

UNOFFICIAL COPY

(Illinois)

THIS CONTRACT is a legal document and should be read carefully before signing it. It contains the terms and conditions of the sale of the property and the seller warrants that the property is free of all liens and encumbrances except as stated herein.

90291507

THIS AGREEMENT, made this 13<sup>th</sup> day of June, 1990, between Steve Anderson of the City of Chicago

County of Cook and the State of Illinois, Seller, and Bruce B. Fithian of the City of Chicago County of Cook and State of Illinois, Purchaser: Witnesseth, that, if Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the part of Purchaser to be made and performed, Seller hereby covenants and agrees to convey or cause to be conveyed to Purchaser, in fee simple, clear of all encumbrances whatever, except as herein stated, by a good and sufficient duly recordable Warranty Deed, with release of dower and homestead rights, good title to the real estate situated in the County of Cook and State of Illinois, known and described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Real Estate Index Number(s): 13-07-134-004

Address(es) of real estate: 5239 N. New England, Chicago, Illinois 60656

subject to zoning and building laws or ordinances, building, building line, and use or occupancy restrictions, conditions and covenants of record, and party wall rights or agreements, if any, roads, highways, streets and alleys, if any, and to general taxes for the year 1989 and subsequent years, and to any unpaid installments of special assessments or special taxes which fall due after this date and to a mortgage securing an unpaid principal balance of \$103,000.00, which Purchaser hereby assumes and agrees to pay as a part of the purchase price hereof.

And in addition to paying the mortgage above mentioned, Purchaser hereby covenants and agrees to pay to Seller at the office of to be agreed

or at such place as Seller may from time to time, in writing, designate and appoint, the sum of (\$13,500.00) Thirteen Thousand and Five Hundred DOLLARS, with interest at 0 per centum per annum, as follows: \$11,000.00

cash, receipt of which is hereby acknowledged, \$ 2,500.00 on September 1, 1990

Purchaser further agrees to pay general taxes for the year 1989 and subsequent years, and all special assessments or special taxes and installments thereof falling due after this date, heretofore or hereafter levied or imposed upon said real estate, when they become due and payable and to exhibit the tax or assessment receipts to Seller.

Purchaser further agrees to keep said premises fully insured in companies acceptable to Seller and deposit the policies with Seller or with the holder of said mortgage. And upon the expiration of any policy or policies on said premises Seller shall have the right as the agent of Purchaser to place new insurance on said premises for such period not exceeding five years as Seller may elect.

Purchaser further agrees to keep the buildings on said premises in good repair and neither to suffer nor commit any waste on or to said premises, and if Purchaser fails to keep said premises in repair then Seller may, if he so elects, cause said premises to be put in repair and Purchaser agrees immediately to pay for the cost thereof.

And if Purchaser fails to pay taxes, assessments, insurance or any other items which, under the terms of this agreement it is the obligation of Purchaser to pay, then Seller may, if he so elects, pay the same and the amount thereof shall become so much additional purchase price and immediately due and payable to Seller in addition to said monthly payments and shall bear interest at eight per centum per annum until paid.

And if Purchaser fails to make any of the payments, or any part thereof, or fails to perform any of the covenants on the part of Purchaser hereby made and entered into, (a) this contract shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this contract, and such payments shall be retained by Seller in full satisfaction and in liquidation of all damages sustained, and Seller shall have the right to re-enter and take possession of the premises aforesaid; and written notice of such forfeiture filed in the office of the recorder of deeds of Cook County, Illinois shall be sufficient evidence of such forfeiture; or (b) all of the deferred payments hereunder shall, at the option of Seller, become immediately due and payable.

Evidence of title has been submitted to and approved by Purchaser and on delivery of a deed hereunder shall become the property of Purchaser, subject to the rights of mortgage holders.

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.

Time is of the essence of this contract. 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 have hereunto set their hands and seals, the day and year first above written.

SIGNED AND DELIVERED IN PRESENCE OF

[Handwritten Signature]  
Neal Jones

[Handwritten Signature] (SEAL)  
Steve Anderson, Seller  
[Handwritten Signature] (SEAL)  
Bruce B. Fithian, Purchaser  
5239 N. New England, Chicago, IL (SEAL)

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REAL ESTATE CONTRACT

STEVE ANDERSON

SELLER

TO

BRUCE FITHIAN

PURCHASER

ADDRESS OF PROPERTY:

5239 N. New England

Chicago, IL 60656

UNOFFICIAL COPY

MAIL TO:

Meyers, Gladys & Tony

2 West Park

Chicago, IL 60610

GEORGE E. COLE  
LEGAL FORMS



Property of Cook County Clerk's Office

PROPERTY RECORDS

RECORDS SECTION

RECORDS FROM 5007 08/20/90 TO 04 00

\$15.25

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# UNOFFICIAL COPY

RIDER TO THE REAL ESTATE CONTRACT DATED  
the 13<sup>th</sup> day of June, 1990  
BETWEEN STEVE ANDERSON AND BRUCE B. FITHIAN  
CONCERNING THE PROPERTY COMMONLY KNOWN AS  
5239 N. NEW ENGLAND, CHICAGO, ILLINOIS 60656

NOTICE. Purchaser hereby agrees to notify Seller if the mortgage assumed herein, general taxes or insurance on the property becomes in arrears for thirty (30) days of any due date of the aforementioned. Except for any notice required under applicable law to be given in another manner. (a) any notice to Purchaser provided for in this Real Estate Contract shall be given by mailing such notice by certified mail addressed to Purchaser at the Property Address or at such other address as Purchaser shall designate by notice to Seller as provided herein, and (b) any notice to Seller shall be given by certified mail, return receipt requested, to Seller's address stated herein or to such other address as Seller may designate by notice as provided for notice to Purchaser herein.

2. ASSUMPTION; ASSIGNMENT. 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.

3. INTEREST OF PURCHASER. 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.

4. LIENS. 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. 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.

5. RECEIPTS. Purchaser shall deliver to Seller duplicate receipts showing timely payment of all taxes, special assessments, mortgage payments herein and property insurance.

6. INSURANCE. 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.


7. FORFEITURE. 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.

8. TERMINATION. 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.

9. COSTS AND EXPENSES. 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.

10. OTHER REMEDIES. 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. 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 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 rights 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.

  
Steve Anderson, Seller

  
Bruce B. Fithian, Purchaser

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## LEGAL DESCRIPTION

LOT 30 IN BLOCK 5 IN WALTER G. MCINTOSH'S SECOND ADDITION TO NORWOOD HEIGHTS BEING A SUBDIVISION OF LOT 6 IN SUPERIOR COURT PARTITION OF PART OF THE NORTH 1/2 OF SECTION 7, ALSO IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED OCTOBER 2, 1925, AS DOCUMENT NO. 9053411, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-07-134-004

Commonly known as: 5239 N. New England  
Chicago, IL 60656

90291507