

55-24-3148

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

FRANK PAEZ

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.

17-06-2912-040
1528 N. ASHLAND AVE. CHGO 60622

and Seller further agrees to furnish to Purchaser on or before MAY 17, 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

2/3/88
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

2/3/88, 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.

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE	INVEST	PRINCIPAL

GEORGE E. COLE®
LEGAL FORMS

SELLER:	<i>John K. Cole</i>	PURCHASER:	<i>John K. Cole</i>
(SEAL)		(SEAL)	
(SEAL)		(SEAL)	
(SEAL)		(SEAL)	
MAIL TO: HOST E. SEYFERTH		400 N. ELSTON CHICAGO, IL. 60618	
<i>Property of Cole</i>			

Sealed and Delivered in the presence of _____
Seller first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, this day and
the remaining provisions of this agreement.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be
ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of such provision or
principals or his agent within 10 years of the date of execution of this contract, his been received by the Seller, his
violation which extends to Purchaser shall no notice before or after government authority of a dwelling code
20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code
extended to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall
be given or made on the date of mailing.
Purchaser at 2529 W. Madison, Chicago, Ill. 60647, or to the last known address
of either party, shall be sufficient service thereof. Any notice or demand mailed herein shall be deemed to have
been given or made on the date of mailing.

P. O. Box 2733, Oconomowoc Beach, Florida 32975
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at
herein and the verbs than one person associated therewith, although expressed in the singular, shall be read and construed as
17. It shall be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used
in this paragraph given in accordance with the more notice be more than one person above designated as "Purchaser", the power and authority
with reference to such action. If there be more than one person from whom such persons jointly and severally,
judge of judgment, such suit, including expenses attorney's fees, and to waive all errors and right of appeal from such
and service thereof, and to record a copy of such documents Purchaser to Seller, or Seller, assignee, for such sum as may be due,
16. Purchaser hereby consents hereto, to enter Purchaser's name, in Purchaser's name, on record by
the exercise of the right of forfeiture, or any other right herein given.
equity, or for any other reason hereto mentioned, have every other remedy given by this agreement or otherwise, with
15. The remedy of Seller shall not be exclusive of any other remedy, but Seller shall, in case of
Seller's attorney's fees, incurred by Seller in any action or proceeding to whom Seller will pay to Seller, all improvements,
costs and expenses, including attorney's fees, incurred by Seller against Purchaser on account of the provisions of this
agreement, including attorney's fees, incurred by Seller, in enforcing any of the covenants and provisions entered in any proceeding brought by
14. Purchaser shall pay to Seller its costs and expenses, including attorney's fees, incurred by Seller in any action or
proceeding to whom Seller may be made a party by reason of this agreement, and Purchaser will pay to Seller, all improvements,
equity, or for any other reason hereto mentioned, have every other remedy given by this agreement or otherwise, with
13. In the event of the 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 Seller, shall belong to the property of Seller without
Seller in any of the provisions hereof, this agreement shall be null and void by Seller on account of any default, breach or violation by
12. In the event this agreement shall be declared null and void by Seller in the Recorder's office of said County.
by Seller in any of the provisions hereof, this agreement shall be null and void by Seller on account of any default, breach or violation by
11. In case of the failure of Purchaser to make any of the payments, or any part thereof, all payments made on this agreement,
payments made on this agreement shall be terminated by Seller in full satisfaction of the same.
10. If Purchaser fails to pay taxes, assessments, premiums, insurance premiums or any other item which Purchaser is obligated to pay
hereunder, Seller may elect, to pay such items and any amount so paid shall become an addition to the purchase price
immediately due and payable to Seller, with interest at 10% per cent per annum until paid.

UNOFFICIAL COPY

35247113

RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF A
CERTAIN INSTALLMENT AGREEMENT FOR TRUSTEE'S
DEED, DATED 27th 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, PUR-
CHASER, 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 any monthly 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

8416238

UNOFFICIAL COPY

RECORDED ON SHEET(S) BASED ON INFORMATION OF THE PURCHASER
OR FOR ANY OTHER PURPOSE

NOTICE IS HEREBY GIVEN THAT THE PURCHASER OR PURCHASEES

DO NOT OWN THIS PROPERTY AND THAT IT IS THE PROPERTY OF THE

THE CIVIL ENGINEERING DEPARTMENT OF THE CITY OF CHICAGO, WHICH

IS THE OWNER OF RECORD OF THIS PROPERTY. THIS PROPERTY IS SUBJECT

TO THE SAME TAXES AS ARE PAID BY THE CIVIL ENGINEERING DEPARTMENT

FOR THE PROPERTY OWNED BY THE PURCHASER OR PURCHASEES.

NOTICE IS HEREBY GIVEN THAT THE PURCHASER OR PURCHASEES

DO NOT OWN THIS PROPERTY AND THAT IT IS THE PROPERTY OF THE CIVIL

ENGINEERING DEPARTMENT OF THE CITY OF CHICAGO, WHICH IS THE OWNER OF

RECORDS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO THE SAME TAXES

AS ARE PAID BY THE CIVIL ENGINEERING DEPARTMENT OF THE CITY OF CHICAGO

FOR THE PROPERTY OWNED BY THE PURCHASER OR PURCHASEES.

NOTICE IS HEREBY GIVEN THAT THE PURCHASER OR PURCHASEES

DO NOT OWN THIS PROPERTY AND THAT IT IS THE PROPERTY OF THE CIVIL

ENGINEERING DEPARTMENT OF THE CITY OF CHICAGO, WHICH IS THE OWNER OF

RECORDS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO THE SAME TAXES

AS ARE PAID BY THE CIVIL ENGINEERING DEPARTMENT OF THE CITY OF CHICAGO

FOR THE PROPERTY OWNED BY THE PURCHASER OR PURCHASEES. THIS PROPERTY

IS LISTED AS PURCHASED BY THE PURCHASER OR PURCHASEES.

RECORDED
ON SHEET(S)

UNOFFICIAL COPY

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.

88247148

UNOFFICIAL COPY

application of SELLER's best good faith to give PURCHASER greater
protection than the law itself provides.

ARTICLE I. GENERAL PROVISIONS

PURCHASER agrees to SELLER all rights and
privileges of SELLER in respect of the business
and property of SELLER which may be
concerned with the sale of such property.

PURCHASER shall pay to SELLER his proportionate
share of all expenses incurred by SELLER in
connection with the sale of such property.
SELLER shall not be liable for any loss
incurred by PURCHASER in connection with
the sale of such property.

SELLER shall make available to PURCHASER
such information concerning the business
as PURCHASER may reasonably require
in connection with the purchase of such
business. PURCHASER shall not disclose
any information concerning the business
to any third person without the
written consent of SELLER.

UNOFFICIAL COPY

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

DEPT-01-RECORDING \$15.25
T#1111 TRAN 5013 96/07/88 16:18:00
#2813 # A *-88-247148
COOK COUNTY RECORDER

88247148

88247148

5 Mail

UNOFFICIAL COPY

o. The photocopy is being "as is" configuration and
seficial makes no warranty or representations as to its suitability
and machine is a duplicate must be beginning.

BENNY LEE

EDWARD HALL

MAIL TO:
HAROLD R. SEYFERTH
4001 N. KELLOGG AVE.
CHICAGO, ILLINOIS 60618

RECEIVED - REC'D
11/11/1993 2:05 PM
CLERK'S OFFICE
COOK COUNTY, ILLINOIS
RECORDED

24-155-288

BRITTONS