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INSTALLMENT CONTRACT FOR

WARRANTY DEED

THIS AGREEMENT is made this 14th day of April, 1990,

between BOB ROTH ("Seller"), and CECILIE RADULOVIC ^{married} and IVY RADULOVIC, a spinster _{DIVORCED AND NOT SINCE REMARRIED} CULLEN ("Purchaser").

DEPT-01 RECORDING \$25.50
1:1111 TRAM 4540 08/24/90 09:53:00
#5239 : A *--90--413670
COOK COUNTY RECORDER

RECITALS

Seller is the owner of an improved residential real estate located at 899 South Plymouth Court, Chicago, Illinois (the "Premises"), which is legally described as follows:

71500

UNIT 102 IN THE 899 SOUTH PLYMOUTH COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE PART OF LOT 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESURDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN THE ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 155.33 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 222.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 222.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS "EXHIBIT A-2" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25722540 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.L.N. 17-16-419-004-1002

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Seller has agreed to sell to Purchaser the Premises and any personal property which presently may be located on the Premises including: storm and screen windows; wall-to-wall carpeting; window shades and draperies and supporting fixtures; venetian blinds; electric, plumbing, and other attached fixtures as installed; one refrigerator; dishwasher; one range; in-floor (louvered) shutters; and locks and lock hardware ("Personalty").

Seller desires to sell the Premises and the Personalty to Purchaser, and Purchaser desires to purchase the same on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants, agreements and promises exchanged between the parties and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Convey. If Purchaser shall first make the payments and perform Purchaser's covenants under this Agreement, Seller agrees to convey title to the personal property by Bill of Sale and title to the Premises by Warranty Deed, subject only to the following (the "Permitted Title Exceptions"): covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; private, public, and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; party wall rights and agreements, if any; limitations and conditions imposed by the Condominium Property Act; mortgage or trust deed specified below, if any; general taxes for the year 1989/90 and subsequent years; installments due after the date of closing assessments established pursuant to the Declaration of Condominium; and to Illinois Condominium Law.

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2. Purchase Price. Purchaser covenants and agrees to pay to Seller at Chicago, Illinois, or at such other place as Seller may from time to time designate in writing the purchase price of Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) in the following manner:

(a) Ten Thousand Dollars (\$10,000.00), plus or minus prorations at closing;

(b) Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), with interest at the rate of eleven percent (11%), amortized over 30 years, with equal monthly installment payments of principal and interest in arrears of \$357.13, commencing on September 1, 1990 and ending August 1, 1992, at which time the remaining principal balance and accrued interest, if any, shall be paid in full;

(c) If Purchaser fails to make a timely payment, after the expiration of seven (7) days from the date said payment falls due, Seller shall charge Purchaser an additional sum of \$.01 for each \$1.00 of delinquent payment for each month of delinquency to pay for additional costs incurred in handling late payments.

3. Closing Date. Exclusive possession of the Premises and Personalty shall be delivered to Purchaser on _____, 1990 (the "Closing"), or at such other date as the parties may approve. Closing shall be at the offices of Seller's attorney unless otherwise agreed. The Closing may be extended for a period of 30 days to have unpermitted title exceptions removed after which time Purchaser may elect to have this Agreement terminated or to deduct from the purchase price liens or encumbrances of a definite and ascertainable amount.

4. Evidence of Title. Seller shall deliver to Purchaser not less than five (5) days prior to the time of Closing, a contract purchaser's commitment for title insurance, subject only to Permitted Title Exceptions and to a Mortgage dated April 9,

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1984 to Northern Trust Company and recorded as Document #27048436. Any subsequent title insurance shall be provided by Purchaser. At closing Seller shall deliver an Affidavit of Title, and current survey. Any subsequent title insurance shall be at the expense of the Purchaser.

5. Prorations. At the time of Closing, assessments, utility charges, rents, and other similar items shall be adjusted ratably. Real estate taxes shall be prorated at 110% of most recent ascertainable taxes as of closing. The amount of the real estate tax proration should be deposited in an escrow account held by Seller and in addition Purchaser shall deposit 1/12 of the annual taxes in said escrow account. At final closing, any remaining balance in the escrow account shall be credited to Purchaser.

6. Prepayment. Purchaser shall have the right to prepay all or any part of the unpaid balance of the purchase price at any time, without penalty or premium.

7. Condition of Premises. Seller makes no representations or warranties regarding the condition of the Premises. Purchaser shall have the right to inspect the Premises prior to Closing. Taking of possession by Purchaser shall constitute an acceptance of the condition of the Premises and Personalty as is.

8. Maintenance of Premises. Purchaser shall keep the improvements and Personalty in good repair and shall neither suffer nor commit any waste or injury to the Premises, excepting ordinary wear and tear.

