

The Seller, ESTELLE WEITZ

, agrees to sell

/and the Buyer , NASIR AHMED

, agree to purchase

Illinois.

and described as follows:

Vacant Lot. The West 50 feet of Lots 1, 2, 3, 4 and 5, excepting the North 17 feet of said Lot 1 (taken for Street) in Block 1 in H. M. Thompson's Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

TAX NO. 16-01-203-023-0000

at a price of Twelve Thousand and no/100 ----- Dollars (\$12,000.00)

payable as follows: \$ 500.00 upon the signing hereof, the further sum of \$ 3,500.00 when evidence

of good and merchantable title is shown in Seller subject only to the matters herein set forth, and a principal balance

of \$ 8,000.00 payable \$173.94 on the first day of August, 1988, and a like sum on

the first day of each month thereafter, with interest on the unpaid balance at the rate of 11.0% per annum

included _____ until the entire principal and accrued interest have been paid.

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The sale and conveyance of the aforesaid real estate is subject to the following terms and conditions:

11. VESTING OF TITLE: Title to the aforesaid described real estate shall remain in Seller until the principal balance and accrued interest have been fully paid. (1) Buyer shall have only the right to possession and the income therefrom, if any, for so long as Buyer shall not be in default hereunder.

12. DEPOSITS BY BUYER: Buyer shall deposit with Seller one-twelfth of the estimated current real estate taxes and insurance premiums, in addition to and contemporaneously with the principal installments hereinabove provided.

3. SALES AND CONVEYANCE SUBJECT TO: The Buyer takes subject to:

11) General real estate taxes for the years 19____ and subsequent years; questions of survey; Zoning and building laws, ~~and other laws pertaining~~
~~to the premises~~ Rights if any of the public in any portion of the premises which may fall within any street or alley adjacent
to said premises; the rights of any person claiming by or through the Buyer; matters to which the Guaranty Policy to be furnished by
12) Seller, are customarily subject:

4(X) Installments for special assessments falling due after date hereof.

☒ (X) Party-wall and party-wall agreements

(X) Easements or easements of record

(X) Liquor restrictions, if any:

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(x) Covenants, conditions and restrictions of record.

4. IMPROVEMENTS AND REPAIRS: Purchaser shall not make any improvements, or contract for the same without the written consent of Seller, and if such consent is granted, contracts for improvements or repairs shall contain a provision for waiver of lien, and upon the completion of such work or materials furnished, Buyer shall deliver to Seller, waivers of Mechanics' Liens. Buyer shall maintain the improvements of said premises in a good state of repair and that Buyer will not, nor permit others on said premises, to commit waste to the same.

5. PRORATIONS Taxes, ~~insurance, interest, and other items~~ and other items usually prorated, shall be adjusted prorata as of the date the deposits provided are made by Buyer. ~~Insurance, interest, and other items~~

6. RIGHT OF ASSIGNMENT: Buyer may not assign the within agreement, or any portion thereof or any interest of buyer therein, or any portion thereof, or lease or sublet the premises, or any portion thereof, without Seller's consent. In the event of any assignment, all unpaid balances become immediately due.

7. EVIDENCE OF TITLE: Seller shall within 20 days of the date hereof, furnish Buyer with evidence of good and merchantable title, subject only to the matters herein set forth, by

() Agreement of independent contractors to be independent

() <http://www.broadbandforamerica.com>

(X) Letter of opinion of Chicago Title Insurance Company.

If evidence of title be by a preliminary report of title by a title company, and such report shall contain objections or defects other than those to which Buyer has taken subject, Seller shall have 20 days from the receipt of the report in which to cure the same, and failing to do so, Buyer may, at his election accept the title as it then is, or upon written notice on Seller, declare the within agreement null and void, and Buyer's deposits shall be forthwith returned to him. However in such case Seller shall be liable to Buyer for reasonable attorney's fees incurred.

