

UNOFFICIAL COPY

90409698

Made this 27th day of AUGUST, 1987, between RAFAEL TORRES and GLORIA TORRES,¹² his wife, Seller, and ANTONIO BENIQUEZ and BRUNILDA ~~GUZMAN~~, husband and wife, ^{F.R.} Purchaser,

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser, in fee simple, clear of all incumbrances whatever, by a good and sufficient stamped recordable Warranty Deed, with release and waiver of the right of homestead and dower, the following described real estate in the County of Cook and State of Illinois, to wit:

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The west 53.77 feet of lots 14 and 15 in block 12 in Hutchinson and Colt's subdivision of blocks 2, 6, 12 and 16 in Carter's subdivision of blocks 1, 2, 3, 4 and 7 of Clifford's Addition to Chicago a subdivision of the East 1/2 of the South west 1/4 of Section 1, Township 39 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS REAL ESTATE IS BEING SOLD "AS IS"

DEPT-01 RECORDING \$15.25
T#2222 TRAN 4719 08/22/90 12:31:00
#5065 # B *-90-409698
COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): 16-01-309-025-0000 Vol. 535

Address(es) of real estate: 2940-42 West Augusta Blvd., Chicago, Illinois 60622 and the Purchaser hereby covenants and agrees to pay to the Seller the sum of SIXTY THOUSAND AND NO/100 (\$60,000.00 DOLLARS in the manner following:

TEN THOUSAND (\$10,000.00) AT THE SIGNING OF THIS CONTRACT, RECEIPT HEREBY ACKNOWLEDGED, and the balance of FIFTY THOUSAND (\$50,000.00) DOLLARS WITH INTEREST AT THE RATE OF ELEVEN (11%) PER CENT PER ANNUM TO BE AMORTIZED OVER EIGHT (8) YEARS PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF SEVEN HUNDRED EIGHTY FIVE and FORTY THREE (\$785.43) DOLLARS, THE FINAL PAYMENT DUE ON OCTOBER 1, 1995, WITH UNLIMITED PRE-PAYMENT PRIVILEGES WITHOUT PENALTY, AND TO PAY ALL REAL ESTATE TAXES SUBSEQUENT TO THE YEAR 1987.

And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants on the Purchaser's part hereby made and entered into, this agreement shall, at the option of the Seller, be forfeited and determined, and all sums theretofore received shall be retained by the Seller in full satisfaction and in liquidation of all damages by the Seller sustained, and the Seller shall have the right to re-enter and take possession of the premises aforesaid.

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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, ALSO AGREES HEREBY TO CARRY AND PAY FOR LIABILITY AND HAZARD INSURANCE WITH NECESSARY COVERAGE ACCEPTABLE TO SELLER AND MUST SHOW TO SELLER PROOF OF PAYMENT OF YEARLY PREMIUMS ON SAID POLICIES. Seller agrees to furnish to Purchaser, at Seller's expense OWNERS TITLE INSURANCE POLICY IN THE AMOUNT OF \$60,000.00 issue by CAPITAL TITLE (STEWART) Company.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the
day and year first above written.

SEALED AND DELIVERED, IN PRESENCE OF

Rafael Torres
RAFAEL TORRES

Gloria Torres
GLORIA TORRES

Xavier Benítez
ANTONIO BENÍTEZ

X Brunilda Guzman
BRUNILDA BENEFIZ GUZMAN

66 E.B. /

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 18 day of October, 1987, between

RAFAEL AND GLORIA TORRES, Seller, and

ANTONIO AND ARUNILDA BENIQUEZ, 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 ARTICLES OF AGREEMENT FOR AND 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:

The West 53.77 Feet of Lots 14 and Lot 15 in Block 12 in
HUTCHINSON AND COLTS SUBDIVISION OF BLOCKS 2, 6, 12, AND 16
IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, AND 7 OF C. F. FORD'S
ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4
OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.
Permanent Real Estate Index Number(s): 16-01-309-025-000

Address(es) of premises: 2940 - 42 W AUGUSTA

and Seller further agrees to furnish to Purchaser on or before Oct 18, 1987, at Seller's expense, the following evidence of title to the premises: (a) Owner's title insurance policy in the amount of the price, issued by Title Co., (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 SELLER,

2940 - 42 W. Augusta

the price of \$60,000.00 (sixty thousand dollars) 90409698
Dollars in the manner following, to-wit:

Ten thousand dollars as earnest money, and the balance
\$50,000.00 (fifteen thousand) at 8 yrs at 11% starting the 1st of December 1987 and ending Aug 1st 1995.

with interest at the rate of 11 1/2 per cent per annum payable at \$785 43 per Month.
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on November 1, 1987

, 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 1987 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 the last income shall be paid by Seller.

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1987 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 14 per cent per annum until paid.

4. Purchaser may not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be supererogatory.

5. Every contract for the completion of any work on the premises, or any part thereof, shall contain an express, full and absolute 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 release upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications shall be promptly delivered to Seller 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, or until such previous written consent, shall not vest in the transferee or assignee of this agreement or herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

7. 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 effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties thereto.

8. 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, wind, storm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid on the purchase price, and Purchaser shall deliver the policies thereto to Seller.

*Strike out all

the clauses (a), (b) and (c).

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**Received on within Agreement
the following sums**

ved on within Agree
the following sums

DATE	INVENTORY	PRINCIPAL	RECEIVED BY
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GEORGE E. COLES

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(SEAL)

Purchaser at 294c-42 in City of Erie, or to the last known address
of either party, shall be sufficient notice to demand mailed as provided herein given or made on the date of mailing.
19 The time of payment shall be of the essence of this contract, and the consequences and agreements herein contained shall
extend to and be obligatory upon the heirs, executors, administrators, and successors of the parties.
20. Seller warrants to Purchaser that no notice from any party, willage or other Governmental authority of a dwelling code
violation which existed in the dwelling structure before sale, except in case of fraud, shall be deemed to affect the contract, his
principal or legal estate within 10 years of execution of this contract, except by the Seller, his
successors or assigns of the 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 the remaining provisions of such provision or
the remainder of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, this day and

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

Settles, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by plaintiff against defendant or his heirs, executors, administrators or successors in interest.

Liability of obligor on Seller's part to account to Purchaser for credit or
debt.

14. Purchaser shall pay to Seller all costs and expenses, including all
proceedings to which Seller may be made a party by reason of being a Party to
such, and Purchaser will pay to Seller all
incurred by Seller in any action or
proceedings, including attorney's fees, incurred by Seller in enfor-
ce of the provisions of this
Agreement.

13. In the event of the termination of this Agreement by either party without cause or notice, all improvements, whether personal or otherwise, which have been made by the Seller at his expense shall remain the property of the Seller.

12. In the event this Agreement shall be terminated or rejected, his Agent shall be entitled to receive in full payment of his services.

payables made on this agreement, and such payments shall be
paid to Seller shall have the right
to deduct such amounts from the price
of the premises as damages.

11. In case of the failure of Purchaser to make any of the payments hereinabove, this Agreement shall, at the option of Seller, be terminated, or performed by Purchaser's creditors, or Purchaser shall forfeit all

10. If Purchaser fails to pay taxes, assessments, insurance premiums which Purchaser is obligated to pay under such terms and conditions as may be agreed upon by Seller and Purchaser, Seller may elect to pay such taxes, assessments, insurance premiums and any other amounts due and payable to Seller with interest at the rate paid by Seller.