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Articles of Agreement 90626992

Made this _____ day of December, 19 90, between Adam A. Dabek and Karen E. Dabek husband and wife, Seller, and Barbara Jeter Harris, 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 _____ 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:

Lot 36 in Block 92 in Cornell, A Subdivision Of Sections 26 and 35, Township 38 North, Range 14, East Of The Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS

1990 DEC 20 AM 11: 27

90626992

Permanent Real Estate Index Number(s): 20-26-322-009

Address(es) of real estate: 7827 S. Dobson Chicago, Illinois 60619

13.00

and the Purchaser hereby covenants and agrees to pay to the Seller the sum of Forty Thousand Dollars (\$40,000.00) Dollars in the manner following:

- 1) Monthly Payments due on existing Note to Home Savings of America Loan No. 1276283-7 between Adam A. Dabek and Karen E. Dabek and Home Savings of America. (principal amount of this note \$31,000.00)
2) Monthly Payments on Note between Adam A. Dabek and Karen E. Dabek and Barbara Jeter Harris. (Principal amount of this note \$9,000.00)

And to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said real estate, subsequent to the year 1990. 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

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.

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

3) Payments on both notes are due by Barbara Jeter Harris to Adam A. Dabek and Karen E. Dabek on the 15th of each month and are to be sent to sellers at sellers address.

4) Purchaser is responsible for taxes and insurance and will provide proof of payment to sellers annually.

5) The monthly payment on note to Home Savings of America is adjustable. WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Sellers will pay 1990 taxes upon receipt of tax bill from Cook County Assessor's office. Buyer will pay all real estate taxes subsequent to 1990.

SEALED AND DELIVERED, IN PRESENCE OF

Mail To: Adam A. Dabek Attorney at Law 22 Chestnut Ct West Buffalo Grove, IL 60089

Adam A. Dabek (SEAL)

Karen E. Dabek (SEAL)

Barbara Jeter Harris (SEAL)

Subscribed and Sworn to Before Me This 17th Day of December, 1990. Notary Public John M. Carey Jr.

BOX 333-GG

OFFICIAL SEAL JOHN M. CAREY, JR. NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/19/91

90626992

72-82-251-7