If evidence of title furnished be satisfactory, and Buyer shall make the additional deposit provided, Seller shall within 15 days thereafter, deliver to Buyer a duplicate Guaranty Title policy covering Buyer's interest as contract purchaser.

8. DELIVERY OF DEED: A Statutory Warranty deed with the required documentary stamps affixed and keys of doors and home

(2) Buyer shall have made all the payment provided, ~~and~~

balance due, with amounts of payment and at a rate of interest as is provided currently to be paid by Buyer, until the said balance of money on mortgage on said premises, to be executed by Buyer, or

~~4.1 The principal balance owed by Buyer shall be equal to or less than an existing mortgage balance, provided Buyer shall assume and agree to pay such mortgage balance (if less than the principal balance, Buyer may pay the difference on terms acceptable to the parties).~~

~~(d) Either party may obtain a mortgage in the amount of the principal balance and accrued interest owed by Buyer, at Buyer's cost. However, Seller shall approve the terms of payment, rate of interest and the cost of obtaining same, but if the amount of payments and interest is not approved by Seller, Seller shall not be bound by this agreement.~~

PLEASE MAIL TO:

{Over}

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

BOX 333 - CC

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9. POSSESSION: Seller shall deliver possession of subject property to Buyer on or before closing.

10. SELLER'S RIGHT TO MORTGAGE. Seller shall have the right at any time prior to the expiration of the term of this agreement, to mortgage the premises, or to renew any existing mortgage, provided the amount of such mortgage shall not exceed the principal balance then owed by Buyer, and the amount of monthly payments and rate of interest shall not exceed the amount and rate hereunder required of Buyer. Buyer agrees that the rights he has under this agreement shall be subordinate and inferior to any mortgage now of record, or which may be placed of record hereafter, or renewed, and Buyer will, when requested, execute any and all documents necessary or required to effectuate the same. Seller agrees to furnish Buyer with the name and address of the holder of the note secured by any mortgage of the premises. In the event of default by Seller in the payments of any mortgage now or hereafter on said premises, Buyer may make the same, and receive credit therefor against installments due or to become due under the within agreement.

11. ~~CONFIDENTIAL//NOFORN~~ [REDACTED]

12. PLACE OF PAYMENT: All payments required hereunder shall be made at 234 Custer, Evanston, Illinois 60202, or at such place as Seller shall in writing, from time to time, direct.

13. **INSURANCE:** ~~SELLER SHALL MAINTAIN INSURANCE ON THE GOODS~~ The goods shall be insured in the event of loss or damage to the goods in transit to the premises in an amount to be approved by Buyer, but not less than 80% of the purchase price, and public liability insurance, if obtainable. The deposits made by Buyer, provided in Paragraph 2 preceding, may be applied by Seller on the premiums for the aforesaid insurance as they fall due. If Buyer fails to make the deposits as provided, Seller may advance such sums as are required to maintain the insurance in force, and such advances, at Seller's option, may be added to the principal amount owed. All policies shall be retained by Seller. All policies shall contain a loss payable clause in favor of Buyer as his interest in the goods, subject to the right of Seller to recover the amount of the loss from the insurer. ~~SELLER SHALL MAINTAIN INSURANCE ON THE GOODS~~

14. CONDEMNATION OF THE PREMISES: In the event proceedings are commenced in eminent domain with respect to the above described premises, prior to delivery of a deed, the conveyance to be made by Seller shall be subject to such proceedings, and Buyer's rights distributed as follows: reimbursement for court costs, reasonable attorney's fees and other charges expended or incurred in defending in said proceedings, the payment of the principal balance and accrued interest and any other charges due Seller and the payment of the sum thereof remaining to Buyer.

