

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 30th day of May, 19 89, between

Leonard L. Mondt, Seller, and

Jaime Ramirez, 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:

UNIT NUMBER 108, IN FARWELL BEACH CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOT 88 IN W.D. PRESTON'S SUBDIVISION OF BLOCK 4. 9 and 8 TOGETHER WITH LOT 1 IN BLOCK 7 IN PARTITION OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE NOR EAST FRACTIONAL 1/4 OF SECTION 32. TOWNSHIP 41 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25208121, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. Commonly known as Unit 108, 1127 W. Farwell. PIN 11-32-202-012

and Seller further agrees to furnish to Purchaser on or before date of closing, 19     , 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 approved title company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable 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 Seller's attorney

the price of Eighteen thousand five hundred (\$18,500.00) Dollars in the manner following, to-wit: One thousand eight hundred fifty and no/100 (\$1,850.00), plus or minus prorations, shall be paid at closing. The balance of sixteen thousand six hundred fifty and no/100 (\$16,650.00) dollars shall be amortized over a fifteen (15) year period and shall be paid according to Paragraph #22 of the Rider.

with interest at the rate of 10.0 per cent per annum payable Monthly, beginning on the 15th day of the whole sum remaining from time to time unpaid. the month after closing.

Possession of the premises shall be delivered to Purchaser on date of closing

provide 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 19 89 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 1988 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 10.0 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~~ NO LEASE SHALL OF 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).

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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 be in addition to the purchase price immediately due and payable to Seller, with interest at 10.0 per cent per annum until paid.

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.

12. In the event this agreement shall be declared null and void by Seiler on account of any default, breach or 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.

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 Seiler without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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 account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

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.

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, waive process and service thereof 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 reference 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.

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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1630 Barberry Court, Mt. Prospect, Illinois 60056 or to

Purchaser at Unit 108, 1127 Farwell, Chicago, Illinois 60626 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.

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.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

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

Sealed and Delivered in the presence of  
Thomas J. Wagner (SEAL)  
James R. ... (SEAL)  
... (SEAL)  
... (SEAL)

22. See Rider attached hereto and made a part hereof.

mail to Thomas J. Wagner  
321 N. Clark St. #470  
Chicago, IL 60610



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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
			COOK COUNTY, ILLINOIS
			89266389

GEORGE E. COLE

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED, dated \_\_\_\_\_, 1989, between Leonard L. Mondl, Contract Seller, and Jaime Ramirez, Contract Purchaser, for the condominium premises located at: Unit 108, 1127 Farwell, Chicago, Illinois 60626, which is hereby incorporated in and a part of said installment Agreement.

## RIDER

22. The balance of the purchase price in the amount of \$16,650.00 shall be amortized over a 180 month period at the rate of 10 3/4 per annum. The amounts of principal and interest payment per month shall be \$178.92 and the first payment shall be due on the 15th day of the second month following the closing. Interest from the date of closing to the 15th of the first month following closing shall be paid by the Purchaser at the time of closing.

In addition to the agreed installments, Purchaser shall deposit with the Seller on the day each installment is due, until the purchase price is paid in full, a sum equal to 1/12th of the yearly real estate taxes. At the present time the taxes are approximately \$780.00 per year. Therefore, the initial rate of tax deposit shall be \$65.00 per month.

Purchaser shall also pay on the date each installment is due the condominium assessment to Seller. At the present time the assessment is \$161.00 per month.

Seller shall pay all real estate taxes and condominium assessments from the funds deposited with him by the Purchaser. He shall show proof of said payments to the Purchaser upon request.

Seller shall pay the condominium assessments monthly but shall accumulate the tax escrow payments and pay the real estate taxes on a semi-annual basis. Seller shall give credit to Purchaser at closing for the amount of taxes owed by Seller but shall deposit said funds in the escrow maintained by Seller. Seller shall provide Purchaser with an accounting of all funds in said escrow account when requested.

Furthermore, Purchaser understands that the monthly real estate tax escrow payment and condominium assessment fee may be increased, in which case Purchaser's monthly payment for those expenses shall be increased.

Failure to make the deposits hereunder shall constitute a breach of this Agreement.



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26. REVENUE STAMPS. Seller agrees to pay to Purchaser at closing his portion of the Illinois and County Revenue Stamp Taxes and to give Purchaser a credit for such taxes at closing. Seller shall pay the amount of said taxes computed as of the date the installment agreement is signed. Purchaser shall be responsible

25. RECORDING. This installment agreement for warranty deed shall be recorded and placed of record with the Cook County Recorder's Office.

B. That satisfactory proof has been presented to him that the full principal balance and interest due under this contract has been paid to or on behalf of Seller, and that Purchaser has fulfilled all the other obligations incumbent upon it hereunder, then Escrowee shall hand over and deliver to Buyer, the warranty deed, Quit-claim Deed, Affidavit of Title, Bill of Sale, and Revenue Declarations, that he is holding hereunder, and thereafter escrowee's obligations hereunder shall cease and terminate; that presentation of cancelled checks of Seller's receipts of payments made to or on behalf of Buyer shall be deemed to be satisfactory proof of Purchaser's payment hereunder.

