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Mail to: Recorder
2337 N. Lincoln
Chicago, Ill. 60614

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SEAL AND DELIVERED, IN PRESENCE OF



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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 received by the Seller, his principal or his agent within 10 years of the date of execution of this contract. 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 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 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 sustaining, and the Seller shall have the right to re-enter and take possession of the premises aforesaid. or imposed upon said real estate, subsequent to the year _____, or perform any of the covenants on the Purchaser's part to make any of the payments, or any part thereof, And in case of the failure of the Purchaser remaining from time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied with interest at the rate of _____ per centum per annum payable _____ annually on the whole sum

Permanent Real Estate Index Number(s): 14-05-407-017-1011
Address(es) of real estate: Unit 12A, 5701 N. Sheridan Rd., Chicago, Ill.
and the Purchaser hereby covenants and agrees to pay to the Seller the sum of Fifty-Seven Thousand One Hundred Twenty One and no/100 (\$57,121.00) Dollars
in the manner following:
SEE RIDER

UNIT NUMBER 12-A IN HOLLYWOOD TOWERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
LOT 12 TO 23, BOTH INCLUSIVE, AND PART OF LOT 24 IN BLOCK 21 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, TOGETHER WITH PART OF THE LAND LYING BETWEEN THE EAST LINE OF SAID LOTS AND THE WEST BOUNDARY LINE OF LINCOLN PARK, ALL IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
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.
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.
Made this 12th day of May, 1990, between
DOMINICK DAVERO and CHRISTINE DAVERO
Seller, and
PERCY PEREZ
Purchaser,

Articles of Agreement

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10. Purchaser agrees that as long as the tenant's lease is in effect Seller shall collect the rent from said tenant and collect from

monthly basis.

the condominium association to keep all said payments current on a rental and the sum of \$936.00 or any other amount required by Talman and Purchaser shall pay to Seller the balance between the above monthly by said tenant is \$750.00.

9. Seller represents the premises are presently occupied by a tenant who has a one (1) year lease to said premises monthly rental paid

between the parties.

8. Upon payment by Purchaser as aforesaid Seller shall provide purchaser with a commitment for title insurance containing no other exceptions than those listed on paragraph 4 of the real estate contract

7. Purchaser shall pay the balance of the total indebtedness within three (3) years of commencing monthly payments as aforesaid.

6. Should said total sum go up or down due to adjustments for possible fluctuations to pay insurance, real estate taxes and/or assessment, Purchaser agrees to be responsible for the new adjusted total sum.

The amount of said payment is presently \$936.00

condominium association on a monthly basis.

5. Purchaser agrees to be responsible to pay the above referred Talman mortgage by making the monthly principal, interest, an allotment for insurance, if any, real estate taxes and assessments levied by the

4. Seller shall provide a title search to confirm that only the above encumbrance exists.

3. Should any other encumbrances be revealed this contract shall be null and void at the election of Purchaser.

2. Premises are presently encumbered by a first mortgage held by Talman Savings a mortgagee. The balance due on said encumbrance is approximately Fifty Seven Thousand One Hundred Twenty One and no/100 (\$57,121.00) Seller warrants no other encumbrances exist on the property at time of execution of this contract.

1. The Articles of Agreement to be executed by the parties on the date of closing shall include, but not be limited, to the following terms:

THIS RIDER IS HEREBY MADE A PART OF THE ARTICLES OF AGREEMENT DATED MAY 12, 1990, BETWEEN PERCY PEREZ, AS PURCHASER, AND, DOMINICK DAVERO AND CHRISTINE DAVERO AS SELLERS, FOR THE PURCHASE OF UNIT 12A, 5701 N. SHERIDAN ROAD, CHICAGO, ILLINOIS.

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20. In the event of any damage or loss to the premises due to fire, Seller agrees that the net proceeds of any fire or other casualty insurance paid to Seller shall be divided between Seller and Purchaser in a ratio equivalent to their respective interests in the premises.

19. Purchaser shall be entitled to pay at any time the balance due under this contract without penalty.

Should Seller fail to make said payments Purchaser shall have the right to make the same for the benefit of Seller and shall be entitled to deduct the same from the balance of the purchase price due to Seller hereunder.

18. Seller shall disclose all pertinent information relative to said mortgage including, but not limited to, balance due under the mortgage, loan number, monthly amounts due thereunder, and shall make said payments directly to mortgagee, provided, that Seller furnishes to Purchaser on a monthly basis proof that such payments have in fact been made.

17. Seller agrees not to further encumber the property without the consent of Purchaser hereunder.

16. Seller shall give Purchaser credit for the security deposit of the tenant if the Purchaser pays the mortgage during the lease. In the event the lease expires prior to Purchaser's full payment of the mortgage Seller will return the security to tenant or to the Purchaser to the extent there is any damage to the premises.

15. Seller agrees to deposit in escrow with the firm of REMON & LOPEZ LAW OFFICES, P.C., a Warranty Deed conveying title to the premises to Purchaser. Said deed shall be tendered to Purchaser and recorded upon fulfillment of the terms of this transaction as aforesaid.

14. Seller agrees to payoff said indebtedness immediately and Purchaser shall transfer title thereto to Seller upon the occurrence of said event.

13. Purchaser represents that presently a lien exists on said vehicle to secure an indebtedness of approximately Twenty Two Thousand (\$22,000.00) dollars. Purchaser shall pay any amount over \$22,000.00.

12. As additional consideration for the purchase of the premises Purchaser agrees to surrender possession to Seller of a 1988 Corvette automobile. Seller agrees to credit Purchaser the sum of One (\$1.00) dollar towards payment of the purchase price in consideration thereof.

11. Purchaser agrees that after the premises are no longer tenant occupied, it shall be his responsibility to tender to Seller the sum of \$936.00 or any other sum required to keep all payment to Talman and the condominium association current.

Purchaser the balance necessary to keep all payments on the premises current as aforesaid and Seller shall be responsible to tender said required sums to the condominium association and to Talman.

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OFFICIAL SEAL
PHILIP M. KISS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 24, 1991

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SWORN AND SUBSCRIBED BEFORE ME THIS
12TH DAY OF MAY 1990.

Christine Davero

CHRISTINE DAVERO

Christine Davero

DOMINICK DAVERO

Dominick Davero

PERCY PEREZ

Percy Perez

PURCHASER:

SELLER:

- 21. In the event Purchaser fails to make any payment due under this contract within ten (10) days of the due date the Purchaser shall agree to pay a late penalty of ten (\$10.00) dollars per day until said payment is made.
- 22. In the event Seller mortgagee exercise the acceleration clause then the Purchaser shall pay the balance of the mortgage within sixty (60) days.

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