15. **DEFAULT OF BUYER:** In the event Buyer shall fail to make any of the payment provided, when due, including the deposit of sums provided for taxes and insurance, or Buyer shall be in default of any other covenant or condition herein contained, and such default shall continue for a period of 30 days, at Seller's option, and upon Seller giving Buyer 5 days written notice, setting forth the nature of the default, and if at the expiration of the 5 days, Buyer shall then fail to cure such default, Seller may, without further demand or notice, declare the entire remaining principal balance and accrued interest due and payable, and unless forthwith paid, Seller shall have the right to forfeit and determine the within agreement and retain all payments made by Buyer as liquidated damages. Seller shall further have the right to reenter and take possession of the above described premises, if required, to institute forcible entry and detainer proceedings, without further notice.

proceedings, without further notice. In the event Seller elects to determine and forfeit the within contract, as aforesaid, the same shall be conclusively determined and forfeited by Seller filing a written "Declaration of Forfeiture" in the Office of the Recorder of Deeds of Cook County, Illinois.

16. **ALTERNATIVE REMEDIES:** The remedy of forfeiture shall not be exclusive of other remedies, but in the event of default, or breach under this agreement, Seller shall have every other remedy given at law or equity, and shall have the right to maintain and prosecute all available remedies contemporaneously or otherwise, with the right of forfeiture, or any other right or rights given.

17. **PAYMENT OF COSTS:** Buyer shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred in any action or proceedings to which Seller may be made a party by reason of being a party to this agreement, and Buyer shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in the enforcement of the covenants and provisions hereof, and such costs, expenses and attorney's fees may be included in any judgment entered in any proceeding brought by Seller against Buyer under this agreement.

18. JUDGMENT CLAUSE: Buyer hereby constitutes, irrevocably, any attorney of any court of record, as attorney for Buyer, in Buyer's name, on default of any of the provisions on the part of Buyer to be performed, to enter Buyer's appearance, waive service of process, right to trial by jury, and to confess judgment against Buyer in favor of Seller for such amount as may appear to be due, together with the costs of such suit including reasonable attorney's fees, and to waive all errors which may appear in entering said judgment and the right to appeal from such judgment, and to waive all notices and consents in writing that a writ of restitution be issued forthwith. The Buyer waiving all rights to any notice or demand under any statute in this state with reference to such suit or detainer action. If there be more than one person herein designated as "Buyer", the power and authority of confession of judgment is given jointly and severally.

19. STATE OF REPAIRS: The Buyer acknowledges that he has examined the premises, prior to the execution hereof, and that he knows the present state of repairs and of any existing defects, and agrees to accept the premises in its present condition. Seller represents that there are no pending complaints or orders with respect to the violation of any building or zoning ordinance.

20. NOTICE: Any notice required to be served upon either of the parties may be served in person or by registered or certified mail at the last known address of the parties, or as follows:

On Sellers 234 Custer, Evanston, Illinois 60202

On Report: 2800 Gregory, Chicago, Illinois 60625

() Certificate of Compliance attached

(-) It is expressly warranted that no notice has been received from any city, village, or other governmental authority of a dwelling Code violation which existed in the dwelling structure located upon the premises herein described, before the installment contract was executed. Had been received by the contract seller, his principal or his agent within 10 years of the date of the installment contract.

~~22. In the event of default, Purchaser waives any and all right to notice, whether required by the statutes of the State of Illinois or otherwise.~~ E.W.

23. Buyer agrees to pay all real estate transfer taxes in connection with this transaction.

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24. Buyer agrees to pay any contingent attorneys fees in connection with the protest of the valuation of this property for real estate tax purposes.

All of the obligations and rights herein contained shall be binding upon and inure to the heirs, executors, of the respective parties.

It is agreed that whether there shall be more than one party as Seller or Buyer, the terms "Seller" and "Buyer" may be used, and irrespective of the pronouns used herein.

In Witness Whereof, the parties have hereunto set their hands to the aforesaid agreement consisting of this page, the reverse side hereof, and riders attached hereto, if any, this 18th day of June 1988.

ESTELLE WEITZ

N. B. Ahmed
NASIR AHMED

Seller(s)

Buyer's

THIS INSTRUMENT PREPARED BY: MILES N. HARTMAN, 1953 Montrose, Chicago, Illinois.

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