

AGREEMENT, made this 14th day of September, 1989, between
Sonia Kraslack, Seller, and

Joseph W. Grzybowski, 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 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 14 in Block 5 in Snyderaker and Amb's Illinois
Addition to Hammond in Section 8, Township 36 North,
Range 15 East of the Third Principal Meridian, in
Cook County, Illinois.

Perm. Tax No. 30-08-401-014
Property Address: 497 Ingraham, Calumet City, Illinois.

and Seller further agrees to furnish to Purchaser on or before September 14, 1989, 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
Attorney Title Guaranty Fund; (b) certificate of title issued by the Registrar of Titles of Cook County,
Illinois; (c) merchant's 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 Randy Towner

the price of Fourteen Thousand and 00/100-----(\$14,000.00)
Dollars in the manner following, to-wit:

See Attached Rider

89462110

with interest at the rate of ten 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 on 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 pro rata as of the date provided herein for
delivery of possession of the premises. General taxes for the year 1989 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 1989
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 twelve 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.

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.

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

This Instrument Prepared by: H. Landwehr Jr. Attorney

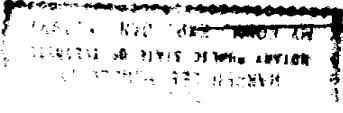
Attorney Services

UNOFFICIAL COPY

Received on within Agreement the following sum

GEORGE E. COLE

Table with columns for 'Date', 'Amount', 'Particulars', and 'Balance'. The table is mostly empty with some faint markings.



Handwritten signature and notes: 'Subscribed to by...', 'to be paid...', 'of \$1000.00'.

Witness lines with names: (REAL) [Name], (REAL) [Name], (REAL) [Name], (REAL) [Name].

Main body of the agreement text, including sections 10-19. Section 10 discusses insurance and interest; Section 11 discusses failure of payment; Section 12 discusses the agreement's validity; Section 13 discusses termination; Section 14 discusses attorney's fees; Section 15 discusses remedies; Section 16 discusses joint and several liability; Section 17 discusses the use of singular and plural; Section 18 discusses notices; Section 19 discusses the date of payment.

1129468

Notwithstanding anything to the contrary contained in that certain
INSTALLMENT AGREEMENT FOR WARRANTY DEED, dated September
19 89
by and between Sonia Krosack
and Joseph W. Grzybowski,
IT IS FURTHER AGREED AS FOLLOWS:

1. Price The price shall be \$ 14,000.00 payable in the
following manner:

a) Purchaser has paid 1,000.00 as earnest money
to be applied to the purchase price.

b) At the time of the initial closing the sum of \$ 1,750.00

c) The balance of the purchase price, to-wit: 11,250.00
to be paid in equal monthly installments of \$ 239.04

each commencing on the 14th day of October
19 89, and the 14th day of each month thereafter until

paid in full. Said sum of \$11,250.00 shall bear

interest at the rate of 10 % per annum to be

amortized over a period of five years. Interest shall be

charged in arrears.

d) Although said payments are being amortized over five years,
the final payment of the purchase price and all accrued

but unpaid interest and other charges as herein provided
if not sooner paid shall be due on the 14th day of September

19 91 (commonly known as a balloon payment). There
shall be no prepayment penalty on buyer for payment before

said five year period.

2. Possession Buyer's taking possession of the premises shall

be conclusive evidence that Buyer in all respects accepts and is satisfied

with the physical condition of the premises, all matters shown on the survey

and the condition of title to the premises shown to him on or before the

initial closing. Seller shall deliver of possession have no

further obligation with respect to the title or to furnish further evidence

thereof, except that Seller shall remove any exception or defect not permitted

herein resulting from acts done or suffered by, or judgments against the

Seller.

3. Affidavit of Title Seller shall furnish Buyer at or prior

to the initial closing an affidavit, prior to final closing with an affidavit

of title, covering said dates, subject only to those permitted exceptions

set forth herein, prior mortgages furnished herein and unpermitted exceptions,

if any, as to which the title insurer commits to extend insurance in the

manner specified herein. In the event title to the property is held in

trust, the Affidavit of Title required to be furnished by Seller shall

be signed by the Trustee and the beneficiary or beneficiaries of said Trust.

All parties shall execute an "Alta" loan and Extended Coverage Owner's

Policy Statement and such other documents as are customary or required

by the issuer of the commitment for title insurance.

4. Any payments not made by the 29th of each month shall bear

a \$20.00 late charge. Payment shall be made to Seller or Seller's Agent.

5. Insurance Buyer shall from and after the time specified
herein for possession keep insured against loss or damages by fire or other
casualty, the improvement now and hereafter erected on premises with a
company, or companies, reasonably acceptable to Seller in policies conforming
to Insurance Service Bureau Homeowners Form 3 ("H.O.3") and, also flood
insurance where applicable, with coverage not less than the balance of
the purchase price hereof (except that if the full insurable value of such
improvements is less than the balance of purchase price, then at such full
insurable value) for the benefit of the parties hereto and the interests
of any mortgages or trustee, if any, as their interests may appear; copies

0172168

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89462110

of such policy or policies shall be held by Seller, and Buyer shall pay the premium thereon when due.

(b) In case of loss or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (1) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged, or lost improvements, or (2) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

6. Taxes and Charges: It shall be Buyer's obligation to pay at Buyer's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer revival charges and other taxes, fees, items, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those herebefore due and to furnish Seller with the original or duplicate receipts therefor.

Funds for Taxes and Charges: In addition to the agreed installments, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of the initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth (1/12) of the yearly taxes, assessments which may become a lien on the premises, and estimated annual premiums for the insurance coverage required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sum for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Seller is hereby authorized and directed to use the funds for the payment to the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including of paid receipts for the amount so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer, a covenant or agreement hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

UNOFFICIAL COPY

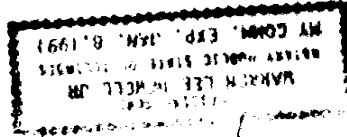
Property of Cook County Clerk's Office

Handwritten initials

89462110

Handwritten signature

Property of Cook County Clerk's Office



Handwritten notes:
Subj to & sum to
before me, 1989
and 1988

PURCHASERS

SELLER

Handwritten signatures of purchaser and seller

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 14th day of September, 1989.

9. Final Closing: Upon receipt of payment in full by Seller from Purchaser, Seller shall turn over to Purchaser a Warranty Deed and shall pay for any city stamps due at that time. Seller shall also turn over any funds remaining in Purchaser's escrow account.

8. Provisions: At the time of closing there will be no provisions made as Seller will be holding tax and insurance escrows for the purchase. However, Seller will be responsible for all of the 1988 real estate taxes and 257 days of the 1989 real estate taxes which are due in 1990. Seller will not use any of purchaser's escrow funds to pay upon receipt of the actual bills for both installments of the 1989 real estate taxes, Seller will pay 257 days thereof with his own funds and the balance from Purchaser's escrow funds. Thereafter all taxes will be paid from Purchaser's escrow funds.

Handwritten scribble

UNOFFICIAL COPY



Carmichael City, ga 30404

134 Palastki

Ms. Lu Newerh.

Maria

Property of Cook County Clerk's Office

83462110

01/20/10