

AGREEMENT, made this 6th day of April, 1990, between Joseph R. Curtan and Joanne Curtan, his wife, individually and Suburban National Bank of Palatine, not individually, but as Trustee under Trust Agreement dated August 8, 1981 and known as Trust # 3709, Seller, and

Robert Sherlag and Anne Marie Curtis, 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 Trustee'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: Lot 14 in Block 30 in Arthur T. McIntosh and Company's Plum Grove Road Development, being in the West 1/2 of Section 23 and the East 1/2 of Section 22, Township 42 North, Range 10, East of the Third Principal Meridian according to the Plat recorded May 8, 1926 as Document 9268584 in Cook County, Illinois.

Tax # 02-22-402-014

Address: 419 S. Roe St., Palatine, Illinois

and Seller further agrees to furnish to Purchaser on or before April 6, 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 Attorneys' Title Guaranty Fund, Inc. (b) ~~certificates of title issued by the Register of Deeds of Cook County, Illinois~~ (c) ~~merchantable abstract of title~~, 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

Joseph R. Curtan, 1264 S. Smith St., Palatine, Illinois 60067

the price of Ninety eight thousand and no/100 (\$98,000.00) Dollars in the manner following, to-wit: \$1,000.00 earnest money; \$9,000.00 at the initial closing; and \$88,000.00 in monthly installments of \$772.64 beginning May 1, 1990. \$4.25

OFFICE OF THE REGISTER OF DEEDS
CLERK OF THE COUNTY OF COOK
127777 TRAM 3076 05/03/90 10:44:00
19458 + F * -90-203761
COOK COUNTY RECORDER

with interest at the rate of 10 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on initial closing

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 1989 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:

- The conveyance to be made by Seller shall be expressly subject to the following:
 - General taxes for the year 1989 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - All installments of special assessments heretofore levied falling due after date hereof;
 - The rights of all persons claiming by, through or under Purchaser;
 - Easements of record and party-walls and party-wall agreements, if any;
 - Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - 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 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, 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.

*Strike out all but one of the clauses (a), (b) and (c).

THIS INSTRUMENT WAS PREPARED BY EDWARD P. CREMERUS, ATTORNEY AT LAW 1 E. HWY., PALATINE, IL 60067

SEE ATTORNEY SERVICES 1264

90203761

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

EDWARD P. GREMERUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALATINE, IL 60067

GEORGE E. COLES

8. No extension, change, modification or amendment to or of this agreement or 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 thereto to Seller.

10. 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 immediately due and payable to Seller, with interest at eight per cent per annum until paid.

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 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-center and take possession of the premises aforesaid. Purchaser shall have 30 days to cure a default under the terms of paragraph 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 in 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 account of the provisions hereof, and all such costs, expenses and attorney's fees 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.

15. The remedy of forfeiture hereunder 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 of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and waive by jury, 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 judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or 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 herewith, 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 1264 S. Smith St., Palatine, Illinois 60067 or to Purchaser at 419 S. Rose St., Palatine, Illinois 60067 or to the last known address of either party, shall be sufficient service thereof. 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. Purchaser shall have 30 days to cure a default under the terms of this paragraph, 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.

21. Subject to the terms of a Rider attached hereto and made a part hereof by reference to the terms of this agreement, the parties to this agreement have hereto set their hands and seals in duplicate, the day and year first above written.

(SEAL) *Robert Smith*
 (SEAL) *Edward P. Gremerus*
 (SEAL) *George E. Coles*
 (SEAL) *John J. ...*

13460206

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UNOFFICIAL COPY

RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED ⁹⁰²⁰³⁷⁶¹

This Rider is attached to and made part of Installment Agreement for Warranty Deed dated April 6, 1990 between Joseph R. Curtan and Joanne Curtan, his wife, individually, and Suburban National Bank of Palatine, not individually, but as Trustee under Trust Agreement dated August 8, 1981 and known as Trust # 3709.

a. PREPAYMENT: Notwithstanding any provision provided for under the terms of the subject Installment Agreement for Warranty Deed, the Purchasers shall have no right to prepay, in whole or in part, any principal, sum due hereunder prior to October 1, 1992 without Seller's prior written consent.

b. PRIOR MORTGAGES: (a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at the time under this agreement, the lien of which prior mortgage shall, at all times notwithstanding this agreement is recorded, be prior to the interest that buyer may have in the premises, and buyer expressly agrees upon demand to execute and acknowledge together with seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this agreement, or otherwise be in conflict with the terms and provisions of this agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to buyer under this agreement. (b) Seller shall from time to time, but not less frequently than once each year and any time buyer has reason to believe a default may exist, exhibit to buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any breach or default in the terms of any indebtedness or prior mortgage, buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by buyer to protect buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

c. LATE CHARGES: Purchaser hereby agrees that any payment due hereunder shall be subject to a \$5.00 per day late charge for each day for which the payment is more than 10 days late.

James Murray Curtan
Robert Sherlog
Purchasers

Joseph R. Curtan
Joanne Curtan
Sellers/Beneficiaries
Suburban National Bank of Palatine,
not personally, but as Trustee as afore-
said, u/v/a dated 8/8/81 w/v/a Trust
No. 3709
Thomas M. Lewis
Trust Officer

RECORDED IN PALATINE
MAY 13 1990
TAXING DEPARTMENT 11
10000 J. J. BISHOP

THIS INSTRUMENT IS HIGHLY RECOMMENDED BY
EDWARD P. CREMERUS, ATTORNEY AT LAW
1 E. NW HWY., PALATINE, IL 60067

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EDWARD P. CREMERIUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALATINE, IL 60067



Property of Cook County Clerk's Office

EDWARD P. CREMERIUS
ATTORNEY AT LAW
1 E. NORTHWEST HIGHWAY
PALATINE, IL 60067