٦,	(ILLINOIS)  CAUTION Contail plan or helper us my or a truy union as softing the way to true including the respondent by and him as, are excluded.
	AGREEMENT, made this 7th day of June ,1988 between SIDNEY D. BECKER and JEAN ANN BECKER, his wife, Seller, and
	JOSE GUADALUPE LOPEZ  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 Stamped 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 1 in Van Horn and Sinclair's Resubdivision of Lots 10 to
	15 of Block 21 of Ravenswood Subdivision of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
	COMMONLY KNOWN AS 1634-36 W. MONTROSE & 4405-11 N. PAULINA, CHICAGO, IL. P.I.N. 14-18-223-018-0000
	SEE RIDF& ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.
	and Seller further agree to furnish to Purchaser on or before
	BECKER, 3300 N. Southport, Chicago, Illinois 60657
	the price of TWO HUNDRED SEVENTY THOUSAND & NO/100 (\$270,000.00)
	with interest at the rate of 10% per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser or ... Closing, subject to existing tenancies, ..., provided and Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are tab adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1983 are to be prorated from January I 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—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 an 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 is susments 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 stiffer 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 10 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, or all 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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	This Instrument was prepared by:  P. JEROME JAKUBCO  P. JEROME JAKUBCO
	(JABS) - (SEAL)
	Sealed and Delivered in the presence of
	the remaining provisions of this agreement.  IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.
	principal or his agent within 10 years of the date of executor and this contract.  21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision of the extent of such provision or invalidating or affecting the remainder of such provision or invalidating or affecting the remainder of such provision or
	extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.  20. 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 it acceution of this contract has been received by the Seller, his
	of either party, shall be sufficient service (here of. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.  19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall
	Purchaserat 1628 W. Montrose, Chicago, Illinois 60613 or to the last known address
	plural.  18. All notices and demands kere nider shall be in writing. The mailing of a notice or demand by registered mail to Seller at \$300 N. Southport, "Orser of a 1111101 and \$300 N. Southport," Orser of a 2001 and a selection of the selecti
	in this paragraph given is given by such persons jointly and severally.  17. If there be more it an one person designated herein as "Seller" or as "Purchaser", such word or words wherever used berein and the verbs and pronous associated therewith, although expressed in the singular, shall be read and construed as been and pronous associated therewith, although expressed in the singular, shall be read and construed as
	cogether with the costs of such suit; including reasonable attorney's fees, and to waive all errors and right of appeal from such such such such such such services or demand under any statute in this State with reference to such just of action a fitting to be more than one person above designated as "Purchaser" the power and authority with reference to such just of action a fitting to be more than one person above designated as "Purchaser" the power and authority
	16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any outhous ond record, waive process and service thereof and court of record, waive process and service thereof and court of record, waive process and service thereof and court of record, waive process
	default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporancously or otherwise, with the exercise of the right of foreiture, or any other right herein given.
	Costs, expenses and attorney's fees may be included in and form a part of any other remedy, but Seller shall, in case of 5eller against Purchaser on or under this agreement.  Seller against Purchaser on or under this agreement.
	14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action by seller against Purchaser on account of the provisions hereof, and all such agreement and incurred in any action by seller against Purchaser on account of the provisions hereof, and all such
	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 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 the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forteiture hereof in the Recorder's office of said County.
	11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's coverants hereunder, this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages bayments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller austained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.
	10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay here in an addition to the purchase price immediately due and payable to Seller, with interest at 10 per cent per annum until paid,

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RIDER ATTACHED TO AND MADE A PART OF A CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED, DATED JUNE 7, 1988, MADE BETWEEN SIDNEY D. BECKER and JEAN ANN BECKER, AS SELLERS, AND JOSE GUADALUPE LOPEZ, AS PURCHASER.

- In addition to the payment of principal and interest herein provided, Purchaser shall pay monthly therewith to Sellers a sum equal to 1/12th of the real estate taxes most recently levied and assessed against said property.
- In addition to the payment of principal, interest and taxes to be paid monthly as aforesaid, Purchaser shall pay Sellers with each monthly payment, 1/12th of the annual premium necessary to provide the following coverages of insurance:
- (1) \$223,000.00 fire, extended coverage, vandalism and malicious mischief insurance, and (2) owner's, landlord's and tenants' public liability insurance with limits of \$300,000.00. Said insurance shall be procured from companies acceptable to Sellers and shall provide for Sellers to be named as Contract Sellers and Purchaser to be named as Contract Purchaser. Sellers shall retain and hold the original of said policy as additional security. In the event Sellers are not in receipt of policies of insurance as herein provided at least 30 days prior to the expiration of such rolicies then in force, Sellers retain the right to obtain the aforesaid in surance for Purchaser, to charge the cost thereof to Purchaser, and to add the cost of said insurance to the principal balance then due percunder in the event of non-payment by Purchaser. The failure to procure such insurance after an attempt to obtain same by Sellers and Purchaser shall not constitute a default hereunder.
- 3. From the escrow account Seliers shall establish, Sellers shall pay the real estate taxes when due and shall pay the insurance premium upon presentation of the invoice from Purchaser. Sellers shall submit to Purchaser a photocopy of the real estate tax bill indicating that it has been paid.
- 4. Purchaser shall have the right to prepay any of the principal balance outstanding at any time without penalty or premium.
- 5. Purchaser shall have the right to place a mortgage upon the premises provided the proceeds thereof shall be used to discharge the amount owed to Sellers and to receive Seller's Deed.
- 6. It is not intended that any of the provisions set forth herein shall supercede any of the printed matters contained herein, but shall be in addition to said printed matters.
- Sellers and Purchaser agree that Sellers will execute a Warranty Deed to Purchaser to be held in escrow by Seller's Attorney, P. JEROME JAKUBCO. P. JEROME JAKUBCO shall tender said Deed to Purchaser upon his performance of all the covenants of this Installment Agreement for Warranty Deed.
- 8. Paragraphs 14., 15., and 16. of this Installment Agreement for Warranty Deed shall be interpreted to be applicable to both Sellers and Purchaser.
- 9. If any installment of principal, interest or escrows are not paid within 5 days of its due date, there shall accrue a late charge of one-fifteenth (1/15) of one (1) percent of the entire unpaid principal balance then due under this Installment Agreement. Said late charge shall accrue only once for each delinquent installment.

Sidney D. BECKER, Seller JOSE GUADAEUPE LOPEZ, Purchaser

Jan Ann Becker, Seller

## UNOFFICIAL COPY

PLEASE MAIL TO:

P. JEROME JAKUBCO 2224 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60618

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