AGREEMENT, made this 9th day of February

, 199.1 . between

MARVIN WREN and CYNTHIA WREN, his wife,

. Seller, and

married to MARIA SANCHEZ, ANGEL SANCHEZ and JOSE SANCHEZ, married to VERONICA SANCHEZ,

, sener, and

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 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 10 (except the West 35 Feet thereof) in Orr's part of Andersonville,

Lot 10 (except the West 35 Feet thereof) in Orr's part of Andersonville, being a Subdivision of Lots 4, 5, 6 and the East 99 Feet of Lot 8 in Block 2 in Andersonville, a Subdivision of part of Section 7 and 8, Township 40 North, Range 14, East of the Third Principal Meridian (except that part conveyed to the City of Chicago for widening Ashland Avenue, recorded as Document Number 9225129), in Cook County, Illinois.

Permanent Real Estate Index Number(s): .

14-07-408-083

91094893

Address(es) of premises: 1606 WEST CARMEN, CHICAGO, ILLINOIS 60640

and Seller further agre sto furnish to Purchaser on or before February 9, 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, INC., (於文文文) CONTENT OF THE GUARANT SHOWN AND THE SHORT OF THE SUBJECT OF THE ARCHITICAL SHOWN AND THE SHORT OF THE ARCHITICAL SHOWN AND THE SHORT OF THE ARCHITICAL SHOWN AND THE SHORT OF THE ARCHITICAL SHOPE OF THE SHORT OF THE SH

C/O COMMUNITY BANK OF ELGIWATER, 5340 NORTH CLARK, CHICAGO, IL 60640, ACCOUNT #11-798-6.

the price of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) DOLLARS
Dollars in the manner following, to-wit: FOR TY THOUSAND (\$40,000.00) DOLLARS as EARNEST MONEY
and the Balance of ONE HUNDRED SEVENTY THOUSAND (\$170,000.00) DOLLARS, to be
repaid in monthly installments of ONE THOUSAND SIX HUNDRED FIVE AND 12/100
(\$1,605.12) DOLLARS with the first payment due one month from Closing and on
the same day of each month thereafter, with a Balloon payment of entire
Principal Balance Due 60 months after Closing, monthly of ECORDING
with interest at the rate of 10.5 per cent per annum pryable monthly in the continue to time unpaid.

Procession of the premises shall be delivered to Purchaser on Closing #5418 # B \*-\$1-094893

Possession of the premises shall be delivered to Purchaser on Closing

COOK COUNTY RECORDER

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro-rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 1991—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 & 1991 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) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws a to 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 as examents pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and I wichaser 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 soffer 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 10.5 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, orally 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 transferre 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; கண்டுமைக்கையை நடைக்கையை நடைக்கையுள்ள மாய்களை நடிக்க கண்டிய கண்டு நடிக்க கண்டிய கண்டு நடிக்க கண்டிய கண்டு நடிக்க கண்டிய நடிக்க கண்டிய கண்டிய

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.

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Jana Marker (SEAL)	
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IN WITNESS WHEREOF, the parties to this agreement have here and set their hands and seals in dufficate, the day and	
le remainfing provisions of this agreement.	
21. It any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be telfective to the extent of such provision or invalidity, without invalidating or affecting the remainder of such provision or	1i
rincipal or his agent within 10 years of the date of execution of this contract.	ď
.20, Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code içlation which existed in the dwelling structure before the exection which existed in the dwelling structure before the exection of this contract has been received by the Seller, his	۸
ktend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.	9
19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall	
een given or made on the date of mailing.	
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assists and add odd od state	
811 NOWIH ASHLAND, CHICARD, ILLINOIS 60640	ь
18. All notices and demands her are Jershall be in writing. The mailing of a notice or demand by registered mail to Seller at	
lural.	
erein and the verbs and prone ins associated therewith, although expressed in the singular, shall be read and construed as	4
17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used	
with reference to such aut or retion. It there be more than one person above designated as "Purchaser" the power and authority It this paragraph given it given by such persons jointly and severally.	
udgment or judgmer, s. Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State	ŗ
ogether with the corts of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such	3
ind service thereaf and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due,	3
16. Purchase, hyreby irrevoeably constitutes any attorney of any court of record, in Purchaser's name, on default by urchaser of any court of record, waive process urchaser of any court of record, waive process	1
7,	_

This Instrument was prepared by:

P. JEROME JAKUBCO, 2224 West Irving Park,

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 parry by reason of being a parry 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 costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by costs, expenses and attorney's fees may be included in and form a part of any judgment entered by the coverage of the coverage and attorney's fees may be included in and form a part of any judgment of the provisions and attorney are attorney and attorney and attorney and attorney and attorney are attorney and attorney attorney and attorney are attorney and attorney and attorney are attorney and attorney attorney and attorney are attorney and attorney are attorney and attorney are attorney attorney and attorney are attorney and attorney are attorney attorney and attorney are attorney attorney attorney attorney attorney attorney a

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seder 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, contemporancously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

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.

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 filling by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

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 becomened, 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 bayments 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-orier and take possession of the premises aforesaid,

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item 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 10.5 per cent per annum until paid.

## UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF A CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED, DATED FEBRUARY 9, 1991, MADE BETWEEN MARVIN WREN AND CYNTHIA WREN, HIS WIFE, AS SELLERS, AND ANGEL SANCHEZ AND JOSE SANCHEZ, AS PURCHASERS.

- In addition to the payment of principal and interest herein provided, Purchasers shall pay monthly therewith to Seller a sum equal to 1/12th of the real estate taxes most recently levied and assessed against said property.
- 2. In addition to the payment of principal, interest and taxes to be paid monthly as aforesaid, Purchasers shall pay Seller with each monthly payment, 1/12th of the annual premium necessary to provide the following coverages of insurance:
- (1) \$173,000.00 fire, extended coverage, vandalism and malicious mischief insurance, and (2) owner's, landlord's and tenants' public liability insurance with limits of \$300,000.00. Said insurance shall be procured from companies acceptable to Seller and shall provide for Seller to be name as Contract Seller and Purchaser to be named as Contract Purchaser. Seller shall retain and hold the original of said policy as additional security. In the event Seller is not in receipt of policies of insurance as herein provided at least 30 days prior to the expiration of such rolicies then in force, Seller retains the right to obtain the aforesaid insurance for Purchaser, to charge the cost thereof to Purchaser, and to add the cost of said insurance to the principal balance then due neleunder in the event of non-payment by Purchaser. The failure to procure such insurance after an attempt to obtain same by Seller and Purchaser shall not constitute a default hereunder.
- 3. From the escrow account Se'ler shall establish, Seller shall pay the real estate taxes when due and shall pay the insurance premium upon presentation of the invoice from Pirchaser. Seller shall submit to Purchaser a photocopy of the real estate tax bill indicating that it has been paid.
- 4. Purchaser shall have the right to prepay any of the principal balance outstanding at any time without penalty or premium.
- 5. Purchaser shall have the right to place a mortgage upon the premises provided the proceeds thereof shall be used to discharge the amount owed to Seller and to receive Seller's Deed

6. It is not intended that any of the provisions set forth herein shall supersede any of the printed matters contained herein, but shall be in addition to said/printed matters.

Gerard Haderlein = 3413 N. Lincoln Chicay. Il 60657

## **UNOFFICIAL COPY**

Property of County Clerk's Office