INSTALLMENT AGREEMENT Four sary 90286987 FOR WARRANTY DEED (XLLINO'S) or allel assertation at 12 Offices ib 90 berveen stands and AGREEMENT, made this Tene Purchaser: WIINESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Soller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's warranty deed, with waiver of homostead, subject to the matters hereinafter specified, the promises situated in the County of

Cook and State of 112 inois described as follows: LOT 27 (EXCEPT THE EAST 20 FEET AND THE WEST 25 FEET THEREOF) IN ENNA ROSENERKEL'S SUSDIVISION OF LOT 31 IN THE SCHOOL TRUSTEE'S SUSDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RONGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. use he shifteense, id on trendomit terlica No Permanent Real Estate Index Number(s): 20-16-118-012 515 West 57th Place, Chicago, Address(es) of premisea: and Seller further agrees to furnish to Purchaser on or before May.

the following evidence of the premises: (a) Owners title insurance policy in the amount of the price, issued by Greater III 1 nois Tatle Company (NYCOMETATE STATE OF THE STATE S time to time designate in writing, and vitil such designation at the office of 7. 59 1818] .. provided the Purchaser is not then in default under this agreement. Rents, water taxes, insurance premiums and other similar items are to be djusted pro rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 89 are to be promited from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertain one, 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 (3) general taxes for the year 1989 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 perions claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) wilding, 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: streets and alleys, if any; from funds provided by purchaser monthly, together with the monthly 2. Seller payment provided above above above 2. Partition shall payment provided above the premises that become payable on or after the date for delivery of possession to Purchaser, and receipts shall deliver to Seller duplicate receipts showing timely payment thereof. (See #22 on the reverse hereof.)

2. Purchaser shall keep the buildings and improvements on the premises in good repair and shall held er lufter nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste immediately due and payable to Seller, with interest at thirteenper cent per annumicantilipaid.

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 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, or all 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 transferce or assigned 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. claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Furchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto. 8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or 9. Purchaser shall keep all buildings at any time on the promises insured in Soller's name at Purchaser's expense again 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).

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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 Spiler, 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 Soller shall have the right to re-enter and take possession of the premises aforesaid. 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 to 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 herein given to Seller 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 interocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of the coverants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof 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 so it, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser's hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. Exhere he 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 costanted herein as "Seller" or as "Furchaser", such word or words wherever used berein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shell be in writing. The mailing of a notice or demand by registered mail to Seller at

Purchaser at 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.

20. Seller warrants to Purchaser that no notice from any civ, 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 Soller, his principal or his agent within 10 years of the date of execution of this contract.

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.

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

Sealed and Delivered in the presence of (SEAL) OFFICIAL SEAL LYNDA S. DEMBRASKI NOTARY PUBLIC. STATE OF ILLINOIS DEMBRASKI Furchaser agrees to pay 1712th of the 11/2/92 aphual estimated general res. estate and 1/12th of the annual estimated hazard insurance premium together 1.10 the monthly payments provided hereinabove. The initial such payment shall be \$45.00, which sa which said sum shall be adjusted periodically to reflect changes in said taxes and/or insurance

> See Rider Attached Hereto And Made a Part Hereof

Received on within Agreement תמשנים the following sums MILLER

premiums.

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RIDER B

- 1. Prior to closing Seller shall allow reasonable inspection of the premises by Purchaser.
- 2. Seller represents that the property is not in a federally designated flood plain.
- 3. Seller agrees to remove debris from premises by the date of possession.
- 4. Possession shall be deemed to have been delivered when Seller has vacated the premises and keys thereto have been delivered to the Purchaser.
- 5. Any payments herein required to be made at the time of closing shall be certified check or cashier's check.
- 6. Purchaser expressly acknowledges hereby that she has made a thorough inspection of the subject premises and expressly agrees hereby that she is satisfied with the condition thereof and is purchasing same "as is."
- 7. Seller shall, not less then five days prior to the first closing deliver to Purchaser a current spotted survey by a licensed surveyor showing all improvements to be within the lot lines and showing no encroachments of improvements from adjoining properties.
- 8. The first closing shall be on May 1,190 or on the date, if any, to which such time is extended by reason of paragraph 5 of the contract hereafter becoming operative (whichever date is later), unless subsequently mitally agreed otherwise, at the office of Greater Illinois 7:0:a Company, provided title is shown to be good or is accepted by purchaser. At the first closing the parties shall, if all terms bereof have been met, enter into this Articles of Agreement.

Irene Wakefield Robinson

fra Thomas

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- 1. During the pendency of the installment sale contract the monthly payments on outstanding mortgages shall not exceed the monthly payment of principal and interest of Purchaser.
- 2. During the pendency of the Installment sale contract if the mortgage(s) are not kept current by Seller, Purchaser may remit the payments directly to the mortgagee(s) to keep the mortgages current and prevent any default.
- 3. Monthly scrow payments shall be paid by Purchaser to Seller and remitted monthly by Seller to an Illinois escrow agent as the expense of purchaser. the parties shall agree at the closing. In the event of illness, death or incapacity of Seller to process the escrow payments, Purchaser may remit the escrow payments directly to the agreed escrow agent in Illinois.

4. There shall be no forfeiture without 10 days prior written

notice to Purchaser by certified mail.

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COOK COUNTY RECORDER Mail to:

Bruce Becker 10030 S. Western Ave. Chicago, 12.60643

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