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15. It is understood and agreed that all rights, contracts, such as any certificate of title, a vendor's purchase policy or similar or comparable policy covering a future sale of the property, shall be subject to the provisions hereof, except as to the amount of the monthly payments, which shall be subject to the provisions hereof, and the Seller shall pay for the same a stamp on the order of purchase.

16. This contract includes, subject to the terms of this agreement, any and all stock, negotiable securities, bonds, and other financial appliances and similar articles owned by the Seller and located in the premises covered hereby. Purchaser agrees to maintain the same in good condition and to insure the same for the full amount of the purchase price of the Seller. This agreement shall be subject to the provisions hereof, and the Seller shall have the right to take possession of such articles and any replacement thereof on conditions that:

17. In the event of the termination of this agreement by legal or equitable means, or otherwise, all improvements, including finished and unfinished, and fixtures, shall be the property of the Seller, with the liability of only those items not to be subject to the Seller's lien or for any part thereof.

18. If proceedings for the exercise of the right of eminent domain or eminent domain involving the premises covered hereby, the Seller's interest therein shall be subject to such proceedings. If prior to the delivery of such property, the proceeds of such sale are insufficient to pay the purchase price, the Seller shall have the right to the extent that they there may appear, shall be in the end, such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal and accrued interest, costs and expenses of this hereunder shall be paid to the Seller; if then the balance of that award shall be paid to the Purchaser. In the event of such proceedings, the proceeds of such sale or proceeds of the sale of any part of the property, shall be subject to the provisions hereof, and the Seller shall have the right to the extent that they there may appear, shall be in the end, such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal and accrued interest, costs and expenses of this hereunder shall be paid to the Seller; if then the balance of that award shall be paid to the Purchaser. In the event of such proceedings, the proceeds of such sale or proceeds of the sale of any part of the property, shall be subject to the provisions hereof, and the Seller shall have the right to the extent that they there may appear, shall be in the end, such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal and accrued interest, costs and expenses of this hereunder shall be paid to the Seller; if then the balance of that award shall be paid to the Purchaser.

19. The Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or process, legal to which Seller may be made a party by reason of being a party to this agreement, and the Purchaser shall also pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in enforcing any of the provisions hereof, and the Seller shall have the right to the extent that they there may appear, shall be in the end, such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal and accrued interest, costs and expenses of this hereunder shall be paid to the Seller; if then the balance of that award shall be paid to the Purchaser. In the event of such proceedings, the proceeds of such sale or proceeds of the sale of any part of the property, shall be subject to the provisions hereof, and the Seller shall have the right to the extent that they there may appear, shall be in the end, such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal and accrued interest, costs and expenses of this hereunder shall be paid to the Seller; if then the balance of that award shall be paid to the Purchaser.

20. The Purchaser hereby irrevocably constitutes, as attorney of any court of record, attorney for Purchaser, in Purchaser's name, on behalf of Purchaser, of any of the covenants and agreements herein contained, and Purchaser agrees to pay the cost of record, ware, process and service thereof, and to pay and to cause judgment against Purchaser in favor of Seller or Seller's assigns for such sum as may be due to Seller with the costs of such suit, including reasonable attorney's fees, and also to waive all claims and causes of action, that may be asserted against Seller or Seller's assigns, and to cause judgment and award in writing, that may be rendered for repossession may be issued immediately, and Purchaser hereby expressly waives all right to any notice or demand under any statute in this State with reference to such repossession. If there be more than one person, it is designated as "Purchaser". The power and authority in this paragraph given is given by such persons jointly and severally.

21. If there be more than one person designated by an as "Seller" or as "Purchaser", said word or words has the same meaning as used herein, and all the verbs and pronouns are construed therewith, although expressed in the singular, and the real and construed is plural.

22. In the event the Seller shall be at least ten days in default in payments under the terms of this agreement, the Seller shall be liable to pay to the Purchaser, in addition to the amount of the principal and accrued interest, a sum of \$5.00 per month, which shall accrue upon the making of such default, and shall be added to the principal balance due under the terms of this agreement.

23. It is HEREBY AGREED by and between the parties herein that the date of payment shall be of the essence of this contract, and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

certified or

11. Except as herein expressly provided, Purchaser waives all notice of any default hereunder, notice of election by Seller, notice to quit the premises covered hereby, and notice of possession and any other demand, which now or hereafter required by law or equity. The adoption of any remedy hereunder by Seller shall not constitute a waiver by Seller of any other remedy provided by law or otherwise, provided by law, but all such remedies shall be cumulative. The acceptance by Seller of any payment or other fulfillment shall not constitute a waiver by Seller of any rights or remedies available to Seller with respect to any other payment or with respect to any breach by Purchaser of any other obligation hereunder, whether past or future. In the event Seller, in his sole opinion, believes waste is about to be, or has been committed to, the said property, then the Seller, or his agents, shall have the right to enter immediately on the said premises and take any steps that Seller, in his sole discretion, deems to be necessary to preserve the said property. It is hereby agreed that Seller expressly authorizes such conduct, and hereby waives and releases Seller from any claim or action, whether with respect to the said property, or with respect to the event that Seller or his agents collect any rents from the said property, with or without accordance with the terms of this provision, that the said monies so collected may be expended for the care and preservation of the said property, and that the above provisions by the Seller will not constitute a waiver of any of Seller's rights in any default proceeding which Seller has commenced or may commence. In the event that Seller, under the terms of this provision, expends more money than is available, and or expends money under this provision, and more is collected, the said expenditures will be added to the then outstanding principal balance due under the terms of this contract and will be considered in default if not paid on the next payment date. Should any money collected by the Seller under this section exceed any current payments due to Seller by Purchaser, such excess shall be held by Seller and applied by Seller to the next payment under this contract due Seller from Purchaser or returned to Purchaser at Seller's option.

