

UNOFFICIAL COPY

88205567

Articles of Agreement, Made this 15th day of March A. D.
Nineteen Hundred and Sixty (1960), between JENNIE HARRIS DISCHINGER, a widow
and not since remarried not as tenants in hereinafter called Seller, and
A. RALPH DAVIS AND ESTHER DAVIS, his wife, as joint tenants hereinafter called Purchaser:

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the said Purchaser, in fee simple clear of all incumbrances whatever, including waiver of dower and homestead, except as hereinafter provided, by a good and sufficient Warranty Deed, accompanied by a Certificate of Title issued by the Registrar of Titles or complete merchantable abstract of title or merchantable copy to the date hereof or merchantable guaranty policy, the lot, piece, or parcel of ground situated in the County of Cook and State of Illinois known and described as follows:

The South 10 feet of lot 14 and all of lot 15 in block 7 in Lucy M. Green Addition to Chicago, being a subdivision of the North East quarter of the North East quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(SEE RIDER HERETO ATTACHED AND HEREBY MADE A PART HEREOF)

And the Purchaser hereby covenants and agrees to pay to the Seller, at such place as Seller may from time to time designate in writing, and until such designation, at the office of Seller the sum of

Twenty-three Thousand Five Hundred (\$23,500.00) Dollars in the manner following, to-wit: \$3,500.00 upon the signing of these Articles, the receipt whereof is hereby acknowledged, and the balance of Twenty Thousand (\$20,000.00) Dollars shall be payable at the rate of \$160.00 per month or more, commencing April 15, 1960, and payable on the 15th day of each month succeeding until the principal balance is reduced to \$11,750.00 at which time Seller will deliver her deed to Buyers, who shall execute and deliver their purchase money mortgage to Seller, payable on the same terms as to payment, as specified herein. In addition to aforesaid monthly payments, Buyers shall at the same time each month deposit with Seller a sum equal to 1/12th of the estimated amount of annual real estate taxes. Said monthly payments of \$160.00 or more shall be applied first to interest and then to principal, and include

~~xxx~~ interest at the rate of 6 1/2 (%) per centum per annum payable monthly ~~xxxxxx~~ on the whole sum remaining from time to time unpaid. It is further expressly understood and agreed between the parties hereto:

- That the conveyance to be made by the Seller shall be expressly subject to the following:
 - All taxes, special assessments and special taxes levied after the year A. D. 1958 ~~xxxxxx~~ date hereof
 - All installments of special assessments heretofore ~~xxxxxx~~ falling due after the ~~xxxxxx~~ date hereof
 - The rights of all persons claiming by, through or under the Purchaser;
 - Parties and party-will agreements if any;
 - Building lines and building restrictions;
 - The rights, if any, of the public in any portion of the premises aforesaid, which may fall within any public street, way or alley adjacent or contiguous to said premises;
- The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.
- That each and every contract for repairs and improvements on the premises aforesaid, 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 property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to the Seller, who may be retained by Seller.
- That the Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of the Seller, and that 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 said premises, but shall render this contract null and void, at the election of the Seller; and that the Purchaser will not sub-let or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Seller.
- That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by Purchaser, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser, shall have any force or effect without the previous written consent of the Seller, and that any such extension, change, modification or amendment, made or claimed by the Purchaser, shall be null and void.

8. That said Purchaser shall keep all buildings at any time on said premises insured at Purchaser's expense against loss by fire, lightning and tornado in companies to be approved by the Seller to an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional insurance shall require all payments for loss to be applied on said indebtedness, and deliver the said policies of insurance to Seller.

9. And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall, at the option of the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made on this contract, and such payments shall be retained by the said Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event the Seller shall have the right to re-enter and take possession of the premises aforesaid.

10. In the event this contract or agreement shall be declared null and void by the Seller on account of any default, breach or violation by the Purchaser in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Seller, of a written declaration of forfeiture hereof, in the Recorder's Office of said County.

11. That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Purchaser shall belong to and be the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.

12. That the Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding in which Seller may be made a party by reason of being a party to this agreement, and that the Purchaser will pay to the Seller all costs and expenses, including attorney's fees incurred by the Seller in enforcing any 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 the Seller against the Purchaser on or under this agreement.

13. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

14. The Purchaser hereby irrevocably constitutes, appoints, ratifies and authorizes any attorney at law or any attorney of any court of record attorney for Purchaser, in Purchaser's name, on behalf of Purchaser of any of the covenants and agreements herein to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for re-possession may be issued immediately; said Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given, is given by such persons jointly and severally.

15. If there be more than one person designated herein as "Seller" or as "Purchaser," said word or words (as the case may be) wherever used herein, and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural. IT IS MUTUALLY AGREED By and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these Presents have hereunto set their hands and seals in duplicate, this day and year first above written.

Sealed and Delivered in the Presence of

Jennie Harris Dischinger (SEAL)

A. Ralph Davis (SEAL)

Esther Davis (SEAL)

(SEAL)

88205567

INSTALLMENT CONTRACT

Articles of Agreement
FOR WARRANTY DEED

UNOFFICIAL COPY

ADDRESS OF PROPERTY:

439 S. Green St
Chicago, Ill



MAIL TO:

Esther Davis
432 S. Green
Chicago, Ill

GEORGE COLF COMPANY

ASSIGNMENT.

For value received the undersigned do hereby assign all right, title and interest in, to and under the within articles of agreement for warranty deed.

unto heirs and assigns, subject to the consent of the Seller thereunder, and in consideration of such consent do hereby guarantee the performance by said assignee of all the covenants on the part of the Purchaser.

Witness the hand of the undersigned, this day of A. D. 19

[SEAL]

In consideration of the above assignment and written consent of the Seller hereby assume and agree to make all the payments and perform all the covenants and agreements by the Purchaser to be made and performed under the within agreement.

Witness hand and seal this day of A. D. 19

[SEAL]

[SEAL]

CONSENT TO ASSIGNMENT.

hereby consent to the foregoing assignment of the within agreement to on the express condition, however, that the assignor shall remain liable for the prompt payment and performance of the covenants on the part of the Purchaser therein mentioned, and that no further assignment of said agreement, or any part thereof shall be made without the written assent thereto of the undersigned.

Witness hand and seal this day of A. D. 19

[SEAL]

Received on the within Contract
the following sums

PAYMENTS - \$160.00

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cr.	Dollars Cr.	

Received on the within Contract
the following sums

RETAIL ESTATE TAXES
\$22.50 less credit

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cr.	Dollars Cr.	

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cr.	Dollars Cr.	

DATE	INTEREST	PRINCIPAL	REMARKS
19	Dollars Cr.	Dollars Cr.	

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RIDER attached to and forming part of certain ARTICLES OF AGREEMENT DATED March 15, 1960 by and between JENNIE HARRIS DISCHINGER, as SELLER, and A. RALPH DAVIS and ESTHER DAVIS, as BUYERS, WITNESSETH:

16. The parties hereto agree that the Seller shall have the right at any time hereafter, at her own cost and expense, to obtain and place upon the property a mortgage, provided that the amount thereof shall not exceed the amount then due under these Articles and that the payments under said mortgage shall not exceed the amount of the payments under said Articles, and provided further that if there by any default in payments under said mortgage, the Buyers shall have the right to make such payments, if they so desire, and receive credit therefor under these Articles. Buyers hereby agree that, upon written request from Seller, they will promptly execute any papers and documents necessary to subordinate their interest in these Articles to such mortgage; and failure to execute such papers and documents shall constitute a breach under these Articles on the part of Buyers.

17. Seller agrees that, upon request of Buyers, the paid tax bills will be produced for examination each year by the Buyers. In the event Seller does not pay the real estate taxes when due, the Buyers may do so, in which event the amounts so paid by the Buyers can be deducted by them from the amount due under the Articles.

18. Seller has brought down to date the title to said property, at her own cost and expense, and has presented to Buyers a copy thereof showing title insurance in the amount of the purchase price. When Buyers are entitled to a deed, Seller shall deliver to them the title insurance policy bearing date of March 4, 1960 and shall have no further title expense, except for the release and showing of any mortgage placed by Seller, and revenue stamps.

Jennie Harris Dischinger (SEAL)
A. Ralph Davis (SEAL)
Esther Davis (SEAL)

DEPT-01 RECORDING
T#2222 TRAN 2499 05/13/88 13:06:09 \$13.25
#1291 # 13 * 08-205667
COOK COUNTY RECORDER

88205667

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WILLIAM B. ...
JAN 12, 1961
CHICAGO, ILL.

to the ...
the ...
amount ...
property ...
the ...

Property of Cook County Clerk's Office

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