

UNOFFICIAL COPY

0 0 3 1 0 1 0 4

88310104

... (faded text) ...

PARCEL 1: ... (faded text) ...

PARCEL 2: ... (faded text) ...

... (faded text) ...

... (faded text) ...

... (faded text) ...

Vertical text on the left margin, possibly a date or reference number.

88310104

Return to:
Ronald S. Urkovich
4711 S. Milwaukee Ave.
Wheeling, IL 60090

UNOFFICIAL COPY

2 3 3 1 3 1 9 4

... and ... for ... and other ...
... the parties agree as follows:

1. ... agrees to sell ...
... to ...
... with right of survivorship and not
as tenants in common.

2. ... by this instrument herein assigns,
... to ...
... as joint tenants with right of
survivorship and not as tenants in common, as assigned, all
the right, title and interest in and to said contract, a
copy of which is attached hereto as Exhibit B.

3. ... by acceptance of this assignment agree
to all the terms and conditions of the same described
herein and will, each with and for the other, perform all of the
obligations contained therein.

Date: 6-26-88

For Seller:

Ken C. Eckhaus

Kenneth C. Eckhaus, husband

Witness:

Carl R. By

For Buyer:

Marilyn Eckhaus

Marilyn Eckhaus

218 ...

Chicago, Illinois 60614

...

88310A04

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

Merrill Lynch Mortgage Corporation

0 3 3 1 0 1 0 4

ASSIGNMENT OF INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

FOR VALUE RECEIVED, I/we Thomas and Caroline Sewell
purchaser(s) under an installment Contract for Sale of Real Estate, dated
January 26, 1983 from the Administrator of Veterans' Affairs, covering
premises 1208 Cypress, Unit 6-A located
at Wheeling, Illinois do hereby assign, transfer
and set over to Clark E. Brady
as assignee(s) all my/our right, title and interest in and to said contract,
together with any sum now on deposit in the Tax and Insurance Account
required to be maintained by the terms of said contract and any and all
policies of insurance covering said property.

It is understood and agreed that I/we, as purchaser(s),
are/am fully released from the performance of all the terms of said contract
of sale and from all personal liability thereunder.

The assignee(s) by the acceptance of this assignment agree
to all the terms and conditions of the above described contract of sale
and will faithfully perform all the obligations contained therein.

Dated: June 20, 1985

Caroline Sewell (not Purchaser)
Thomas Sewell
Purchasers (Current Owners)

Clark E. Brady
Assignee (Buyer)
Address(es) 1208 Cypress, Unit 6-A
Wheeling, Illinois

88810104

UNOFFICIAL COPY

NOT PART OF THIS INSTRUMENT. For use in Arizona, California, Idaho, Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, Nebraska, Nevada, New Mexico, Oregon, South Carolina, South Dakota, Utah, Washington, Wisconsin, and Wyoming.

INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

1. THIS AGREEMENT, made this 25th day of January 1988, by and between the Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, in the City of Washington, District of Columbia 20420, hereinafter called "Seller," and his/her successors in such office, as such, an EDMUND SPITAL and CYNTHIA J. SPITAL (his wife) whose mailing address is

1200 Cypress Drive
Wheeling, Illinois 60090

hereinafter called "Buyer."

2. WITNESSED: For and in consideration of the sum of one dollar, each to the other in hand paid, and of the mutual covenants and agreements herein, the Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, the property and all appurtenances thereto, situated in Wheeling county of Cook and State of Illinois hereinafter referred to as "the property," and more fully described as follows, to wit:

Parcel 1: Unit A Building 6 in Cedar Run II, as delineated on and created by Declaration of Condominium and Plat of Survey attached hereto recorded as Doc. No. 22069273 together with an undivided 2.41565 per cent interest in the certain interests in the northeast 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.
Parcel 2: Basement apartment and for the benefit of Parcel 1 as one fourth interest of Basement recorded as Doc. No. 22069275, and as created by Declaration of Condominium to Cedar Run II, Town and Village Center, New City, recorded as Doc. No. 22142794 for Improvements and Egress, all in Cook County, Ill., commonly known as 1200 Cypress Dr. Wheeling, Illinois.

3. This Agreement is made subject to:

- (1) Existing leases and to rights, if any, of persons in possession, if any.
- (2) The general taxes and special assessments which the Buyer hereinafter covenants to pay.
- (3) Building use and building and liquor restrictions of record.
- (4) Zoning and building laws or ordinances.
- (5) Party wall rights or agreements.
- (6) Roads and highways.
- (7) Covenants, conditions, exceptions, reservations, restrictions, or easements of record.
- (8) Rights of all parties claiming by, through, or under the Buyer.
- (9) Any state of facts which an accurate survey would show.
- (10) All unpaid water and sewage disposal charges for services rendered after the date of delivery of this Agreement.
- (11) All contracts or agreements, recorded or unrecorded, for furnishing gas, electricity, water, or sewage disposal service.
- (12) The constitution, bylaws, rules, regulations, restrictions, charges, or assessments of any civic improvement or other association, corporation, or district which affect the property.