14. The filing by or against Purchaser, of any petition in bankruptcy or complaint seeking the appointment of a receiver shall constitute a default hereunder.

RIDER ATTACHED HERETO IS HEREBY MADE A PART HEREOF AND INCORPORATED IN THIS REAL ESTATE INSTALLMENT CONTRACT.

SIGNED BEFORE ME THIS 1ST DAY OF AUGUST, 1999 AT CHICAGO, ILLINOIS.

Maria Del Carmen Hernandez
MARIA DEL CARMEN HERNANDEZ, NOTARY PUBLIC

OFICINA MARIA HERNANDEZ
2158 WEST 21st STREET
CHICAGO, ILLINOIS 60608

"OFFICIAL SEAL"
Maria Del Carmen Hernandez
Notary Public, State of Illinois
My Commission Expires Dec. 29, 1992

In WITNESS WHEREOF, The parties to these Presents have hereunto set their hands and seals in duplicate, the day and date first above written.
Midwest Real Estate Investment Company,
a corporation
By _____ (SEAL)
President (SEAL)

Jose Sanchez
Jose Sanchez (SEAL)
Social Security #328-28-9047 (SEAL)
Jose Sanchez

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ORDER TO REAL ESTATE INSTALLMENT CONTRACT DATED THIS 21ST DAY OF MARCH, 1989, BY AND BETWEEN MIDWEST REAL ESTATE INVESTMENT COMPANY, AS SELLER, AND JOSE SANCHEZ, AS PURCHASER.

beginning March 21, 1989

[Handwritten initials]

1. Until Seller has been paid all sums due from Purchaser as provided herein, Purchaser shall insure the premises at Purchaser's expense for fire and extended coverage in an amount not less than \$30,000.00 and for public liability in an amount not less than \$300,000/\$500,000 with a company or companies licensed to do business in the state of Illinois. All such policies shall name seller as one of the insureds and Purchaser shall pay all premiums in advance as the same become due and shall promptly furnish proof of payment to Seller. Seller may, at its option (but shall not be required to) pay such premiums and add them to the unpaid balance in the event Purchaser has failed to timely pay any insurance premium. Seller may, at its option, require Purchaser to deposit a sum equal to 1/12th of the annual insurance premium to be made with the payments of principal and interest hereunder.

2. Seller shall pay, with Seller's own funds, the 1988 taxes and shall also pay with Seller's own funds, that portion of the 1989 taxes accruing from January 1, 1989 to the date of closing. The representations in this paragraph shall be in lieu of any credit to Purchaser for pro-
March 1, 1989
ration of 1988 and 1989 taxes at the time of closing. Purchaser shall be responsible for and pay all general taxes and special assessments subsequent to closing and shall exhibit to Seller paid tax bills within 30 days after the due date of each installment. Seller may, at its option, require Purchaser to deposit a sum equal to 1/12th of the annual real estate taxes on the premises to be made with the payments of principal and interest hereunder.

3. No default shall be deemed to exist under the terms of this contract with regard to payments to be made hereunder unless Purchaser shall fail to make any of the monthly payments to be made within 10 days after the due date thereof.

4. In the event that Purchaser shall sell or assign Purchaser's interest in this contract, whether by sale, gift or any other means whatsoever, without the prior written consent of Seller, the entire indebtedness secured by this agreement may, at the option of Seller, be declared immediately due and payable. No transfer of Purchaser's rights under this agreement without the prior written consent of Seller, and no extension of time for payment or other indulgence after such transfer or assignment shall operate to release or discharge Purchaser, it being agreed that the liability of the Purchaser shall continue as principal until all obligations secured by this agreement are hereby paid, and performed, in full, notwithstanding any transfer or Purchaser's rights in this agreement, extension of time, or other indulgence to the transferee, or other act which might constitute a discharge of a surety. **89492743**

5. Purchaser has inspected the premises described herein and agrees to purchase the premises in strictly an "as is" condition, and Seller makes no representations or warranties with regard to the condition of any structure situated on the premises or with regard to the existence or non-existence of any building or code violations and this sale is subject to all building code or zoning violations. Seller expressly warrants that neither the Seller, its agents or its principals have received any notice of any dwelling code violations from any city, village or other governmental authority within the ten years preceding the date of this contract except such notice of violations as are attached to this agreement and signed by Purchaser. Sale of these premises is subject to any and all pending building court cases whether heretofore or hereinafter filed. Purchaser shall appear in person, or by counsel, at all court hearings conducted by the Housing Court with respect to any pending building violation cases or any cases hereinafter filed, and failure to appear shall constitute a breach of this agreement. In the event of the failure of Purchaser to appear in person, or by counsel, at any compliance board, administrative or court hearings as provided aforesaid, Seller shall have the right, but shall not be required to, employ counsel to appear at any subsequent compliance board, administrative or court hearings to represent and protect the interests of Seller and Purchaser shall promptly reimburse Seller for the reasonable costs thereof not

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exceeding \$150.00 for each appearance. Purchaser agrees to comply with all orders of any administrative agency, compliance board or court, whether such violations occurred prior to, or subsequent to the date of this contract and the failure to do so shall constitute a default hereunder.

This rider dated on the day and year shown above.

SELLER:

PURCHASER:

MIDWEST REAL ESTATE INVESTMENT
COMPANY, a corporation

By *[Signature]* President *Jose Sanchez* Jose Sanchez
Social Security No.: 328-28-9047

Jose Sanchez

SIGNED BEFORE ME THIS 1ST DAY OF AUGUST, 1989 AT CHICAGO, ILLINOIS

Maria Del Carmen Hernandez
MARIA DEL CARMEN HERNANDEZ, NOTARY PUBLIC



Cook County Clerk's Office

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