

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

1244233 PAC

AGREEMENT, made this 9th day of October, 1990, between FRED CORES and JEAN CORES, his wife, MICHAEL T. FANARO, Seller, and Purchaser:

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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 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:

Lot 18 in Block 4 in C. N. Louck's Resubdivision of Blocks 7 and 10 in K. K. Jones Subdivision, being a Subdivision of the North 1/2 of the Southwest 1/4, Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 3414 North Avers, Chicago, Illinois.

PERMANENT REAL ESTATE TAX INDEX NUMBER: 13-23-311-032.

has furnished and Seller further covenants to Purchaser on or before the date hereof, 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 Intercounty Title Co. of Ill. 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 Fred Cores, as he may direct from time to time,

NINETY-ONE THOUSAND DOLLARS (\$91,000.00) the price of Dollars in the manner following, to-wit: (as set forth in Rider attached hereto and hereby made an integral part hereof).

Possession of the premises shall be delivered to Purchaser on the execution hereof, 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 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 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; (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 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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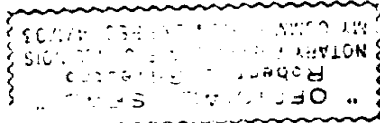
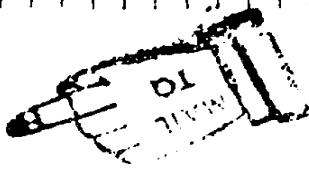
Handwritten signature/initials

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Received on within Agreement the following sums

Table with 3 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY

GEORGE E. COLE LEGAL FORMS



THIS INSTRUMENT PREPARED BY and is to be Robert F. Di Silvestro, 3800 N. Austin Avenue, Chicago, IL 60634

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

Sealed and Delivered in the presence of [Signature]

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written. 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's obligations 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 immediately due and payable to Seller, with interest at 12% per cent per annum until paid. 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. 13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof. 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. 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 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 forfeiture, or any other right herein given. 16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser or 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 judgment, Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such action. If there be more than one person above designated as "Purchaser", the power and authority in this paragraph given is given by such persons jointly and severally. 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. 18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 3241 North Plainfield, Chicago, Illinois, or to Purchaser at 3414 North Avers, Chicago, Illinois, shall be sufficient service hereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. 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. 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 execution of this contract has been received by the Seller, his principal or his agent within (6) years of the date of execution of this 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 or affecting the remainder of such provision or the remaining provisions of this agreement.

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RIDER ATTACHED TO
ARTICLES OF AGREEMENT FOR DEED
FOR PROPERTY AT
3414 N. AVERS, CHICAGO, ILLINOIS
BETWEEN
FRED & JEAN CORES and MICHAEL FANARO

- 1) The principal sum of NINETY-ONE THOUSAND DOLLARS (\$91,000.00) remaining after the execution of this Agreement shall be payable as follows: The sum of SEVEN HUNDRED NINETY-EIGHT & 60/100 DOLLARS per month commencing October 1, 1990 and continuing on the 1st day of each month thereafter, until October 1, 1995, unless sooner paid in full, which sum shall include both interest at ten (10%) per annum and principal. There shall be full prepayment privilege without penalty. On October 1, 1995, the entire remaining balance of said indebtedness shall be due and immediately paid to Seller. In addition, Purchaser shall deposit with Seller each month 1/12th of the annual real estate taxes and 1/12th of the annual insurance premium. Annually when the real estate tax bill is available, the parties agree to make adjustments, if necessary, to the monthly deposit to reflect any changes in the amount of the real estate taxes.
2) Seller has furnished Purchaser with Intercounty Title Company letter of commitment, number S1244233, dated September 14, 1990, in the amount of the sales price, subject to the matters therein set forth, and Seller shall not be obligated to furnish any further title commitments.
3) Purchaser agrees to maintain in responsible companies approved by Seller, fire and extended insurance in an amount not less than replacement value with vandalism and malicious mischief coverage included, and also liability insurance, covering Seller and Purchaser, as their interest may appear, against all claims, demands or actions for injury to or death of any one or more persons in an amount not less than \$300,000. Such insurance shall provide that it will not be subject to cancellation, termination, or any change except after at least ten (10) days prior written notice to the Seller, and the policy or policies or duly executed certificates for the same, together with satisfactory evidence of the payment of premium thereon, shall be deposited with Seller, not less than thirty (30) days prior to the expiration of the term of such coverage; and that if Purchaser fails to comply with such requirements, Seller may obtain such insurance and keep same in effect, and Purchaser shall pay the premium cost thereof upon demand, or Seller may declare this contract null and void.
4) Purchaser agrees to protect and keep the Seller forever harmless and indemnified against any and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether or not occasioned by the neglect of Purchaser, and that Purchaser will at all times protect, indemnify and save and keep harmless Seller against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify and save and keep harmless the Seller against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Purchaser in any respect to comply with and perform all the requirements and provisions hereunder.

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- 5) In addition, Purchaser agrees that prior to the commencement of any improvements other than normal building maintenance, the plans for same shall be approved by Seller in writing. All necessary waivers of mechanics' or materialmen's liens shall be secured by Purchaser and delivered to Seller prior to the commencement of said improvements or at such later time as Seller may designate.
- 6) In the event the building and land, or any portion thereof shall be the subject of any sale by virtue of the right of eminent domain, at the option of Seller, the entire indebtedness remaining hereunder shall become due and payable to the Seller.
- 7) Purchaser agrees to maintain the building and land in a neat, attractive and clean condition, at all times during the time that Purchaser is indebted to Seller hereunder.
- 8) The terms of this Rider are in addition to the other terms and provisions hereof, and wherever the terms of this Rider conflict with the terms of the Agreement attached hereto, the terms of this Rider shall control and be binding upon the parties hereto.
- 9) Purchaser shall furnish Seller within 60 days after the due date of each installment of the annual taxes and assessments levied against the premises, a copy of the paid receipt therefor. In addition, the Purchaser shall also keep in effect and deposit with the Seller a paid casualty insurance policy satisfactory to the Seller, with a loss clause payable to the Seller, for an amount of fire and extended loss not less than the amount of indebtedness owing at any time hereunder.

Dated at Chicago, Illinois, this 9th day of October, 1990.

Fred Cores (SEAL)
Fred Cores

Michael T. Canaro (SEAL)
Michael T. Canaro

Jean Cores (SEAL)
Jean Cores

_____ (SEAL)

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