9. Insurance. Purchaser, at their expense, shall obtain Condominium Owner's insurance for all improvements, personalty and liability with a company acceptable to Seller in an amount at least equal to \$_____. In the event of loss, other than loss due to accidents to persons and in the event Purchaser elects not to rebuild or repair the premises, all proceeds of insurance shall be applied against the

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purchase price, after payment of existing mortgage encumbrances. Said insurance shall name the Purchaser and Seller and Northern Trust Company as holder of the existing mortgage.

10. Alterations and Liens. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the Premises. Purchaser shall not make any alterations to the Premises costing in excess of \$1,000.00, other than ordinary painting, wallpapering and minor repairs or install any improvements in excess of \$1,000.00 without first obtaining the consent of Seller which consent Seller will not unreasonably withhold. Alterations currently in progress shall be excepted from this paragraph other than with regard to liens. In the event that Purchaser permits and mechanic's lien claim to be filed which is not removed or bonded over to the satisfaction of Seller within 15 days of notice thereof from Seller to Purchaser, or if Purchaser fails to make any payments to any third party, or if Purchaser fails to perform any of the obligations and covenants required under this Agreement, Seller may, but shall not be required to, pay such cost and the cost shall become due and payable to Seller on the first day of the next month.

11. No Assignment. Purchaser shall not transfer or assign this Agreement or any interest in the Premises or the Personalty, directly or indirectly, without the previous written consent of Seller, and any such assignment or transfer without such previous consent shall not vest in the transferee or the assignee any right, title or interest in this Agreement or in the Premises, and shall be null and void at the election of Seller; and Purchaser shall not lease all or any part of the Premises for any purpose without Seller's written consent.

12. Nature of Interest. Except as otherwise specifically provided by any statute of the State of Illinois, no right, title or interest, legal or equitable, in the

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Premises shall vest in Purchaser until delivery to Purchaser of the Warranty Deed and Bill of Sale by Seller, or until the full payment of the purchase price at the time and in the manner provided in paragraph 2b hereof.

13. Changes in Writing Only. No notice of any extension, change, modification or amendment made or claimed by either party shall have any force or effect unless it shall be endorsed in writing and signed by all of the parties.

14. Default. The occurrence of one or more of the following acts or omissions shall constitute an event of default:

(a) The failure of Purchaser to make any of the payments when due;

(b) The failure of Purchaser to perform any of Purchaser's covenants, conditions or undertakings when due including the failure to make any payments when due, and if such failure shall continue for a period of twenty (20) days after Seller delivers written notice to Purchaser specifying such failure and demanding that the same be cured;

(c) If Purchaser shall permit waste or deterioration to the Premises which waste or deterioration (ordinary wear and tear excepted) is not cured within 20 days of written notice thereof from Seller to Purchaser;

(d) If Purchaser fails to pay tax, utility or other assessments;

(e) In the event of the Seller's failure to comply with an other terms and conditions contained in this Agreement, the Purchaser shall have the right to cure such default and to deduct the costs thereof, including all incidental costs, expenses and reasonable attorneys' fees attendant thereto incurred by the Purchaser, from the principal balance then due or from the installment payments to be made hereunder.

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Upon the occurrence of such default, the Seller may declare the entire unpaid balance due and payable in full or this Agreement shall, at the option of Seller, be forfeited and terminated 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. Seller shall provide notice of its intention to declare a forfeiture of Purchaser's rights at least one hundred thirty (130) days prior to the recording of such declaration by sending notice by certified or registered mail to the last known address of Purchaser. In the event this Agreement shall be declared forfeited and terminated by Seller on account of any default, breach or violation by Purchaser, the filing by Seller of a written declaration of forfeiture in the Recorder's Office of Cook County, Illinois, shall be conclusive evidence of such forfeiture and termination.

15. Property of Seller. In the event of termination of this Agreement by lapse of time, or a default which is not cured as provided herein, or otherwise, except upon termination upon payment, all improvements which are fixtures or otherwise a part of the Premises, whether finished or unfinished, which may be installed upon the Premises by Purchaser shall belong to and be the property of Seller without liability or obligation of Seller's part to account to Purchaser.

16. Recovery of Costs. Purchaser shall pay to Seller all costs and expenses, including reasonable attorney's fees and excluding real estate commission, incurred by Seller in any action or proceeding arising out of an act or omission of Purchaser and 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 reasonable attorneys' fees, incurred by Seller in enforcing any of the covenants and

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provisions of this Agreement and incurred in any successful action brought by Seller against Purchaser under this Agreement and all such costs, expenses and attorneys' fees shall be added to the unpaid principal balance and 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.

