

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 22 day of July, 1991, between EDWARD HARUZA and ANNA HARUZA, His Wife, Seller, and

WALTER KEDZIORA and MARIA KEDZIORA, His Wife as Joint Tenants, Purchaser;

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby warrants and agrees to convey to Purchaser in fee simple by Seller's stamped 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 57 in Block 2 in Albert Wisner's Subdivision of Lots 13 and 14 in Brand's Subdivision of the North East 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2955 N. Milwaukee Ave., Chicago, Illinois P.I.N. 13-26-214-083

DEPT-01 RECORDING 120-29 14444 TRAN 1857 08/19/91 15:56:00 \$5712 \* 91-423537 COOK COUNTY RECORDER

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and Seller further agrees to furnish to Purchaser on or before July, 1991, 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 Attorneys Title Guaranty Fund, 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 Edward Haruza,

3002 N. Milwaukee Ave., Chicago, Illinois 60618

the price of TWO HUNDRED FIVE THOUSAND (\$205,000.00) and NO/100 Dollars in the manner following, to-wit:

SEE RIDER ATTACHED HERETO AND MADE PART HEREOF

with interest at the rate of 10% per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on July 22, 1991

provided that Purchaser is not then in default under this agreement.

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 1990 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, and execution of a real estate tax reparation agreement.

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: (a) general taxes for the year 1990 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all liens and mortgages on the premises; (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; (g) existing leases.

2. Purchaser shall pay before accrual of any penalty any and 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 Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

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 12% 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 phrases (a), (f) and (g).

\*\* said consent shall not be unreasonably withheld.

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other items which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12 per cent per annum until paid.

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 Seller, 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 Seller 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. The rights stated in this paragraph shall be reciprocal to both parties.

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 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 right 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 suits. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph shall be given to all of the persons designated severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein 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 shall be in writing. The mailing of a notice or demand by registered mail to Seller at 3002 N. Milwaukee Ave., Chicago, IL 60618 or to

Purchaser at 5172 N. Monterey, Norridge, Illinois 60656, 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 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.

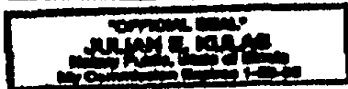
21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

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

Sworn and subscribed to

this 22 day of July, 1991.

*[Signature]*  
Notary Public



*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)

\*\*\*except that said Agreement shall be subject to the Illinois Doctrine of Equitable Conversion adjusted to the rate of 77%.

Received on within Agreement #1423537 the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

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## R I D E R

ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR WARRANTY DEED BETWEEN EDWARD HARUZA AND ANNA HARUZA, HIS WIFE (HEREINAFTER REFERRED TO AS "SELLER") AND WALTER KEDZIORA AND MARIA KEDZIORA, HIS WIFE, (HEREINAFTER REFERRED TO AS "PURCHASER") FOR THE REAL ESTATE LOCATED AT 2955 N. MILWAUKEE AVE., CHICAGO, ILLINOIS

1. It is understood and agreed that the purchase price of TWO HUNDRED FIVE THOUSAND AND NO/100 (\$205,000.00) DOLLARS is to be paid in the following manner:

Purchaser pays simultaneously herewith the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS plus or minus prorations as an Earnest Money Deposit. The balance of ONE HUNDRED FIFTY FIVE THOUSAND (\$155,000.00) DOLLARS shall be paid as follows: Two Thousand Forty Eight and 34/100 (\$2,048.34) or more Dollars per month, including interest at the rate of Ten (10%) per cent per annum, payable monthly on the whole sum remaining from time to time unpaid. Said payments shall commence on the 22nd day of August 1991, and shall be payable on the tenth day of each and every month thereafter until July 2001 when the entire balance is due. All said payments on account hereof shall first be applied to interest at the rate of Ten (10%) per cent per annum on the unpaid principal balance and the remainder to principal.

2. Purchaser shall make the payments as hereinabove stated in the amounts and in the manner herein provided. Time is of the essence hereof and the acceptance of any payment after maturity shall not constitute a waiver as to any subsequent payment or as to the requirement that it be paid on the due date.

3. The Purchaser agrees as follows:  
Commencing with the monthly payment due March 22, 1992

- A. To deposit with existing mortgage lender in a reserve fund with each monthly payment of principal and interest, an additional amount equal to one-twelfth (1/12) of the last ascertainable real estate tax bill and one-twelfth (1/12) of the annual costs of insuring the property. Said fund shall be used, so far as it will reach, to pay real estate taxes and insurance premiums when the bills are issued and to renew or increase insurance as required hereunder. If the aggregate of the monthly deposits for said taxes and insurance shall not be sufficient to pay said taxes and insurance when the same become due and payable, the

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Page 1 of 1

The Board of Supervisors of Cook County, Illinois, do hereby certify that the following is a true and correct copy of the original as filed with the Clerk of Cook County, Illinois, on this 1st day of January, 1998.

