

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

AGREEMENT, made this _____ day of June 89364448, 1989, between
RALPH P. MILLER, Seller, and

WILLIAM B. SMITH and DEBORAH SMITH, his wife, 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 _____ 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:

LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 39 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

*2034 Canalport
Chicago, IL*

*PIN: 17-21-300-004
17-21-320-005*

and Seller further agrees to furnish to Purchaser on or before July 1, 1989, at Seller's expense, the following evidence of title to the premises: ~~(a) a copy of the title insurance policy in the amount of \$_____ issued by _____ (b) a certificate of title issued by the Registrar of Titles of Cook County, Illinois (c) _____ (d) _____ (e) _____ (f) _____ (g) _____ (h) _____ (i) _____ (j) _____ (k) _____ (l) _____ (m) _____ (n) _____ (o) _____ (p) _____ (q) _____ (r) _____ (s) _____ (t) _____ (u) _____ (v) _____ (w) _____ (x) _____ (y) _____ (z) _____ (aa) _____ (ab) _____ (ac) _____ (ad) _____ (ae) _____ (af) _____ (ag) _____ (ah) _____ (ai) _____ (aj) _____ (ak) _____ (al) _____ (am) _____ (an) _____ (ao) _____ (ap) _____ (aq) _____ (ar) _____ (as) _____ (at) _____ (au) _____ (av) _____ (aw) _____ (ax) _____ (ay) _____ (az) _____ (ba) _____ (bb) _____ (bc) _____ (bd) _____ (be) _____ (bf) _____ (bg) _____ (bh) _____ (bi) _____ (bj) _____ (bk) _____ (bl) _____ (bm) _____ (bn) _____ 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_____ Wheaton, Illinois 6087

the price of Eight Thousand and 00/100 Dollars in the manner following, to-wit:

TWO THOUSAND DOLLARS (\$2,000) ON OR BEFORE JULY 1, 1989;
SIX THOUSAND DOLLARS (\$6,000)

with interest at the rate of 8 per cent per annum payable in 36 monthly installments in accordance with the attached schedule, on the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchaser on July 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. ~~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 2nd 1/2 '88 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; *Seller shall be responsible for 1988 general taxes for all of 1989 and all subsequent years.
- 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 12 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).

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