The Buyer shall indemnify and save harmless the Seller from all loss and liability, in whole or in part, by reason of any and all obligations and liabilities existing or arising out of any of the foregoing matters.

88310104

Property of Cook County Clerk's Office

From and out of moneys received by the Seller pursuant to the provisions of this paragraph and from and out of any other moneys received by the Seller from the Buyer or for Buyer's account, the Seller may at any time pay the whole or any part of said items indicated in paragraphs 5 and 6 of this agreement, together with any penalties, interest and charges thereon, or may retain for not longer than three (3) years any of such moneys for the payment of any indebtedness owing from the Buyer as a consequence of this agreement. The Seller shall not be required to make any disbursement from said moneys to any agent or insurance company from whom Buyer may directly order insurance. All payments of said items made by the Seller hereunder may be in such amounts as are shown by Seller's records, or by bills obtained by the Seller, or on the basis of any other information received by the Seller, to be due, payable, past due, or delinquent on account thereof. It is required by the Seller, Buyer that promptly obtain, approve, and deliver to the Seller all bills for said items. The rights of the Seller to hold, apply, and dispose of said funds for the purposes and in the manner herein provided are irrevocable and absolute prior to full payment of all of the indebtedness of Buyer to the Seller, whether secured or unsecured, and none of said funds may be withdrawn by Buyer so long as any of such indebtedness remains unpaid.

7. All moneys paid to Seller hereunder may be commingled with other funds of the Seller or may be deposited by him with the Treasurer of the United States who is hereby authorized to commingle the same with the general funds of the United States. No interest shall be payable on the funds received by Seller for any purpose pursuant to any provision of this Agreement.

8. Buyer covenants not to commit, permit, or suffer any waste to the property, to keep the property in good repair and not suffer any mechanical or structural person's liens to attach thereto. Buyer further covenants not to incur any indebtedness, or to use, permit, or suffer the use of any of the property for any illegal or immoral purpose, or without written consent of the Seller, for any purpose other than that for which it is now intended, nor without such consent in effect, pending or after any alteration or removal of, or any

(c) Such other similar taxes or charges as the Seller in his/her sole discretion and from time to time may deem it necessary or proper to pay.

(b) The premiums and costs of any fire and other insurance which the Buyer is obligated to maintain under the provisions of paragraph 5 and which the Seller may in his/her sole discretion and from time to time designate and

(a) Any of those taxes, assessments, ground rents, water delivery costs and rates, assessments on water or ditch stock or water rights, taxes, charges, and encumbrances mentioned in paragraph 5 which the Seller may in his/her sole discretion and from time to time designate.

9. Without limiting or impairing any of the covenants contained in paragraph 5 and in order to provide means for the due performance of the Seller's obligations hereunder, the Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

10. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

11. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

12. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

13. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

14. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

15. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

16. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

17. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

18. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

19. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

20. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

21. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

22. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

23. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

24. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

25. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

26. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

27. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

28. The Seller shall promptly assign and deliver to the Buyer and Seller jointly, Buyer shall promptly assign and deliver to the Seller, if required, all other insurance policies and other matters which cover any of said property.

UNOFFICIAL COPY

3 3 3 1 0 1 0 4

SEVEN

SEAL

SEAL

SEAL

88310104

SELLER

(Pursuant to a delegation of authority contained in VA Regulations, 38 C.F.R. 36.4522 or 36.4520.)

Telephone (313) 367-4033

State

MICHIGAN

Veterans Administration Regional Office and Insurance Center,

Buyer: Loan Guaranty Officer

SEAL

MARCO J. ROBERTS
The Administrator of Veterans Affairs

Signed and sealed in presence of:

The contents in this Agreement shall be binding upon, and the benefits and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

the day and year first above written.

38 C.F.R. 36.4522 or 36.4520

operate as a waiver of the right of the Seller to thereafter enforce such right or to exercise such option or any other right or option, for the same or for any subsequent default.

24. Failure or delay of the Seller to enforce any right or to exercise any option hereunder available because of any default shall not be deemed a breach of this Agreement.

23. Any notices from one party hereto to the other party shall be in writing and delivered in person or forwarded by certified mail, return receipt requested, to the address set forth in the Agreement, unless otherwise directed in writing by the party to be notified.

22. Seller may at any time sell and convey the property, but subject to Buyer's rights under this Agreement, and Seller may assign all or part of the property to any other person.

21. Buyer shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

20. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

19. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

18. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

17. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

16. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

15. Seller shall pay for all recording, transaction, transfer, conveyance, and other taxes upon this Agreement and upon any deed, mortgage, or other instrument executed under the terms and provisions of this Agreement, and all charges and taxes (except income tax) levied against or payable by the mortgagee and the legal holder of said note on account of the indebtedness, the lien, or the evidence of the indebtedness.

UNOFFICIAL COPY

18 Mac

Property of Cook County Clerk's Office

88310104

DEPT-01 RECORDING	\$18.50
781111 TRAN 9718 07/19/88 09:27:00	
42419 # 19 * -88-310104	
COOK COUNTY RECORDER	