A. That satisfactory proof has been presented to him that the full and principal balance and interest due under this contract has been paid.

The agreement, Deeds, Affidavit of Title and Revenue Declarations so deposited with escrowee, shall be held by escrowee subject to the terms and provisions of this paragraph. Escrowee's acceptance of this escrow shall be evidenced by a letter of acceptance directed to Seller and Buyer, when escrowee, within his sole discretion deems:

Contemporaneously with the execution of the Agreement, Buyer shall deposit with escrowee a quit-claim deed from the Buyer to the Seller. Furthermore, both parties shall deposit with the escrowee an executed copy of this Agreement.

24. ESCROW OF DOCUMENTS. Contemporaneously with the execution of this installment agreement the Seller shall deposit with Attorney Thomas J. Wagner, as escrowee, an executed warranty deed from the Seller to the Buyer, an Affidavit of Title, Bill of Sale, an Illinois, Cook County, and City of Chicago Revenue Declarations.

23. INSURANCE. Both Seller and Purchaser shall provide all information and execute all documents necessary to induce the condominium association insurance carrier to issue a certificate of insurance with both the Seller and Purchaser insured as a contract Seller and contract Purchaser, respectively. Both parties shall cooperate fully in maintaining said insurance and adjusting any claim thereunder.

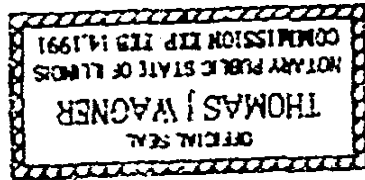
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- for the payment of City Revenue Stamped Taxes on the date he receives the Warranty Deed from Seller. He shall also be responsible for any difference in the amount credited to him by Seller for Revenue Stamps between the time of signing the installment Agreement and the time of receiving the Warranty Deed.
27. UTILITIES. Buyers shall be responsible for all utilities while he is in possession, which are not paid by the common funds of the condominium association.
28. USE OF PREMISES. The Purchaser will not create, cause or maintain or suffer to be maintained, any nuisance or any waste in or about the premises. The Purchaser will not use the premises, or suffer the same to be used, any illegal or unlawful purpose, or in any hazardous or wasteful manner.
29. SELLER'S RIGHT TO ENTER PROPERTY. The Seller shall have the right to enter upon the subject real property and the building and improvements thereon upon seven days written notice and at a reasonable time in order to determine the Purchaser's compliance with the Purchaser's undertakings herein set forth, provided, however, that Seller shall only be allowed to enter the premises if he has reason to believe damage, and can only enter when the Buyer is present.
30. REAL ESTATE TAX PROPORTION. At the time of closing, the Seller will sign a real estate tax re-proration agreement which will obligate him to pay the actual amount of real estate taxes for the second half of 1988 and the period of time in 1989 prior to the closing of this transaction. Seller shall pay any deficiency over and above what credit he has given to Purchaser at the time of closing.
31. PURCHASER'S ADDITIONAL COVENANTS. Purchaser, between the possession date and the final payment date, shall:
- A. Keep the property in good condition and repair without waste, free from mechanics' liens and other liens or claims for liens;
  - B. Comply with the requirements and remedies any violations of law, municipal ordinances, or restrictions of the record with respect to the property and the use thereof;
  - C. Not make or contract to make any material alterations or additions to the property or the improvement thereon as except as required by law or municipal ordinance, without Seller's written consent;
  - D. Not suffer or permit any change in the general nature of the property without Seller's written consent;
  - E. Not enter into any occupancy leases of the property without Seller's written consent;

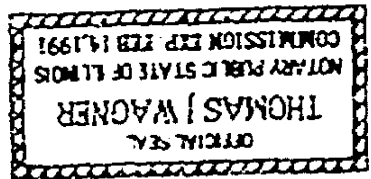
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Thomas J. Wagner  
Notary Public

Given my hand and notarial seal, this 1st day of July, 1989.  
I, a notary republic in and for said county in this state do hereby certify that Jamie Ramirez, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the purposes therein set forth, including the Release and waiver of the right of homestead.



Thomas J. Wagner  
Notary Public

Given my hand and notarial seal, this 1st day of July, 1989.  
I, a notary republic in and fore said county in this state do hereby certify that Leonard R. Mondl, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this said instrument as his free and voluntary act for the purposes therein set forth, including the Release and waiver of the right of homestead.

Jamie Ramirez  
Purchaser

Leonard R. Mondl  
Seller  
APPROVED: Thomas J. Wagner

- F. Not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of purchaser.
- 32. LATE CHARGE. Any payment not made within ten days of its due date shall bare a late charge of 5% of the payment.
- 33. NO PRE-PAYMENT PENALTY. The Purchaser shall be allowed to pay the entire balance, or any portion thereof, of the principal amount of the principal amount outstanding under these Articles of Agreement without pre-payment penalty.