

CAUTION: Consult a lawyer before using or acting under this form. This form is not to be used for a purpose not intended. It does not make any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 7th day of June, 1990, between Mrs. Irene Wakefield Robinson, Seller, and Joanne Thompson, 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 recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

LOT 27 (EXCEPT THE EAST 20 FEET AND THE WEST 25 FEET THEREOF) IN EMMA ROSEMERKEL'S SUBDIVISION OF LOT 31 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s) 20-16-118-012-0000 Address(es) of premises 515 West 57th Place, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before May 19 90, 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 Greater Illinois Title Company, Illinois, 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

the price of TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 (\$29,500.00) Dollars in the manner following, to-wit: THREE THOUSAND DOLLARS (\$3,000.00) AT THE EXECUTION HEREOF, and the balance of Twenty-six Thousand Five Hundred Dollars (\$26,500.00) to be amortized over 360 months by payments of Two Hundred Thirty-two Dollars and 67/100 (\$232.67), including principal

with interest at the rate of 7.99 per cent per annum payable monthly on the whole sum remaining from time to time unpaid, the first payment to be due on the 1st day of July 1990 and each succeeding payment shall be due on the 1st day of each month thereafter until paid in full. Possession of the premises shall be delivered to Purchaser on the date hereof.

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.

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) 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 persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, 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;

2. Seller shall pay from funds provided by purchaser monthly, together with the monthly payment provided above, 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 Seller shall deliver to Purchaser duplicate receipts showing timely payment thereof. (See #22 on the reverse hereof.)

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 thirteen 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.

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

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

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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 than 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 21, 1990 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 mutually agreed otherwise, at the office of Greater Illinois Title Company, provided title is shown to be good or is accepted by purchaser. At the first closing the parties shall, if all terms hereof have been met, enter into this Articles of Agreement.

Irene Wakefield Robinson

John Thompson

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RIDER TO INSTALLMENT SALE CONTRACT

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 escrow payments shall be paid by Purchaser to Seller and remitted monthly by Seller to an Illinois escrow agent ^{at the expense of purchaser.} as 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.

Jane Thompson

Irene Wakefield Robinson

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Mail to:

Bruce Becker

10030 S. Western Ave.

Chicago, IL 60643

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DEPT-01 RECORDING \$15.25
T#2222 TRAN 9305 06/18/90 12:55:00
#2412 # *-90-286987
COOK COUNTY RECORDER

B. 25

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