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AGREEMENT made this 18th day of October, 1990, between  
David V. Sauseda and Calista A. Sauseda, Seller, and  
Francisco Gallardo and Eva Gallardo, 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 stamped recordable warranty deed, with giver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lot 24 in Block 2 in Jones and McKillipp's Subdivision of Block 9 in the Subdivision of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 1990 NOV - 7 FM 61-264-08-045 90543754  
Address(es) of premises: 2756 S. Drake, Chicago, IL. 60623

CL 262089

and Seller further agrees to furnish to Purchaser on or before October 31, 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 Ticor Title Insurance Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) ~~merch~~ 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  
David V. and Calista A. Sauseda 9851 S. 81st Ave., Palos Hills, IL. 60465

13.00

the price of \$ 5,500.00  
Dollars in the manner following, to-wit:

Earnest money \$2,000 the receipt of which is acknowledged and \$10,000.00 upon closing and the balance of \$15,500 payable in 5 years, at 10% interest per annum, with monthly payments of \$311.33, including principal and interest, with a balloon payment for the principal balance at the end of 3 years, the first monthly payment to commence Nov. 1, 1990 with interest at the rate of ----- per cent per annum payable ----- on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on closing date October 31, 1990, subject to existing month to month tenancies,

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 of 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 offer 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).

BOX 15

90543754

# UNOFFICIAL COPY

Received on within Agreement

the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE  
LEGAL FORMS

12/15 305 43254

23. Sellers will pay the state and county revenue declarations and water certification fee at the time when Deed is delivered to Purchasers.

22. During the pendency of the within Installment Agreement, the Sellers shall not encumber, mortgage, nor cause any liens to be placed in the subject property.

RETURN TO:  
ARMANDO ALMAZAN  
3743 W. 26th ST.  
CHICAGO IL 60623

Sealed and Delivered in the presence of

*Armando Almazan* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

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. See 22 & 23 below.

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 10 years of the date of execution of this contract.

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.

18. All notices and demands hereunder shall be in writing. Seller's address for notices and demands hereunder shall be 9851 S. 81st Ave., Patch Hills, Ill. 60465 or to the last known address of either party, 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.

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. At closing buyer will provide seller with original fire & liability insurance policy for 1 year premium.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Seller and hereby waives all rights of record, judgment against Seller, or Seller's assigns, for such sum as may be due, and service thereof and confesses judgment against Seller in favor of Seller, or Seller's assigns, for such sum as may be due, judgment or judgment against Seller, including reasonable attorney's fees, and to waive all errors and right of appeal in this State with reference to such judgment or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given by such persons jointly and severally.

15. The remedy of foreclosure hereunder shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason hereunder 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 foreclosure, or any other right herein given.

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 this agreement, and Seller shall pay to Seller all liability or obligation on Seller's part to account to Purchaser herefor or for any part thereof.

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 on Seller's part to account to Purchaser herefor or for any part thereof.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Seller 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.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Seller 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 aforesaid.

10. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12% per annum until paid.

9. Seller shall only be obligated to provide buyer with title insurance once, at closing, showing seller as owner and buyer as purchaser under articles of agreement. In addition to monthly payments of principal and interest buyer will pay each month 1/2 of annual real estate tax and insurance. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price.

8. Seller shall only be obligated to provide buyer with title insurance once, at closing, showing seller as owner and buyer as purchaser under articles of agreement. In addition to monthly payments of principal and interest buyer will pay each month 1/2 of annual real estate tax and insurance.