

UNOFFICIAL COPY

AGREEMENT, made this 5th day of September, 1990, betweenJohn Cruzat, Beneficiary of First Chicago Trust., Seller, andRichard Brown and Annie Linda Gordon, Tenant in Tenancy or, 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 Stamped 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:

Lot Seven( Except the North 66 one Hundredths Feet)-----(7)  
in Williams Travers Subdivision of Block Five (5) in Smith's Addition to Maywood, being a subdivision of the East Six Hundred and Ninty Three (693) feet of the South east Quarter ( $\frac{1}{4}$ ) and the East Six Hundred and Ninety Three (693) feet of the Northeast Quarter ( $\frac{1}{4}$ ) of Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, lying South of the Chicago and North Western Rail road.  
Commonly known as 419 So. 10th ave., Maywood, IL 60153

Tax No. 15-10-417-007

Buyer's

and Seller further agrees to furnish to Purchaser on or before at payout, 1990, at ~~Purchaser's~~ expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Title Company, (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

John Cruzat 106 So. 5th ave., Maywood, IL 60153

the price of \$65,000. Sixty Five Thousand 00/100-----  
Dollars in the manner following, to-wit: \$3200. Down payment, receipt of which is hereby acknowledged, and the balance \$56,800 payable in regular monthly payments of \$650.00 per month or more, at buyer's option, to include principal, Interest at  $10\frac{1}{2}\%$  per annum, plus 1/12th the annual Tax and Insurance. First payment to begin October 5, 1990.  
with interest at the rate of  $10\frac{1}{2}\%$  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 Purchaser's now in possession.

Seller reserves the right to refinance his mortgage at any time provided that Purchaser is not then in default under this agreement. Buyers assume full responsibility for all violations, damages, law suits, infestations, and agree to hold harmless the seller.  
Rents, water taxes, insurance premiums and other similar items are to be adjusted prorata 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.

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 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) Existing buildings and fixtures, equipment and personal property, if any, in the condition in which they are found and sold as is.

(f) Roads, highways, streets and alleys, if any;

G. Prorations upon refinancing in 12 months or less from date hereof.

H. Seller is licensed real Estate person.

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 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.

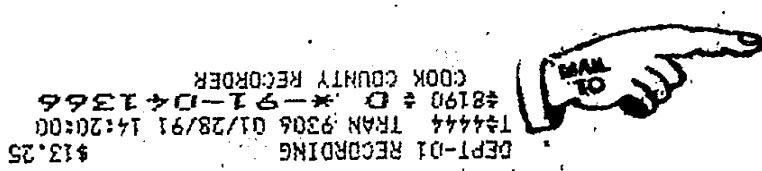
\*Strike out all but one of the clauses (a), (b) and (c).

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DEPT-D1 RECORDING      48140 # D      \* 91-04-1366  
T-4444 TRAIN 9306 01/28/91 14:20:00  
\$13.25

*George A. Hause*  
(SEAL)

*X (B.M. - M.L.)*  
(SEAL)

*X (B.M. - M.L.)*  
(SEAL)

GAR 1748, 71 CC 362  
801 : 50226 1992-02-22  
C/G Biggs & Associates  
Gwendolyn M. Biggs

Searched and Delivered in the presence of \_\_\_\_\_

day and year first above written.

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

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