

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

UNOFFICIAL COPY 56

19 89, between  
89283678

AGREEMENT, made this 15th day of June, 19 89, between  
Frank J. Dombrowski and Violet M. Dombrowski, his wife, Seller, and

Edward Mazzei, Jr. and Nicholas Torres, 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:

Lot 33 and Lot 34 (Except the East 2 feet thereof) in Block 11 in Hawthorne Land and Improvement Company's Addition to Morton Park, being the East 1/2 of the Northwest 1/4 of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-28-122-022 & 16-28-122 -023

Commonly known as: 5328-30 W. 25th Street, Cicero, Illinois 60650

and Seller further agrees to furnish to Purchaser on or before June 15, 19 89, 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 Community Title Guaranty Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of 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 Attorney Martin J. Drechen,

2318 S. Austin Blvd., Cicero, Illinois 60650

the price of Eighteen Thousand Two Hundred Fifty and No/100 (\$18,250.00). Dollars in the manner following, to-wit: Buyer shall make equal monthly payments of \$472.00 consisting of principal & interest. 1st Payment shall be due on July 1, 1989 and on the 1st day of each month thereafter until balance is paid. If purchaser fails to make payment before 5th day of each month a penalty of 5% of monthly payment will be added thereto. In addition Purchaser is to pay 1/12th of yearly taxes in the amount of \$68.93. Purchaser has right to prepay balance due at anytime without penalty. Last payment June 1, 1993.

with interest at the rate of 11 1/2 per cent per annum payable on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on June 15, 1989,

, 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 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 19 89 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; Sellers have executed a Warranty Deed and other closing papers and have deposited same with Attorney Martin J. Drechen to be held in escrow until the completion of Installment Agreement dated June 15, 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 11 1/2 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. 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).

# UNOFFICIAL COPY

Received on within Agreement

the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE,  
LEGAL FORMS

Cicero, IL 60650

BOX 156  
MARTIN J. DRECHEN  
2318 S. ASTOR BLVD.,

This instrument was prepared by Attorney MARTIN J. DRECHEN, Cicero, IL 60650

Violation of this agreement shall result in the entire balance becoming due and owing immediately.

17.\* The sum due under Installation Agreement for Warranty Deposit is paid in full and

Witnesses to the above written

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

21. If any provision of this agreement is invalid or illegal, violates public policy or affects the remainder of such provision or this contract, it will be prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity, while invalidating or affecting the remainder of this contract.

20. Seller warrants to Purchaser that no notice from, administrator or other authority of a dwelling code violation which exists in the dwelling structure before the execution of this contract has been received by the Seller, his

extend to and be obligatory upon the heirs, executors, administrators and successors of the respective parties.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be given or made on the date of mailing.

Purchaser at 2813 W. Cermak Rd., Chicago, Illinois, 60402, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed hereinafter and addressed to Seller at

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

general, \* buyer covariance's and expenses that they will not build on vacant real estate until

herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as if the word "wherever" used 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 wherever used in this paragraph given is given by such persons jointly and severally.

Judgment in cases of such suit, including reasonable attorney's fees, and to waive all errors and rights of appeal from such judgment with the exception of such suit, or Seller, or Seller's assignee, for such sum as may be due, and settle hereafter and confess judgment against Purchaser in favor of Seller, or Seller's assignee, to enter Purchaser's appurtenances held in any court of record, waive process

16. Purchaser hereby irrevocably consents to any court of record, in Purchaser's name, on default by the Purchaser, for breach, or for any other reason held in any court of record, to enter Purchaser's appurtenances held in any court of record, to Seller, in case of

15. The remedy of forcible entry and detainer herein to Seller shall not be exclusive of any other remedy, but Seller shall, in case of

equity, and shall have the right to maintain and prosecute any and every such remedy, notwithstanding or otherwise, with

default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law

14. Purchaser shall pay to Seller all expenses, including attorney's fees, incurred by Seller in any action of

finishing or unfinishing, which may be put upon the premises by Purchaser, shall be liable for all improvements, whether

13. In the event of the termination of this agreement by Seller, shall be liable for the property of Seller without

by Seller of a written declaration of nonpayment hereto, this agreement shall be null and void and voided by Seller in the Recorder's office of said County.

12. In the event this agreement terminates, this agreement shall be declared null and void by Seller in full satisfaction and as liquidated damages

by Seller in any of the provisions made on this agreement, the option of Seller shall be re-executed and take possession of the premises as provided.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay

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\$13.00

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COOK COUNTY RECORDER

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\$13.00