

AGREEMENT, made this 13th day of October, 1989, between

MICHAEL SCIANNA and THOMAS SCIANNA

Seller, and

VENTURA BUSTAMATE

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

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 19 in H.H. Walker's Subdivision of Part of Block 48 in the Subdivision

of Section 19, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 17-19-411-011 VOL 596

Address(es) of premises: 1635 West 18th Street, Chicago, IL 60608

and Seller further agrees to furnish to Purchaser on or before October 13th, 1989, at Seller's expense,

Greater Illinois Title Co.,

Illinois, as the title insurer, a title insurance policy in the amount of the price, issued by

Seller, and Seller hereby 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 Michael Scianna, 1944 West

21st Place, Chicago, IL 60608

the price of \$50,000.00

\$15,000.00 at closing on October 13, 1989, and the \$35,000.00 balance payable

in equal monthly installments of \$462.53 plus 1/12th of the insurance and real

estate taxes* by the 15th of each month for the next five (5) years. *(\$89.17 +

\$97.32) Total monthly payment: \$649.02 Annual adjustments made upon proof of payment.

with interest at the rate of 10% per cent per annum, less 10 year amortization, 5 year balloon.

on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on October 13, 1994,

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

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 10% 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. Seller

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 deposited with the insurer. Seller shall deliver the policies to Seller.

Purchaser will pay 1/12th of the annual premium on a monthly basis to Seller.

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

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