

AGREEMENT, made this 27th day of MAY, 1988, between Edward Hall, sole beneficiary of Trust # 499, dated July 16, 1981, Seller, and at Commercial National Bank of Chicago and FRANK PAEZ, 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 TRUSTEE'S DEED 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 IN BLOCK 4 IN MCREYNOLD'S SUBDIVISION OF PART OF THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING EAST OF A LINE FIFTY (50) FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION SIX (6) CONVEYED TO THE CITY OF CHICAGO) COOK COUNTY, ILLINOIS.

17-06-201-040
1528 N. ASHLAND AVE. CHGO 60622

and Seller further agrees to furnish to Purchaser on or before MAY 27, 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 Attorneys Title Warranty Fund, (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 Edward Hall, P.O. Box 2733 Ormond Beach, Florida

the price of Fifty-two-thousand and 00/100 (52,000.00) Dollars in the manner following, to-wit: \$ 25,000.00 plus or minus prorations at the time of closing and the balance of \$ 27,000.00 in equal monthly installments of \$ 356.81 commencing JULY 1, 1988 and \$ 356.81 on the first day of each month thereafter with final payment due, if not sooner paid on JUNE 1, 1998.

with interest at the rate of 10% per cent per annum payable with each monthly installment on the whole sum remaining from time to time unpaid.

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

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 1987/1988 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, 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.

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RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF A CERTAIN INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED DATED 27th OF MAY, 1988, BY AND BETWEEN EDWARD HALL, SOLE BENEFICIARY OF TRUST # 499 DATED JULY 16, 1981, AT COMMERCIAL NATIONAL BANK OF CHICAGO, SELLER AND FRANK PAEZ, PURCHASER, FOR THE PROPERTY COMMONLY KNOWN AS 1528 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS

1. PURCHASER reserves the right to prepay any part of the unpaid balance of the purchase price at the time of paying any monthly installment without notice, penalty or premium.

PURCHASER'S right of prepayment shall not extend the due date of installments falling due after the date of such prepayment.

2. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the PURCHASER or others shall belong to and become the property of SELLER without liability or

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obligation on SELLER'S part to succeed to the PURCHASER's obligation or for any part thereof.

As additional security in the event of default,

PURCHASER shall assign to SELLER all unpaid notes, and all other which

may be due to PURCHASER, and in addition the proceeds of any such

notes, and the proceeds of any such other property which may be

owned or controlled by PURCHASER, and the proceeds of any such

property, to the extent of the amount of the purchase price.

SELLER shall not be bound to accept any such assignment or

proceeds, and shall not be bound to make any such assignment or

proceeds available to PURCHASER, and shall not be bound to

make any such assignment or proceeds available to any other

party, and shall not be bound to make any such assignment or

proceeds available to any other party, and shall not be bound

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party, and shall not be bound to make any such assignment or

proceeds available to any other party, and shall not be bound

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obligation on **SELLER'S** part to account to the **PURCHASER** therefor or for any part thereof.

3. As additional security in the event of default, **PURCHASER** assigns to **SELLER** all unpaid rents, and all rents which accrue thereafter, and in addition the remedies provided in conjunction with any of them, **SELLER** may collect any rent due and owing and may seek the appointment of a receiver.

4. In addition to the monthly payments provided herein, **PURCHASER** shall pay with each monthly payment 1/12 of the annual real estate tax bill and 1/12 of the annual insurance premium to be held by **SELLER** in escrow for the payment of such bills when due. Should this amount become insufficient over any one year period, **SELLER** may require **PURCHASER** to increase the monthly tax and insurance escrow payment to cover the insufficiencies.

5. At least five (5) days prior to the delivery of the Trustee's Deed, **SELLER** shall show to **PURCHASER** or his agent, evidence of merchantable title and in the intended grantor free and clear of all encumbrances, except those attributable to **PURCHASER**, and those listed in paragraph 1 of the Installment Agreement for Trustee's Deed. All title expenses at said time of delivery of deed, except customary Illinois and Cook County Transfer Tax, shall be paid for by **PURCHASER**.

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obligation on SELLER'S part to account to the PURCHASER hereafter or for any part thereof.

3. As additional security in the event of default, PURCHASER assigns to SELLER all unpaid rents, and all rents which accrue hereafter, and in addition the remedies provided in connection with the lease. SELLER may collect any such rents and may seek the appointment of a receiver.

4. In addition to the monthly payments provided herein, PURCHASER shall pay with each monthly payment 1/12 of the annual real estate tax bill and 1/12 of the annual insurance premium to be paid by SELLER in escrow for the payment of each bill when due. Should the amount become insufficient over any one year period, SELLER may require PURCHASER to increase the monthly tax and insurance escrow payment to cover the

insufficiency.
5. At least five (5) days prior to the delivery of the Goods, SELLER shall show to PURCHASER or his agent evidence of merchandise title and in the enclosed general invoice and clear of all encumbrances, except those attributable to PURCHASER, and those listed in paragraph 1 of the installment agreement for Goods' cost. All title expenses as well as the delivery of Goods, except necessary Illinois and Cook County Transfer Tax, shall be paid for by PURCHASER.

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6. The property is sold in "as is" condition and Seller makes no warranty or representations as to any building and zoning law violations that might be pending.

Edward Hall

EDWARD HALL

Frank Paez

FRANK PAEZ

Property of Cook County Clerk's Office

[Faint handwritten notes]

DEPT-01-RECORDING \$15.25
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#2813 # 2 *--83--247148
COOK COUNTY RECORDER

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The property is sold in "as is" condition and
Seller makes no warranty or representations as to any building
and zoning law violations that might be pending.

EDWARD HALL
FRANK PAREN

MAIL TO:
HORST R. SEYDERTH
4001 N. E. ASPEN AVE.
CHICAGO ILL. 60618

CLERK: COMM. RECORDER
RECORD # 4 *--0213--03.11.14
APR 17 10 44 AM 2013 EVALUATED 11.15.00
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Office