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

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.

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 of 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.

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.

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.

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.

(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-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.

1. The conveyance to be made by Seller shall be expressly subject to the following:

It is further expressly understood and agreed between the parties hereto that:

done on the basis of the amount of the most recent ascertainable taxes.

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

Rent, 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.

the price of seventy five thousand dollars (\$75,000.00) Dollars in the manner following, to-wit: the sum of forty five thousand dollars at closing, plus or minus the customary pro-rations. The balance of thirty thousand dollars (\$30,000.00) with a 20 year term with a payment of \$310.00 per month starting November 25, 1989 with the entire balance due on or before October 25, 1991.

with interest at the rate of 10.9 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.

this agreement.

provided that Purchaser is not then in default under

and Seller (buyer) agrees to furnish to Purchaser on or before October 25, 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 Chicago Title Ins. Co.

(b) A copy of the deed, showing merchantable title in Seller on the date hereof.

(c) A copy of the deed, 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 Walter H. Isbener.

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 deed and 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 1 in Block 1 in Johnston's Subdivision of the East 1/2 of the South East 1/4 of Section 6-33=14 East of the Third Principal Meridian, in Cook County, Illinois.

DAVID NOVICK and COLLIN TINSLEY
Walter H. Isbener and Patricia Duncan
Bank of Ravenswood, as Trustee under Trust Number 25-6989 and Seller, and

1300

17-06-410-033

7318968NA

89531709

BOX 999-CG

This Agreement is signed by BANK OF RAVENSWOOD...
BANK OF RAVENSWOOD
25-6989

Bank of Ravenswood, as Trustee under
this Agreement, and for no other purpose,
purchased in and for the benefit of
this Agreement, and for no other purpose.

(SEAL) _____
BANK OF RAVENSWOOD, as Trustee under
Trust No. 25-6989
(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

Sealed and Delivered in the presence of

day and year first above written.
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the

ing structure on said real estate.
20. Seller warrants 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.

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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 2909 W. Roscoe St., Chicago, IL or to Purchaser at 810 N. Noble St., Chicago, IL 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.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

16. Purchaser hereby irrevocably constitutes, any attorney of any court 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, and to 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 judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with respect 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 by such persons jointly and severally.

15. 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.

14. 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 Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on or under this agreement.

13. 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.

12. In the event of a written declaration of forfeiture hereof in the Recorder's office of said County, violation by Purchaser in any of the provisions hereof, this agreement shall be null 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.

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. Liquidated damages to be limited to attorney's fees and court costs and rents from day of default.

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 an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.

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 covered 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 hereof to Seller.

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.

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.

89531709

RIDER

This rider attached to and forming part of The provisions of the Articles of Agreement for warranty deed dated October 25, 1989, by and Between David Novick and Colin Tinsley and Diane Ratschko Tinsley, his wife, for the real property commonly known as 1087 North Hermitage Ave, Chicago, Ill

21. The buyers have the right to make prepayments at any time without penalty. All prepayments shall be made in multiples of \$500.00 and shall be paid on the due date of any regular payment.

22. It is understood and agreed that the entire principal balance remaining shall be paid in full on or before October 25, 1991.

23. If the buyers are 15 or more days late in making any payment, the sellers shall have the right to charge a late fee of Five percent of the payment as additional interest.

24. Buyers shall pay the amount of the General Real Estate taxes and in the event the buyers fail to pay the real estate taxes within 30 days of being notified by the sellers of the amount due, The sellers shall have the right to add this amount to the principal balance and subject to the same rate of interest as the principal.

25. Buyers shall reimburse the sellers for the amount paid for insurance coverage and upon failure of the buyers to do so, said amount shall also be added to the principal balance and bear interest at the same rate as the principal balance. Seller shall instruct the insurance company carrying the hazard, fire and liability insurance for the property, to name as additional insureds, David Novick and Colin Tinsley and have a certificate of insurance issued to the buyers pursuant to these instructions. In the event of a loss determined by the insurance company to be total, seller agrees to assign all proceeds to the buyers that is in excess of the unpaid balance hereunder.

26. The parties hereby understand and agree that there will remain as encumbrance on this property, a first lien in the form of a first mortgage held by First Security Federal Savings Bank of Chicago and that said principal balance is approximately \$32,000.00. This trust deed is dated March 24, 1988 and is dated as to recording May 13, 1988 as document No 88205628.

Seller shall provide the buyers each month beginning with the first payment, a statement from First Security Federal showing that all payments due under said mortgage are current. In the event that sellers are delinquent in payment of said mortgage buyers have the right to make the payments direct to First Security Federal.

27. Seller has provided for a letter of opinion. Buyers will be responsible for a title report when the articles of agreement are paid in full.

28. Buyers accept this property in an "as is" condition and buyers will be responsible and acknowledge receipt of a copy of the violations in case No 82 M1 64449 and accept this property subject to said case.

In witness whereof the parties have subscribed their names this 25th day of October 1989.

Walter Isberner
Patricia Duncan
Patricia Duncan

David Novick
Colin Tinsley

David Novick

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