GEORGE E. COLET

AGREEMENT, made this 17th day of \_\_\_\_\_

September

, 1991 , between

THE SECTI LEE AND HAN SUK LEE, his wife

, Seller, and

CHAIR DUK YOON AND HYUNG JUNG YOON, his wife

, Purchaser:

WHNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants bereunder, Seller hereby recordable covenants and agrees to convey to Purchaser in fee simple by Seller's Stamped warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Illinois described as follows: and State of ...

HOTS 31 AND 32 IN BLOCK 13 IN COBE AND MORTHNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP TO THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE SOUTH WEST 1/4 OF SECTION 14, TOWNSHIP TO THE S THE THIRD PRINCIPAL MERIDIAN. TH2222 TRAN B999 19/01/91 12:55:00

P.I.N.: 19-13-324-012 and 19-13-324-013

#2211 # 33 -クエーち 100ク3 COOK COUNTY RECORDER

Property Address: 6229-33 S. Kedzie Avenue, Chicago, IL 60629

and Seller further agrees to furnish to Purchaser on or before
the following evidence of tile to the premises: (a) Owners title insurance policy in the amount of the price, issued by Horthern Illinois Title Insurance Co. (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title\*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph LArd 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 Tae Seon Lee, 14312 Country , 19

Club Lane, Orland Park, Illinois 60462

ONE HUNDRED FIFTY EIGHT THOUSAND NO/100 (\$158,000.00)----the price of ONE HUNDRED FIFTY Dollars in the manner following, to-wit:

See the Rider attached hereto and made a part hereof!

91510093

Len per cent per annum pi yable as per the Rider with interest at the rate of on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on

September 17, 1991 .....

, provided that Perchaser 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 19<sup>-01</sup> 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.

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. (2) general taxes for the year 1990 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 furchaser; (d) casements of record and party-walls and party-wall agreements, if any; (e) wilding, building line and use or occupancy testrictions, conditions and covenants of record, and building and zoning laws are ordinances; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special passessments 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 after 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 \_\_\_ten\_\_ 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, 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 transferee or assignce any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Selfer; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Selfer'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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CHARG DUK YOON HYUNG JUNG YESH

GEORGE E. COLE

This instrument was prepared by Jay H. Kim, 5715 N. Linclon Ave., S200

Received on within Agreement the following sums PRINCIPAL INTEREST

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RIDER ATTACHED TO AND MADE A PART OF A CERTAIN INSTALMENT CONTRACT, ARTICLES OF AGREEMENT FOR WARRANTY DEED, DATED SEPTEMBER 17, 1991, MADE BETWEEN TAE SEON LEE AND HAN SUK LEE, HIS WIFE, AS SELLER AND CHANG DUK YOON AND HYUNG JUNG YOON, HIS WIFE AS PURCHASER.

- 1. In addition to the payment of principal and interest herein provided, the Purchaser shall pay monthly therewith, to the Seller, a sum equal to 1/12th of the real estate taxes most recently levied and assessed against said property. Said tax escrow shall at all times have a sum sufficient therein to pay the instalments of taxes as they become due or in the amount required by the first mortgagee, whichever is greater.
- 2. In addition to the payments of principal, interest and takes to be paid monthly as aforesaid, the Purchaser shall pur the Seller with each monthly payment, 1/12th of the annual premium necessary to provide the following coverages of insurance:
- (1) \$158,000.00 fire, extended coverage, vandalism and malicious mischief insurance, and (2) owner's, landlords' and tecants' public liability insurance with limits of \$1,000,000 00. Said insurance shall be procured from companies acceptable to the Seller and shall provide for the Seller to be named as Contract Seller and the Furchaser to be named as Contract Purchaser. The Seller shall retain and hold the original of said policy as additional security. In the event the Seller is not in receipt of policies of insurance as herein provided at least 30 days prior to the expiration of such policies then in force, the Seller retains the right to obtain the aforesaid insurance for the Purchaser, to charge the cost thereof to the Pruchaser, and to add the end, of said insurance to the principal balance then due hereund in the event of non-payment by the Purchaser. The fullure to procure such insurance after an attempt to obtain same by Seller and Furchaser shall not constitute a default hereunder.
- 3. Purchaser reserves the right to bay any amount of principal in excess of the payments due hereunder at anytime, without penalty of any kind, except Purchaser agrees that it shall pay a penalty in an amount equal to that paid by the Seller to the first mortgage holder, if any such penalty is required by such holder.
- 4. The payment and interest rate on said nortgage chall not exceed the monthly payment due hereunder nor be in a principal amount in excess of the then unpaid principal balance due hereunder.
- 5. At the time of closing, the Seller shall deliver to Furchaser, a bill of sale containing the usual warranties wherein the Seller's beneficiaries shall sell and assign all of their right, title and interest in and to the following personal property, if presently located on the premises:
  - All items listed in the preliminary real estate sale contract dated July 8, 1991 between the parties hereto.
- 6. Seller hereby agrees that the Purchaser shall have a period of fifteen (15) days after a payment is due hereunder in which to pay same. In the event payment is not made within fifteen (15) days from the date same is due, then thereafter, the Seller may at anytime serve a declaration of forfeiture on the Purchaser. Failure to make payment within fifteen (15) days after same shall be due

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will result in a late charge of \$100 for each month of late payment.

- 7. If prior to delivery of possession of said real property to Purchaser the improvements on the above described real property are destroyed or damaged to any extent by fire or other casualty, the date of closing will be postponed for thirty (30) days. Before the expiration of such thirty (30) peiod, Purchaser at its option may elect to take title and deduct from the purchase price the amount necessary to restore the improvements to the condition they were in prior to the fire or other casualty, or at its option, elect that this Agreement become null and void.
- Seller and Purchaser acknowledge that the within described premises is subject to a trust deed or mortgage in the original amount of approximately \$77,000.00 which is recored in Cook County, Illinois, as Document Number 88153698. Seller agrees to furnish to Purchaser, from time to time, upon request, evidence that the instalments due on such crust deed are current and paid. In the event the Seller fails to pay any instalment when due, then the Furchaser reserves the right to pay such instalments and deduct the amount so paid from the next instalment or instalments due heremader. instalments due hereunder.
- 9. The Purchaser price of \$158,000.00 shall be paid as follows: \$5,000.00 paid as earnest money, \$53,000.00 plus or minus prorations to be paid on the date of execution hereof and the balance of \$100,000.00 to be paid in instalments as follows: \$1.074.61 including interest at the rate of ten per cent (10.00%) per annum on the principal balance from time to time unplied. The first instalment shall be due on October 1.100,000 and on the first day of each chall be due on October 1, 1991 and on the first day of each month thereafter, except if not sooner paid, the final instalment shall be due on March 1, 1995.
- 10. It it not intended that any of the provisions set forth herein shall supercede any of the 'printed matters contained herein, but shall be in any addition to said wrinted matters. printed matters.
- 11. Seller reserves the right at any time to mortgage or refinance an existing mortgage on the within premises in an amount equal to the then unpaid balance on these Articles of Agreement for Deed and Purchaser agreed to execute any and all documents necessary to subordinate its interest hereunder thereto.

**PURCHASERS:** 

SELLERS:

Ida- Sup La

HYONG JUNG YOON

HAN SUK LEE



THIS DOCUMENT PREPARED BY: Jay H. Kim Attorney at Law 5715 North Licoln Avenue, Suite 200 Chicago, IL 60659

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