

UNOFFICIAL COPY

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AGREEMENT, made this 28th day of September, 1991, between

Salvador Venegas and Martha Venegas his wife, Seller, and

Juan Valtierra and Ma. Rosario Valtierra, his wife, 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 general warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows: (to be added as follows after signed by all parties by agreement of parties):

LOT 43 IN BLOCK 7 IN THE SUBDIVISION OF BLOCK 30 OF CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, Illinois

RECORDING \$13.50 17222 TRAN 1120 11/01/91 12:35:00 48333 : B * - 9 1 - 5 7 3 6 7 2 COOK COUNTY RECORDER

PIN: 17-31-420-008-0000

Commonly known as : 3719 S. Wood Avenue, Chicago, IL 60609.

-Water and taxes to be prorated when payable-

and Seller further agrees to furnish to Purchaser on or before October 10, 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 ATGF, INC. (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 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 2936 W 40th Street, Chicago, IL 60632

the price of Forty-six Thousand and no/100 (\$46,000.00) Dollars in the manner following, to wit: Ten (10) year amortized payments with the first payment due to Sellers on December 1, 1991 in the amount of \$510.71 and the final payment due Sellers on November 1, 2001, with no downpayment. Purchasers shall pay directly on all real estate taxes and homeowner's insurance policy naming Sellers as additional insured. Purchasers are to pay all utilities including water.

with interest at the rate of 6.0 per cent per annum payable monthly on the first of each month on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on November 1, 1991

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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 any year 19 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 here to that:

- The conveyance to be made by Seller shall be expressly subject to the following:
 - General taxes for the year 1991 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - All installments of special assessments heretofore levied falling due after date hereof;
 - The rights of all persons claiming by, through or under Purchaser;
 - Easements of record and party-walls and party-wall agreements, if any;
 - Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - Roads, highways, streets and alleys, if any;

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 allow any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits a 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 seven 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.

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

X3 Mail

J.V.
P.V.
S.V.
M.V.

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Received on within Agreement the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

Table with 4 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. The table is mostly empty with some faint lines.

GEORGE E. COLE LEGAL FORMS

SELLER: [Signature] (SEAL)
SELLER: [Signature] (SEAL)
PURCHASER: [Signature] (SEAL)
PURCHASER: [Signature] (SEAL)

13301 S. WESTERN AVE., CHICAGO, IL 60608

RETURN TO - [Signature]



Sealed and Delivered in the presence of [Signatures]
IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Purchaser at 3719 S. Wood Avenue, Chicago, IL 60609
to Seller at 2936 W. 40th Street, Chicago, IL 60632

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail...
17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words where...
16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default...
15. The remedy of forfeiture hereon shall not be exclusive of any other remedy, but Seller shall, in...
14. Seller shall pay to Purchaser all costs and expenses, including attorney's fees, incurred by Seller in any action...
13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements...
12. In the event this agreement shall be declared null and void by Seller on account of any default, breach of...
11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any...
10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated...
9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense...
8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be...
7. Purchaser shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be...
6. Seller shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense...
5. The remedy of forfeiture hereon shall not be exclusive of any other remedy, but Seller shall, in...
4. Seller shall pay to Purchaser all costs and expenses, including attorney's fees, incurred by Seller in any action...
3. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements...
2. In the event this agreement shall be declared null and void by Seller on account of any default, breach of...
1. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any...

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