17. **Alternative Remedy.** The remedies given to Seller shall not be exclusive of any other remedy not inconsistent with any other provisions of this Agreement, but Seller shall in case of default or other breach or for any other reason herein contained, have every other remedy given by this Agreement or by law or equity, including, but not limited to, the right to declare the entire unpaid balance of the purchase price immediately due and payable, except that if Purchaser cures any default, this Agreement shall continue in full force and effect, and Seller shall have the right to maintain and prosecute any and every such remedy contemporaneously or otherwise with any other right given under this Agreement.

18. **General.** If there is more than one person designated as "Seller" or "Purchaser", such word or words wherever used and the verbs and pronouns associated with those words, although expressed in the singular shall be read and construed as plural. Furthermore, the obligations of the parties designated Purchaser shall be joint and several.

19. **Notices.** All notices and demands shall be in writing. The mailing of notice or demand by certified or registered mail to Seller and to Purchaser at the last known address of either party shall be sufficient service. Any notice or demand mailed as provided shall be deemed to have been given or made when received, or, if delivery is refused, on the second day after the date of mailing.

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20. Time of the Essence. Time shall be of the ~~essence~~ of this Agreement, and the covenants and agreements shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

21. Counterparts. This Agreement may be signed in separate counterparts.

22. Invalid Provision. In the event that any paragraph of this Agreement shall be held by a court of competent jurisdiction to be null and void, the remainder of this Agreement shall remain in full force and effect.

23. Uniform Vendor Act. The provisions of the Uniform Vendor Act and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

24. Prior Agreements. This Agreement shall supersede all prior agreements, whether written or oral, of the parties.

25. In the event Seller fails to make any payment to Northern Trust Company Seller's existing indebtedness, Purchaser may withhold the amount from its payment to Seller and use said amount for payment to Northern Trust Company to correct said default. At final closing, pursuant to Paragraph 3C, Seller will pay any amount owed to Northern Trust Company out of its sale proceeds. Seller shall not otherwise encumber the property.

* * *

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date aforesaid.

PURCHASER:

SELLER:

CECILIE RADULOVIC



BOB ROTH

IVY RADULOVIC

COULIN

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 1990.

SUBSCRIBED AND SWORN TO
before me **OFFICIAL SEAL** day
of **JOEL BROSK**, 1990.
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 9, 1991

This document prepared by:

Joel Brosk, Esq.
101 N. Wacker Dr., #1130
Chicago, Illinois 60606

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date aforesaid.

PURCHASER:

Cecile Radulovic

CECILIE RADULOVIC
Ivy Radulovic Cullen

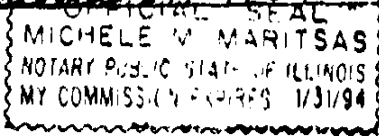
IVY RADULOVIC
CULLEN

SELLER:

ROBERT ROTH

SUBSCRIBED AND SWORN TO
before me this 13th day
of August, 1990.

Michele M. Maritsas



SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 1990.

This document prepared by:

Joel Brook, Esq.
101 N. Wacker Dr., #1130
Chicago, Illinois 60606



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AMORTIZATION SCHEDULE

PRINCIPAL \$ 37500
INTEREST RATE 11 PER CENT
AMORTIZED OVER 360 MONTHS
PAYMENT \$ 357.13

BALLOON IN 24 MONTHS

NO.	INTEREST	PRINCIPAL	BALANCE	INT. TO DATE
1	343.75	13.38	37486.62	343.75
2	343.63	13.50	37473.12	687.38
3	343.50	13.63	37459.49	1030.88
4	343.38	13.75	37445.74	1374.26
5	343.25	13.88	37431.86	1717.51
6	343.13	14.00	37417.86	2060.64
7	343.00	14.13	37403.72	2403.63
8	342.87	14.26	37389.46	2746.50
9	342.74	14.39	37375.07	3089.24
10	342.60	4.53	37360.54	3431.84
11	342.47	14.66	37345.89	3774.32
12	342.34	14.79	37331.09	4116.65
13	342.20	14.93	37316.16	4458.85
14	342.06	15.07	37301.10	4800.92
15	341.93	15.20	37285.90	5142.85
16	341.79	15.34	37270.55	5484.63
17	341.65	15.48	37255.07	5826.28
18	341.50	15.63	37239.44	6167.78
19	341.36	15.77	37223.68	6509.15
20	341.22	15.91	37207.76	6850.36
21	341.07	16.06	37191.70	7191.43
22	340.92	16.21	37175.50	7532.36
23	340.78	16.35	37159.14	7873.13

FINAL PMT. NO	INTEREST	PRINCIPAL	FINAL PMT.	TOTAL INT.
24	340.63	37159.14	37499.77	8213.76

All calculations performed to 17 places and rounded on the report.
 Payment calculated by standard methods and rounded up to nearest cent.

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