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AGREEMENT, made this Third day of August, 1988, between Leonard Roy Mershimer, a married person and Gloria M. Yonan, a married person, Seller, and Randal J. Borchardt, a married person & Carl H. Borchardt, a married person, 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 stamped warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 80 in Block 28 in Charles J. Ford's Subdivision of Blocks 27, 28, 37 and 38 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (except the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4 thereof), in Cook County, Illinois.

PTN: 14-19-401-031

Address of property: 1932 West Cornelia Ave. Chicago, IL

and Seller further agrees to furnish to Purchaser on or before August 3, 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 Intercounty Title Company, (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

the price of One Hundred Thousand (\$100,000.00) Dollars. Dollars in the manner following, to-wit: Fifteen Thousand (\$15,000.00) Dollars and the balance of \$84,391.76 to be paid with a payment of \$715.42 or more on September 3, 1988 and a like amount or more on the 3rd day of each month for 35 additional months with interest at 9 1/2 % per annum with the entire principal balance being due on or about August 3, 1991.

with interest at the rate of 9 1/2 per cent per annum payable in monthly installment as herein provided on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on at 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 prorata 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 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 seven 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.

\*Strike out all but one of the clauses (a), (b) and (c).

17 NO MAIL

Notary Public. *[Signature]* 1988

Subscribed and sworn to before me this 3<sup>rd</sup> day of

Sealed and Delivered in the presence of

LEONARD ROY MERRITT (SEAL) *[Signature]*  
FLORIAN M. YONAN (SEAL) *[Signature]*  
RANDAL J. BORCHARDT (SEAL) *[Signature]*  
CARL H. BORCHARDT (SEAL) *[Signature]*

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 herefor to Seller.  
10. If Purchaser fails to pay taxes, assessments, 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 in addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.  
11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid. The parties agree to comply with the laws of Illinois.  
12. In the event this agreement shall be declared null and void and void and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County, 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.  
13. 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 Seller will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.  
14. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of 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, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.  
15. Purchaser hereby irrevocably consents that any attorney of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgment; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given to all persons jointly and severally.  
17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words which cover used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.  
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at Gloria M. Yonan 2030 W. Greenleaf Ave., Chicago, IL \_\_\_\_\_ or to Randal J. Borchardt 1935 W. Newport Ave., Chicago, IL 60656 the last known address of either party, shall be sufficient service thereof. 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 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 any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.  
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

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COOK COUNTY RECORDER

# UNOFFICIAL COPY

RIDER ATTACHED TO AND PART OF ARTICLES OF AGREEMENT FOR WARRANTY DEED DATED August 3, 1988 BY AND BETWEEN LEONARD ROY MERSHIMER, A MARRIED PERSON AND GLORIA M. YONAN, A MARRIED PERSON, SELLERS AND RANDAL J. BORCHARDT, A MARRIED PERSON AND CARL H. BORCHARDT, A MARRIED PERSON, BUYERS; FOR THE PROPERTY COMMONLY KNOWN AS 1932 WEST CORNELIA AVENUE, CHICAGO, ILLINOIS

21. Seller has furnished and paid for a letter of opinion and a current spotted plat of survey at the time of closing herein. Any subsequent title reports or surveys will be at buyers' expense.
22. Upon payment of all sums due under this agreement, sellers will tender a warranty deed to buyers and shall pay for Cook County and State of Illinois Revenue Stamps. Buyers will be responsible for payment of any Revenue Stamps required by the City of Chicago.
23. Sellers have allowed credit for accrued but unpaid General Real Estate Taxes. Buyers shall be responsible for payment of said taxes as they become due and shall exhibit the paid bill to sellers.
24. Buyers will obtain their own insurance coverage and shall include the sellers on any loss payable clause.
25. In the event buyers are late in the payment of any amounts due hereunder for a period of 30 days or more; sellers shall have the right to declare a default and exercise their options as provided for in the printed portions of this agreement.

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IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals this 3rd day of August, 1988.

Gloria M. Yonan  
Gloria M. Yonan

Randal J. Borchardt  
Randal J. Borchardt

Leonard Roy Mershimer  
Leonard Roy Mershimer

Carl H. Borchardt  
Carl H. Borchardt

SELLERS.

BUYERS.

Subscribed and sworn to  
before me this 3rd day of  
August, 1988  
Melvin A. Brandt  
Notary Public.



Prepared by and mail to:  
Kimberly K. Enders  
100 W. Monroe  
Suite 1100  
Chicago Ill 60602

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

Re: 1932 West Cornelia Avenue  
Chicago, Illinois

## A F F I D A V I T

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The undersigned hereby certify that no right of homestead has accrued to our spouses in the above property.

*[Signature]*  
*Leonard R. Merchini*

Subscribed and sworn to  
before me this 3rd day of

*June* 1988  
*Medina D Brand*  
Notary Public.

Property of Cook County Clerk's Office