

UNOFFICIAL COPY

AGREEMENT, made this 15TH day of November, 1988, between

DOLTON RIVERDALE SAVINGS & LOAN ASSOCIATION

, Seller, and

BRIAN R. YOUNG and EMILY A. YOUNG, his wife, Jointly , 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 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 18 and Lots 39 and 39 in Ivanhoe Parkways, being a Subdivision of Block 50 in Ivanhoe Unit No. 3, being Branigar Brothers Subdivision of parts of the North half of the Southeast quarter and the North half of the Southwest quarter and the South half of the Northeast quarter of Section 4, Township 36 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on March 24, 1938 as document 1213597 in Cook County, Illinois.

15'4" Ivanhoe

PERMANENT TAX NOS.: 29-04-228-012, 29-04-228-013 and 29-04-228-044

and Seller further agrees to furnish to Purchaser on or before November 15, 1988, 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 Attorneys' Title Guaranty Fund, 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

DOLTON RIVERDALE SAVINGS & LOAN ASSOCIATION, 14076 S. Lincoln, Dolton, IL

the price of \$33,000.00 Dollars in the manner following, to-wit: \$2,000.00 receipt of which is acknowledged and balance of \$31,000.00 in monthly installments of \$272.05, beginning January 1, 1989, with full balance due December 1, 1992. Interest paid in advance.

with interest at the rate of 10 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 November 15, 1988.

provided that Purchaser is not then in default under this agreement. There shall be a late charge of 5% of any payment not received by the 15th day of any month. 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 1988 are to be prorated from January 1 to such date for delivery of possession, the prorating shall be done on the basis of the amount of the 1988 tax bill when received.

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 1988 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; Taxes to be re-prorated
 - (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;
- 1a. Buyer shall also deposit 1/12th of the estimated taxes with Seller by payment, beginning January 1, 1989.
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 seven 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.

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

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Received on within Agreement
the following sums

Date _____
Interest _____
Principal _____
Received by _____

EMILY A. YOUNG
SPEAKER
BRITAN R. YOUNG
SPEAKER
By: *[Signature]*
SPEAKER

1976 11/16/1976

Sealed and delivered in the presence of

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

In witness whereof the Seller has herefore been issued and received by the owner of the agent with respect to any dwelling and other fixtures to Purchaser that no notice from any city, village or other governmental authority of any

parties to Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any

dwelling and other fixtures upon the heirs, executors, administrators and successors of the respective

counties shall extend to and be obligatory upon the heirs, executors, administrators and successors hereinafter

deemed to have been given or made on the date of mailing.

Purchaser at BRITAN R. YOUNG, 13827 School Street, Dolton, Illinois 60627, or to the last

known address of either party, 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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail

constituted as plain

ever used herein and the words and person designated herein as "Seller" or as "Purchaser", such word or words where-

and severally,

and severally, as "Purchaser", the place and authority in this paragraph given is given to such persons jointly

any notice or demand under any contract in this state with reference to such sum or to such time that one

make all errors and omit or neglect or withdraw any instrument of judgment.

Purchaser hereby agrees to pay to Seller, or Seller's attorney, all reasonable expenses incurred in the defense of Seller, or Seller's

wife, parents and service thereof and costs, judgments reasonable attorney's fees, and to

any Purchaser by reason of any claim or cause of action against Seller, or Seller's

or Purchaser hereby agrees to defend and indemnify Seller in any court of record, in Purchaser's name, on behalf

of Purchaser, with the exercise of due diligence, of any attorney of record, in Purchaser's name, on behalf

of law or equity, and shall have the right to maintain and prosecute any remedy given by this agreement or

case of default or breach, or any other reason herein to Seller shall not be exclusive of any other remedy, notwithstanding

any proceeding brought by Seller under this agreement.

19. The remedies of Purchaser herein given to Seller shall not be exclusive of any other remedy, but Seller shall,

in the event of the failure of Purchaser to account to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action

of proceeding by Seller for the recovery of any amount due to Seller by Purchaser for any part thereof.

20. In the event of the termination of a written declaration by Seller to the Recorder of deeds, all improvements

decreed by Purchaser in any of the previous agreements hereto, this agreement shall be null and void and be so conclusively

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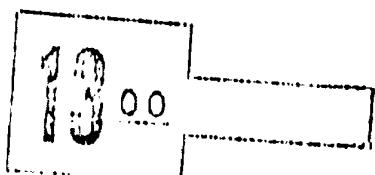
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T#4444 TRAN 4719 01/11/89 14:43:00
#2899 # ID **-39-016049
COOK COUNTY RECORDER

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