to the premises, and shall also comply with such additional requirements imposed by the existing mortgage of record, if any, and if purchaser fails to maintain or to make any such repairs or permits or commits waste Seller may elect to make same or to eliminate such waste and pay the cost thereof, which shall then immediately be due from purchaser. The possession rights of the purchaser are subject to reasonable inspection privileges of Seller to confirm compliance with the requirements of this provision.

ascertainable taxes and Seller shall receive a like credit as a reserve for the payment of taxes. Said reserve shall be increased by all tax payments made by Purchaser and decreased by taxes actually paid, the balance in the reserve to be credited to the Purchaser at the time of final payment. If taxes increase 10% or more, when the exact amount of the taxes prorated under this agreement can be ascertained, the taxes may be prorated by either party and the amount thus computed as due shall be promptly paid by the appropriate party. Real estate commission, if any, shall be paid at final closing.

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and loan approval, and Seller agrees to cooperate in such transfer. Purchaser will not lease the premises, nor any part thereof, for any purpose, without Seller's prior written consent.

9.(a). 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. It is not the intention of the parties hereto that the Seller be divested of any right, title or interest, legal or equitable, prior to delivery of deed, nor that the security of the lender of record be in any way diminished, so that lender of record could, under a provision in the Seller's mortgage document, if any, or otherwise, declare a default, or accelerate the principal balance of the loan, or increase the interest rate, or impose any other additional fees or charges. Nevertheless, any and all legal and equitable rights which would otherwise accrue by law to contract purchasers and contract sellers as a consequence of the interests acquired by the parties hereto but for this Paragraph 9, shall accrue to the Seller and Purchaser herein and all such rights are hereby incorporated in this agreement by this reference as though fully set forth herein.

9.(b). If the lender of record attempts to declare a default, or to accelerate the principal balance, or to increase the interest rate or impose some other additional fee or charge based on an alleged transfer of interest of the Seller notwithstanding the foregoing Paragraphs 9(a) and 9(b), either party may at their own cost and expense lawfully resist same, or by agreement do so cooperatively, however if said attempt is acquiesced to by both parties or upheld by a final order of a court of competent jurisdiction, Purchaser shall be responsible for obtaining necessary funding.

10. No extension, change, modification or amendment to or of this agreement of any kind whatsoever, shall be made or claimed by either of the parties hereto, nor have any force or effect whatsoever, unless it shall be agreed to in writing by the parties.

11. In the event of Purchaser's default and resulting 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 case of the failure of Purchaser to make any of the Payments, or any part thereof, or perform any of the covenants hereunder, this agreement shall, at the option of the 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 reenter and take possession of the premises. In the event this agreement shall be declared null and void by Seller on

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25. Seller agrees to promptly make the monthly mortgage payments as required under the mortgage of record, including interest, principal, and reserve, and to pay taxes and insurance when due or to cause such payment by the Lender as the case may be. Seller warrants that the balance due on the mortgage of record, including accrued interest, is and shall at all times during the term of this Agreement be less than the balance due

24. Seller shall remove from premises by date of possession all debts and personal property not to be conveyed by bill of sale to Purchaser.

23. At or prior to closing Seller will furnish a survey showing that all improvements, including buildings, fences, patios, sidewalks and driveways are within the lot lines, and showing no easement violations and no encroachments of improvements from adjoining properties. Fences, driveways, sidewalks, patios and outbuildings without foundations located on easements on the premises, or within one foot of the lot line, shall not be violations of this provisions.

22. If, prior to the closing specified in Paragraph 3(a) improvements on the property shall be destroyed or materially damaged by fire or other casualty, this agreement, at the option of the Purchaser, shall become null and void.

21. 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 ten years of the date of execution of this agreement.

20. 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.

19. All notices and demands hereunder and amendments hereto shall be in writing. The mailing of a notice or demand by prepaid registered mail to the other at the address appearing below, or to such other address as either may subsequently designate to the other in writing, or to the last known address of either, as the case may be, 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, except only as may be otherwise provided herein.

18. If there be more than one person designated 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. Where Purchasers are husband and wife their interest under this agreement shall be in joint tenancy with right of survivorship unless otherwise provided herein or directed by Purchasers.

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Seller from Purchaser. Seller agrees not to add to the principal of the loan of record, nor to refinance, without Purchasers prior written consent.

26. The real estate which is the subject of this Installment Agreement is exclusively commercial property. Seller and Purchaser agree that neither this Installment Agreement nor any memorandum thereof shall be recorded in of the office of the Recorder of Cook County, Illinois.

27. The legal and equitable title to the property which is the subject matter of this contract is held in a land trust under a trust agreement dated the 12th day of April 1984 and known as Trust No. 847, of which Gladstone-Norwood Trust and Savings Bank is trustee.

28. That the Seller is the sole beneficiary of the land trust described in the preceding paragraph and the only person authorized to exercise the power of direction under the trust agreement creating the trust, and upon receipt of the balance of the purchase price as set forth in paragraph 3 above, the Seller expressly agrees to exercise the power of direction reserved to him under the trust agreement and to direct the trustee to perform this contract by delivery of a trustee's deed and other requisite instruments.

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

Christopher Foralster

SELLER, and as sole beneficiary and holder of the power of direction under a trust agreement dated April 12, 1984, and known as Trust 847, of which Gladstone-Norwood Trust and Savings Bank is Trustee

Joseph M. Jakubow

PURCHASER

Joseph M. Jakubow

PURCHASER

The Seller is aware that Joseph M. Jakubow is an agent and salesman for Superior Realty. *CM*

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