

AGREEMENT, made this 15 day of September 1990, between Alan H. Harmony, Seller, and Larry J. Hunt, Jr., 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 dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

UNIT NUMBER 6832-1 AND G-2 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN BLOCK 5 IN L.E. INGALL'S SUBDIVISION OF BLOCKS 5 AND 6 IN THE CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTH WEST 1/4 AND THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 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 NUMBER 24875250 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PTN 11-32-123-016-1007 & 1028 COMMONLY KNOWN AS 6832 N. Lakewood Unit 1, Chicago 2 GARAGE 2

and Seller further agrees to furnish to Purchaser on or before Sept 15, 1990, 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 Attorney's Title; (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, showing merchantable title in Seller on the date hereof, subject only to the matter 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

the price of THIRTY SIX THOUSAND NINE HUNDRED (\$36,900.00) Dollars in the manner following, to-wit:

\$2,000.00 Paid at contract signing, \$2,000.00 45 days after closing, \$2,000.00 105 Days after closing. \$319.33 as to principal/interest plus 1/12 of the estimated monthly taxes due on the 1st day of each month with interest at the rate of 10.5 per cent per annum payable monthly with a balloon Sept. on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on Sept 19, 1990.

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 1990 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 tax.

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 1990 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, Condo Declarations and assessments due; (f) Roads, highways, streets, and alleys, if any.

Mortgage of Record

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 eight 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 for repairs and improvements shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain an express waiver and 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 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 hereof by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

RELATOR'S OFFICE

Handwritten initials and date 8-30-90

30462392

1625

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Received on within Agreement
the following sums

Table with columns: DATE, PAYMENT, PRINCIPAL, RECEIVED BY. The table is mostly empty with some handwritten numbers in the 'PAYMENT' column.

RECORDED AT RECORDED
INDEXED AT INDEXED
MAY 15 1965
MAY 15 1965
MAY 15 1965

GEORGE E. COLE
LEGAL FORMS

8. No extension, change, modification or amendment to or of this agreement of any kind...
9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name...
10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item...
11. In case of the failure of Purchaser to make any of the payments...
12. In the event this agreement shall be declared null and void...
13. In the event of the termination of this agreement...
14. Purchaser shall pay to Seller all costs and expenses...
15. The remedy of a forfeiture herein given to Seller shall not be exclusive...
16. Purchaser hereby irrevocably constitutes any attorney of any court...
17. If there be more than one person designated herein as "Seller" or as "Purchaser"...
18. All notices and demands hereunder shall be in writing...
19. The time of payment shall be of the essence of this contract...
20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority...
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate...
Sealed and Delivered in the presence of
Wm. F. Miller
Robert O'Hara

6629506

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THIS INSTRUMENT AGREEMENT FOR DEED BETWEEN ALAN H. HARMONY
AND LARRY J. WOOD, JR. AS SELLER AND LARRY J. WOOD, JR.
AS PURCHASER FOR PROPERTY LOCATED AT
1234 W. WOOD, UNIT 1, CHICAGO, ILL

In the event there is a conflict between the terms of
this instrument and the terms or language of the
instrument referred to herein, then the language
of this instrument shall prevail.

Seller shall pay, in addition to the monthly payment
of principal and interest one-twelfth (1/12) of the
amount of the last issued tax bill (until adjusted, the
amount is \$1.16 monthly).

Seller shall be responsible for maintaining bonds
and coverage on the property, and personal coverage (HO 6)

Seller shall be responsible for insuring the title holder
and any other living mortgagee or other
financial/security agreements as disclosed or requested
by Seller.

When title is transferred to Purchaser or, a
first closing resulting in a transfer of title at the
direction of Purchaser takes place, then Purchaser
shall pay, and all title and transfer cost incurred
by Seller, **NOT INCLUDING SELLER'S SHARE OF**

COST FOR FINAL RELEASE, STATE & COUNTY TRANSFER TAX

The Seller has expressed in writing his or her warranties
to the Purchaser with regard to the condition of the
property, fixtures, equipment and other appurtenances.
~~_____ further acknowledge that he has examined the
_____ of the _____ of
_____.~~

The Seller agrees that he will not sell the property,
or any interest therein, or any part thereof, or enter
into any agreement, whether legal or equitable, or the
premises, property, or enter into any agreement
affecting said property to last for more than one (1)
year without first paying the full outstanding balance
on this contract to Seller.

Seller shall pay, when due, all regular and special
assessments and taxes on the property, and shall pay
the cost of all title and transfer taxes and other
charges incurred by Seller in this agreement.

Seller shall pay, when due, all underlying mortgage
interest, and shall pay, when due, all regular and special
assessments and taxes on the property, and shall pay
the cost of all title and transfer taxes and other
charges incurred by Seller in this agreement.

Seller shall pay, when due, all regular and special
assessments and taxes on the property, and shall pay
the cost of all title and transfer taxes and other
charges incurred by Seller in this agreement.

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- 1. The Seller is responsible for the payment of all taxes...
- 2. Paragraph 3 and 4 of the form are hereby modified to...
- 3. Payment of the amounts due are due on the first day of...
- 4. The purchase price and principal amount...
- 5. Seller shall pay and be obligated for...
- 6. The monthly payment of principal and interest...

The monthly payment of principal & interest is \$ 319.33

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[Handwritten initials]

In Article 1 of the purchase agreement, purchaser shall pay an amount of \$10,000.00 on the 15th day and 10th day after ~~the~~ AUG 30, 1990. This amount to go to a further reduction in ~~the~~ price.

As a condition to the purchase agreement, also ~~the~~ the other collateral as security for this agreement. In the event of a default affecting the other ~~parties~~ parties, that default shall also be a default ~~of~~ of this agreement.

In the event of a default on the part of the ~~buyer~~ buyer or a default on the part of the ~~seller~~ seller, the ~~seller~~ seller shall have the right to proceed ~~to~~ to any other damages that ~~may~~ may be due to said default.

Alan A. Harrison *Lawrence J. Hunt, Jr.*

[Handwritten initials]

IN THE EVENT THE UNDERLYING MORTGAGE IS CALLED DUE TO SELLER'S ACTION, SELLER SHALL PROCEED TO SETTLE SAID OUTSTANDING MORTGAGE.

PREPARED BY



SULTAN & ASSOCIATES, LTD.
4854 West Oakton
Skokie, Illinois 60076

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Skokie, Illinois 60076

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SULTAN & ASSOCIATES, LTD.
4054 West Drexel
St. Louis, Illinois 63176

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