

CAUTION: Consult a lawyer before using or selling under this form. Making the title of the property or seller's name makes any warranty with respect thereto, including any warranty to be made, negotiable or otherwise, for a particular purpose.

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90250292

Articles of Agreement

Made this 15th day of March, 1990, between
Thad Thomas, Seller, and
Vic V. Shogren, 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 1 and 2 in Block 1 in Nicholas Miller's Subdivision of the East 511 feet of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING
1#3333 TRAN 8165 05/30/90 11:01:00
#8397 ÷ C *-90-250292
COOK COUNTY RECORDER

\$14.25
90250292

Permanent Real Estate Index Number(s): 4-07-212-010-0000 volume 475

Address(es) of real estate: 5356 N. Ravenswood, Chicago, Illinois

and the Purchaser hereby covenants and agrees to pay to the Seller the sum of \$219,000.00 Dollars

in the manner following:

- \$55,000.00 Earnest money heretofore deposited.
- \$46,465.85 upon execution of this document.
- The balance of \$109,000.00 to be paid \$1,567.35, to be paid directly to NORTHSIDE CREDIT UNION AT 5019 N. Sheridan Road, Account #2581-06.
- The balance remaining due and owing shall be paid on or before December 15, 1990.

with interest at the rate of 11% per centum per annum payable monthly annually on the whole sum remaining from time to time unpaid, 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

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

SEALED AND DELIVERED, IN PRESENCE OF

Thad Thomas (SEAL)
Vic V. Shogren (SEAL)
_____ (SEAL)

Handwritten signature

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RIDER TO THAT CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED

MARCH 15, 1990

BY and BETWEEN: SELLER, THAD THOMAS and VIC V. SHOGREN.

R-1: The parties hereto agree that the purchase price which is Two Hundred Nineteen Thousand (\$219,000.00) Dollars shall be payable to Seller in the following manner.

A. The parties acknowledge that Purchaser has heretofore delivered an earnest money deposit in the amount of Ten Thousand (\$10,000.00) Dollars to Century 21/Era Real Life Inc. Realty and Forty Five Thousand (\$45,000.00) to Levatino and Levatino, Attorney's to be held thereby as escrow agent for the mutual benefit of the parties.

B. Purchaser shall, at closing hereinafter specified, deliver to Seller on pursuant to Seller's direction the sum of Fifty Five Thousand (\$55,000.00) Dollars, less credits.

C. The balance of the purchase price in the principal amount of One Hundred Nine Thousand (\$109,000.00) Dollars plus interest from date of closing on the balance of remaining principal from time to time unpaid at the rate of eleven (11%) percent per annum shall be payable in installments as follows: One Thousand Five Hundred Sixty Nine Dollars and .35/100 (\$1,569.35) to be paid directly to the present mortgage holder namely, NORTHSIDE CREDIT UNION at 5019 N. Sheridan Road, account #2581, on the 15th Day, of May 1990 and thence forth on the 15th day of each and every month thereafter for 10 consecutive months, with payment of the remaining balance of principal and interest on January 15, 1991.

D. Notwithstanding anything to the contrary contained herein, Purchaser shall be entitled to prepay any portion of the balance due herein without penalty.

R-2: Further that the sum of \$780.65 shall be paid monthly, directly to the Seller, Thad Thomas and said sums shall be applied to Real Estate Taxes on a monthly basis. Seller shall provide proof of payment Fifteen days after receipt of tax bill.

Proof of payment regarding Hazard Insurance shall be given to Purchaser by Seller.

R-3: The parties hereto, for themselves, their heirs, successors, personal representatives and assigns, agree to be bound by this Rider, the Installment Agreement for a Warranty Deed.

JEROME J. LEVATINO
05965
PHILLIP C. LEVATINO
11583
ATTORNEYS AT LAW
101 N. LA SALLE STREET
CHICAGO, ILLINOIS 60602
(312) 332-2022

90250292

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

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R-4: Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that Seller shall continue to maintain the existing hazard insurance on the premises. That Purchaser shall reimburse the Seller the cost of said Insurance; and that in the event of an insured loss on the premises the proceeds therefrom shall be applied first, to repair or replacement of the premises, and second, to payment of the balance of the purchase price herein, with the remainder; if any, of such paid to Purchaser.

R-5: The parties agree that each party shall pay all reasonable attorneys fees and costs incurred by the other party seller in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance. All rights and remedies given to each party shall be distinct, separate, and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; no waiver of any breach of this Agreement by Purchaser or Seller or after the termination of Purchaser's right of Possession hereunder or after the service of any Notice or after commencement of any suit, or after final Judgment for possession of the premises, shall reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

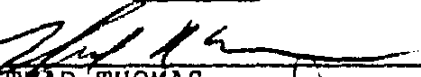
R-6: In the event Seller fails to receive from Purchaser payment of any installment due herein within ten (10) days of the due date of such installment, such installment shall bear a late charge of five percent (5%) of the delinquent amount.

R-7: This rider is, by this reference, incorporated into and made part of the Installment Agreement for Warranty Deed, date March 15, 1990, by Thad Thomas, a bachelor and Vic V. Shogren, a bachelor.

R-8: The Installment Agreement for Warranty Deed, and this Rider attached hereto contain the entire understanding between the parties hereto, supersede all previous negotiations, commitments and writings and can be altered or otherwise amended only by written instrument signed by the party or parties sought to be bound thereby.

DATED: May 11, 1990

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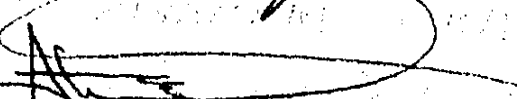
THAD THOMAS



VIC V. SHOGREN



WITNESS
JEROME J. LEVATINO



WITNESS
STEVEN WASKO

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WASKO & MICHAELS
SUITE 212
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PARK RIDGE IL 60068

← mail to