

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

NO. 4
April, 1980

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89308955

AGREEMENT, made this 1st day of May, 1989, between

Frederick B. Siegeltuch and Linda S. McCartney, Seller, and

Melvin Hess, 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 ~~Installment Agreement~~ Warranty Deed 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: Parcel 1: Unit 206 in the Scoville Court Condominium as delineated on a survey of the following described real estate: Lots 8, 9, and 10 in Block 3 in East Avenue Addition to Oak Park, A Subdivision of Blocks 52 and 53 and 59 to 61 in the Village of Ridgeland, a Subdivision of the East Half of the East Half of Section 7 and of the North West Quarter and the West Half of the West Half of the Southwest Quarter of Section 8, Township 39 North, Range 13, 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 No. 25300175, together with its undivided percentage interest in the common elements. PARCEL 2: The exclusive right to the use of parking space Number 13, a limited common element as delineated on the aforementioned survey, in Cook County, Illinois.

P.I.N. 16-07-415-027-1013

and Seller further agrees to furnish to Purchaser on or before 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 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 ~~XXXXXX~~ XXXXXX.

F.M. 3/29/89

9126 E. Niles Center Road, Skokie, Illinois 60076

the price of Forty Thousand Dollars (\$40,000.00) Dollars in the manner following, to-wit: Down payment of \$2,000.00 and monthly payments of ten percent (10%) interest on the remaining \$38,000.00 balance for five years commencing from May 1, 1989, with the entire balance due five (5) years from May 1, 1989. There shall be no pre-payment penalty.

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 May 1, 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 88 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% 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).

89308955

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received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

Table with 4 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. The table is mostly empty with some faint markings.

GEORGE E. COLE
LEGAL FORMS

SEND TO: Randy W. Franklin
1550 N. Northwest Hwy., Suite 320
Park Ridge, IL 60068
Property Address: 500 Washington Blvd., Unit 206, Oak Park, IL 60302
PIN: 16-07-415-027-1013

Sealed and Delivered in the presence of
[Signature] Governor
[Signature] [Name] Clerk

(SEAL)
(SEAL)
(SEAL)
(SEAL)

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.
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.
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 date of 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.
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.
Purchaser at _____ 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 to Seller at 9126 E. Niles Center Rd., Skokie, IL 60076 or to _____ or to _____
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-in-fact or attorney of any court of record, in Purchaser's name, on behalf of 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 judgment of such court. Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such an action. If there be more than one person above designated as "Purchaser" the power and authority herein paragraph given shall be exercised by such persons jointly and severally.
15. The remedy of foreclosure 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 foreclosure, 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. Seller against Purchaser on or under this agreement. 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, which may be put upon the premises by Purchaser therefor or for any part thereof.
13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, may be put upon the premises by Purchaser therefor and be the property of Seller, whether liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.
12. In the event this agreement shall be declared null and void by Seller 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.
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.
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 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 _____ per cent per annum until paid.

6. The Sellers shall provide to the Purchaser on or before April 1, 1994, at the Sellers' expense, an owner's title insurance policy in the amount of the purchase price hereof issued by ~~XXXXXXXXXXXX~~

5. The Purchaser shall, at his expense, provide premises liability insurance for the premises described in the installment Agreement for Warranty Deed in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence. Such liability insurance shall name the Sellers as additional insureds.

4. The Sellers shall pay the 1988 real estate taxes due in the year 1989. The Sellers and the Purchaser shall prorate the 1989 real estate taxes due in 1990, and said proration shall occur when the taxes are due in the year of 1990.

3. In addition to the real property described in the installment Agreement for Warranty Deed, the Sellers shall also transfer to the Purchaser certain personal property, to-wit: two air conditioners, a refrigerator, a stove, the light fixtures in the real estate as of the date of the execution of this Addendum, and the living room blinds in the real estate as of the date of the execution of this Addendum. Upon the final payment contemplated by the installment Agreement for Warranty Deed, the Sellers shall execute and deliver to the Purchaser a Bill of Sale for these items of personal property.

2. The installment Agreement for Warranty Deed contemplates that the monthly payments shall be made by the Purchaser for interest only at the rate of 10 percent per annum on the balance then due and owing. In the event that the Purchaser elects to make payments over and above said required interest payments, such payments shall reduce the principal and any further monthly interest payments shall be based upon 10 percent of the then outstanding balance, after subtracting any principal paid down.

1. In regard to the down payment of \$2,000.00 recited in said installment Agreement for Warranty Deed, the parties hereby expressly provide and agree that the Purchaser has given to the Sellers said sum of \$2,000.00 prior to the execution of this Addendum and the Sellers hereby acknowledge receipt thereof.

The following terms and conditions are made a part of the installment Agreement for Warranty Deed between the Sellers and the Purchaser named hereinabove, as if set forth verbatim in said installment Agreement:

ADDENDUM TO INSTALLMENT AGREEMENT FOR WARRANTY DEED BETWEEN FREDERICK B. SIEGELTUCH AND LINDA S. MCCARTNEY, SELLERS, AND MELVIN HESS, PURCHASER

55680366
10/1/94

UNOFFICIAL COPY

The undersigned do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, this 1st day of June, 1936.

Witness my hand and the seal of said County at Chicago, Illinois, this 1st day of June, 1936.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

Notary Public

Notary Public

Notary Public

COOK COUNTY CLERK'S OFFICE

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5/14/25

89308955

Property of Cook County Clerk's Office

DEPT-01 RECORDING
142222 TRAM 0408 02/07/59 10:35:00
48112 * 0 - 30 - 308955
COOK COUNTY RECORDS

Linda S. McCartney

Linda S. McCartney

Friedrich B. Stegelmach

Friedrich B. Stegelmach

Melvin Hess

Melvin Hess

SELLERS:

PURCHASER:

Attorneys' Title Guaranty Fund
Insurance company or its successor in interest, or any other title
insurance company agreed between the parties hereto.

LM →
7-1-2012

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Property of Cook County Clerk's Office

NAME OF DEBORAH

ADDRESS OF DEBORAH

PHONE

PROPERTY OF COOK COUNTY CLERK'S OFFICE