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Purchaser shall pay to Seller on or before the date when said payments shall be due, any amount necessary to make up the deficiency. Any failure of Purchaser to make the payment in this paragraph required shall constitute an event of default under this Contract. Seller shall pay in timely fashion the 2nd installment of the 1990 real estate tax bill and the 1st installment of the 1991 real estate tax bill. The parties agree to reproporate the 1991 real estate tax bill.

- B. To keep the building on said premises in good repair and in the event of any damage occasioned by fire or other casualty, to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged within Ninety (90) days after destruction or damage thereof unless prevented by strikes, lockouts, acts of God or other reasons beyond the control of Purchaser.
- C. That waste on said premises shall not be committed or suffered and that said premises, together with the fixtures therein and appurtenances, shall be kept in a clean, sightly and sanitary condition, in good repair, and free from vermin and rodents.
- D. That Purchaser will comply with all Federal, State and Municipal laws, ordinances and regulations relating to the operation of the property and that he will not violate any building, zoning or health code or regulation, and that he will not permit said property to be used for any indecent or immoral purpose.
- E. In the event of the failure of Purchaser to insure or to pay taxes or assessments or to discharge or pay any claim which may ripen into a mechanic's lien against the premises, Sellers may, without any obligation to do so, procure such insurance, pay such taxes or assessments, penalties, interest and costs thereon, discharge any tax lien or mechanic's lien affecting said premises, without any obligation to examine or inquire into the legality or validity of any such matter, and all moneys so paid or advanced by said Seller, Purchaser agrees to repay immediately upon demand to Seller together with interest thereon at the rate of Twelve (12%) per cent per annum all of which expenditure and interest shall be added to and become a part of the purchase price hereof.
4. Seller shall deliver to Buyer simultaneously with execution of this Agreement executed copies of all leases for the premises executed Assignments of said leases from Seller to

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Buyer, and customary attornment letters to the occupants of the premises. The Seller covenants and guarantees that the rent roll attached hereto as Exhibit "A" is true and correct.

5. Seller warrants it has received no notice of any fire, building or health code violations that has not been corrected, and further that there are no hidden or latent defects structural or otherwise which the Seller has knowledge of, or should have knowledge of.
6. It is understood and agreed that no lien in favor of any person furnishing labor or material in the erection, remodeling, making or repair of any building or improvement of the premises mentioned herein shall attach to said premises or building except as subject or subordinate to this Contract, and that any lien which, after the recording hereof, may be suffered by Purchaser shall be subordinate and subject to this Contract for the full amount of said principal indebtedness. All persons dealing with Purchaser or with the herein described premises are chargeable with notice of this provision.
7. Purchaser covenants and agrees that the building standing upon the demised premises shall not be removed, torn down, altered or remodeled in excess of \$5,000.00 without the consent in writing of Seller, said consent not being unreasonably withheld.
8. As further collateral for this Installment Agreement, Purchaser does hereby assign all rentals which may be due and owing from the aforescribed premises to Seller and agrees that upon default in the payment of any moneys due and owing under this Agreement, that Seller may exercise right to collect any such rentals by giving notice to the tenant.
9. Both parties warrant to each other that there is no broker involved in this transaction, and further agrees to fully indemnify the other in the event of breach of this warranty.
10. In the event of any conflict between the terms of the printed portion of the Installment Agreement and this Rider attached thereto, it is understood and agreed that the provisions contained in this Rider shall prevail.
11. Seller agrees to provide a Uniform Commercial Code Search verifying there are no recorded security liens or encumbrances, other than as provided herein either on the real or personal property being conveyed herein.
12. The Sellers hereby state, represent and covenant to the Purchaser as follows:

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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- A. There are no general or special assessments which are a lien on the subject premises at the time of closing, other than provided herein.
- B. There is no litigation or proceeding pending, or to Seller's knowledge, threatened against or relating to the premises; nor does Seller know, or have reasonable grounds to know, of any basis for any such actions, other than routine action by a landlord against a tenant, and personal injury or property damage adequately covered by insurance.
- C. Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the premises.
- D. All fixtures and articles of personal property, included in this sale are now, and at closing of title will be owned free and clear of any chattel mortgages, security agreements or financial statements or other security interests.
- E. Seller represents that any repairs or alterations to be furnished pursuant to the terms of any tenant agreement will be furnished or supplied by Seller at Seller's own cost before closing. The Seller agrees to maintain the premises in their present order and repair and to make any and all repairs or replacements until closing, so as to deliver up the premises in substantially their present condition, usual wear and tear excepted.

