#### Preliminary Contract for Articles of Agreement Installment Contract) for Warrant De L

Propared by EMM IN M. SILVERSTEIN, Alterney Stath Central Real Estate Board

This Memorandum Witnesseth, THAT. Willie Harris and Ruby Harris,

his wife agrees to purchase at the price of the price agrees to purchase at the price of Perm. Tax. No. 20-03-311-006-0000

Lot 9 in M. A. Halley's Subdivision of the West 128 feet of Lot 1 in J. D. Dore's Subdivision of the North 1/2 of the South EAst 1/4 of the Morth East 1/4 of the South West 1/4 of Section 3, Township 38 North, commonRemonn's East of the Third Principal Meridian, in Cook County, Illinois. 4411Stde of Mikhmend Lawrence McGill . a single person

agrees to sell said premises at said price.

The purchaser has paid Dollars, as earnest money to be applied on said purchase when consummated, and agrees to pay, within five days after the title is shown to be good, or is accepted by purchaser, the further sum of None Dollars The balance of Twenty-five Thousand (\$25,000.00) dollars shall be paid as follows

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in monthly payments of \$326.93 for a period of ten (10) years, with the first of said payments to begin on 7/1/89, to the Seller at 3645 S. State St., Chicago, IL 60609.

with interest from the dury of the delivery of Articles of Agreement for Warranty Deed at the rate of 9/3/4% per cent per annum payable \_\_monthly

Upon the payment of \$2.000.00 Dollars of said purchase price, together with all interest, costs, taxes, assessments and other accrued charges, the seiler shall convey or cause Upon the payment of balance of the purchase arise as above or viced; said unpoid balance to be evidenced and record by the first and the purchase of control of the purchase arise as above or viced; and control of the purchase arise as above or viced; and the said unpoid being to be evidenced and record the said the process of the purchase arise as a said the said to be conveyed to the purchaser a good title thereto by Warranty Deed, subject as hereination set forth.

Application for a service of the ser

(2) Special taxes or assessments for improvements not ver completed; (3) Installments not due at the date hereof of any special tax or assessment for improvements herotofore completed; (4) General axes for the year 19836 + 89 and subsequent years; (5) Building lines and building and liquor restrictions of record; (6) Zoning on a building laws or ordinances; (7) Party wall rights or agreements, if any; (3) Roads and highways, if any; (9)

All insurance policies held by the soller shall be indersed with core payable clause to the purchaser "as his interest may appear" thereunder.

Rents, water taxes, insurance premiums and interest accrued on mortgage it debtedness, if any, are to be adjusted pro rata, as of the date of delivery of Articles of Agreement for Warranty Deed, and existing least, if any, shall thereupon be assigned but held by seller as further security for the unpaid balance hereunder. General taxes for the your are to be pro rated from January I, to the date of delivery of Articles of Agreement for Warranty Deed, and if the assertainable,

January I, to the date of delivery of Articles of Agreement for Warranty Deed, and if the assemble such taxes is not then ascertainable, the pro-rating shall be on the basis of the amount of the most recent ascertainable taxe.

A Contificate of Title issued by the Registrar of Titles of Cook County or a complete technicable Abstract of Title or merchantable copy brought down to date hereof, or a Guaranty Policy made by the Chicago "life and Trust Company, or its customary pro-liminary report on title covering the date hereof, subject only to the matters to which this alle is subject by the terms hereof, and to the usual objections contained in owner's policies insued by said Company, showing title in the subject by the terms hereof, and to the usual objections contained in owner's policies insued by said Company, showing title in the seller shall be furnished by the seller of 'Title,'shall, upon the consummation of this subject only the seller of the delivery of deed. If a report on title is furnished, and the seller shall deliver such quarantee policy at the time of the delivery of deed. If an Abstract or copy thereof be furnished, and the report on title or quaranty policy so required be furnished by the seller discloses any defects in title, the purchaser shall within the days deliver to the seller a memorandum in writing specifying in detail the objections he makes to the title, if any, or if none, the stating in substance that the same is satisfactory. In case material defects be found in said title, and so reported, then, if such or less he not cured within sixty days after such notice thereof, this contract shall, at the purchaser such notice of such election to be given to the soller; but the purchaser may nevertheless elect to take such title as it then is. days after such notice thereof, this contract shall, at the purchasers option become absolutely null and void, and said carnest money shall be returned; notice of such election to be given to the seller; but the purchaser may nevertheless elect to take such title as it then is, and give a written notice of such election, within ten days after the expiration of the said sixty days, and in description on his part. In default of such notice of election to perform, and accompanying tender, within the time so limited, no purchaser shall, without further action by either party, be doesned to have abandoned his claim upon said premises, and thereupon this contract shall cease to have any force or effect as against said premises, or the title thereto, or any right or interest therein, but no otherwise.