13. The parties agree that the Purchase Price of TWO HUNDRED FIVE THOUSAND (\$205,000.00) DOLLARS shall be allocated as follows:

a. Building	\$138,000.00
b. Land	42,000.00
c. Fixtures	7,000.00
d. Personal property	18,000.00

\$205,000.00

14. In the event of Purchasers default of this Installment Agreement, and forfeiture of Purchasers interest hereunder then Purchasers liability for future Installment payments provided for under said Installment Agreement shall cease and be forever waived as of the date of forfeiture.
15. Seller will pay taxes and insurance from the escrow in timely fashion. The Seller agrees to provide to the Buyer proof of payment of taxes and insurance as they come due.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

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Notary Public

NOT A STATE OF ILLINOIS

\_\_\_\_\_  
Notary Public

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Notary Public

\_\_\_\_\_  
Notary Public

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16. (a) If Purchaser defaults in the payment or performance of any covenant, agreement or obligation hereunder and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser, Sellers may treat such default as a breach of this agreement and shall have any one of the following remedies: (i) maintain an action for any unpaid installments (further a late charge of 4% of the monthly payment shall be assessed for any payment not received within fifteen (15) days of its due date); (ii) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstatement as provided in the Act.
- (b) If default is based upon the failure to pay taxes, assessments, insurance or liens, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Purchaser to Sellers, with interest at 12% per annum until paid.
17. Purchaser or Sellers shall pay all reasonable attorneys' fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in any proceeding to which Purchaser or Sellers are made a party defendant as a result of the acts or omissions of the other party.
18. Paragraphs R-3(ii), all of R-7, and all of R-8 of the Rider attached to and made part of the real estate contract dated May 6, 1991, shall be incorporated herein by reference as fully as if the above stated paragraphs were set out herein at length.
19. The parties agree to deposit with Seller's attorney, Julian E. Kulas, 2329 W. Chicago Ave., Chicago, Illinois, as Escrowee, a fully executed Warranty Deed, Bill of Sale and any other closing documents in such proper and sufficient form to effect the conveyance of title to the premises to Purchaser under the terms and conditions of this agreement. Upon the presentation to the Escrowee of a written direction executed by the Seller or his assigns or in the event of the death of the Sellers by his executor, administrator or heirs to the effect that all of the Purchaser's obligations under this agreement have been fulfilled, then the Escrowee shall release the deed to Purchaser or in the event of the death of the Purchaser, to her executors, administrators or heirs. Delivery of such deed as aforesaid shall release the Escrowee of any further obligations or liabilities

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office. In testimony whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

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hereunder.

20. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
21. This Agreement shall extend to, inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Sellers and Purchaser.
22. Prior to or as of the initial closing, Sellers shall execute and deliver to Purchaser, or Purchaser's agent, a memorandum of agreement, in recordable form which memorandum may, at the option of Purchaser, be recorded at any time during the terms of this Agreement. The cost of recording such memorandum shall be borne by Purchaser. Purchaser agrees that, in the event of default by Purchaser in the performance of his covenants, agreements, undertakings and obligations hereunder, Purchaser shall do all things and execute and deliver all documents necessary or required to extinguish Purchaser's interest in the premises and to clear from record title to the premises the aforementioned memorandum of agreement, and shall indemnify and hold forever harmless Sellers from and against any and all loss, cost, damage or expense, including reasonable attorneys' fees, arising out of or in connection with Purchaser's failure to so clear such memorandum from record title to the premises.
23. If any act hereunder by one party requires the execution of any documents or papers by the other party, the other party shall cooperate to that end and execute all such documents and papers.
24. This agreement contains the whole agreement between Sellers and Purchaser, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind.
25. The representations made by Purchaser and Sellers, respectively, under this agreement are as of the date hereof, and shall be as of the initial closing, true and correct in all material respects, and all the representations, covenants and agreements, to the full extent required to effect the intent and purpose of this agreement, made and assumed by Purchaser and Sellers hereunder shall be deemed to be of continuing force and effect so long as any indebtedness, obligation, covenant and agreement remains unpaid or unperformed by Purchaser and/or Sellers under, pursuant to or in connection with this

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11/15/11

As a condition to the settlement of the estate of the decedent, the executor of the estate shall file with the court a copy of the settlement and the terms of any order entered in the matter.

The settlement shall be subject to the approval of the court and the executor shall file with the court a copy of the settlement and the terms of any order entered in the matter.

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agreement.

- 26. This agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute and be taken as one and the same instrument.
- 27. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 28. Purchaser shall have the unlimited right to make any prepayment without any cost, fee, charge or penalty

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 22 day of July 1991.

SELLERS:

Edward Haruza  
Edward Haruza

Anna Haruza  
Anna Haruza

PURCHASERS:

Walter Kedziora  
Walter Kedziora

Maria Kedziora  
Maria Kedziora

This instrument jointly prepared by:

Harvey L. Teichman  
6300 N. River Rd., Suite 108  
Rosemont, IL 60018

Julian E. Kulas  
2329 W. Chicago Ave  
Chicago, IL 60618

AFTER RECORDING MAIL TO:

Harvey L. Teichman  
6300 N. River Rd., Suite 108  
Rosemont, Illinois 60018



20<sup>00</sup> Mail

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