Should said purchaser fail to perform this contract premistly on his part, at the time and in the manner heroin or effect the contract manner and the contract party this a state takes.

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thereupon become and be null and vold. Time is the essence of this contract, and of all the conditions hereof.

If no defects appear in the title or the purchaser has elected to take title subject to said defects, or said defects have been cured, the parties hereto shall within a reasonable time from the date of the furnishing of the said Abstract, Torrons Cortificate, Guarantee Policy, or preliminary report on title, execute an installment contract or agreement for warranty deed on the form commonly described 

the date hereof.

II, prior to delivery of Articles of Agreement for Warranty Doed herounder, the improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of purchaser, become null and void. Payment c: 

All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the seller at 3645-S. State St., Chicago, IL 60609 , or to the purchaser at More, 120 S. LaSalle, R 647, Chicago, II. shall be sufficient service thereof.

The seller agrees to pay a broker's commission to In the amount fixed in the present schedule of commissions of the Chicago Real Estate Board applicable to this sale.

mented for the setter by said plotot, and	a second to the payment of	said commission, the balance, if any, to	be paid to seller.
Dated the 9th	- day of	June	4 D 19 89
Me Du	(SEAL)	" Willie Havis	(SEAL)
	(SEAL)	(Hulen Darris	(SEAL)
i e			
Sinke out sentence in brackets if Warrant	y Deed is not to be delivere	d lintili full purchase price is paid.	COPYRIGHTED 1947 NIVERSITY PRINTING CS, 10 EAST 62ND ST., CHICAGO

# UNOFFICIAL COPY

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### **UNOFFICIAL COPY**

#### RIDER

THIS RIBER is to be attached to and become a part of Articles of Agreement for Warranty Deed, dated June 9, 1989, by and between LAWRENCE MCGILL as Seller and WILLIE HARRIS and RULI HARRIS, his wife, as Purchasers, werein.

- 1. In addition to the monthly payments as provided in the Articles of Agreement, urchasers further agree to deposit with the Seller a sum equal to 1/12 the annual real estate taxes and 1/12 of the annual insurance premiums with adjustments to be made annually as the tax bills and insurance premiums become due, and Seller agrees to pay same and to exhibit paid receipts to Purchaser upon request.
- 2a. The Seller hereby reserves the right to place a mortgage on the premises contracted to be conveyed herein and the Purchasers covenant and agrae to execute any and all papers necessary to sabordinate their contract interest to the mortgage provided; however the Sellar shall not make a mortgage for more than the unpaid balance due on the Articles of Agreement and with monthly payments due on said mortgage not to exceed monthly payments due under the Articles of Agreement. In no event shall the Seller place a 2nd mortgage on the said property.
- 2b. Should Deller secure a nortgage on the premises nevern, Sollar hereby covenants and agrees to make any and all payments due thereon and to exhibit receipt for said payments on reasonable request by the Purchasers.
- Is. hould Selder default in any of rail payments and Purchasers are required to make same to protect their interest, Furchasers have the right to take credit for any amount so paid out of the payments due and becoming due under the Articles of Agreement.
- i. urchasers shall not suffer or permit any mechanic's lien or other lien to attach to or be syminst or upon the property herein which shall or may be superior to the rights of the beller.
- 4. Purchasers shall be granted possession of the premises herein upon the execution date of Athis Articles of Agreement and Rider as attached.

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BORNE BY BYLERS,

LAWPENCE MCGILL

Ween Haw

RUBY HARRIS

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O. Perchasers shall be granted possession of the premises herein upon the execution date of this Athickes of Apreciant and Rifer as attached.

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TO SEE JARRES

RUEY BEARING