

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 9th day of February, 1991, between

MARVIN WREN and CYNTHIA WREN, his wife, Seller, and  
ANGEL SANCHEZ and JOSE SANCHEZ, married to VERONICA SANCHEZ, 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 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, 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 agrees to 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., 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 MARVIN WREN & CYNTHIA WREN,

c/o COMMUNITY BANK OF EDGEWATER, 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: FORTY 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 \$14.29 with interest at the rate of 10.5 per cent per annum payable on the whole sum remaining from time to time unpaid.

RECORDING #14222 TRAN 5744 03/01/91 14:29:00 #5418 #B \*-91-094893 COOK COUNTY RECORDER

Possession of the premises shall be delivered to Purchaser on Closing

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 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 and ordinances; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and instalments 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 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, 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.

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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# 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.

1. 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) \$170,000.00 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 named 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 policies 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 hereunder 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 Seller shall establish, Seller shall pay the real estate taxes when due and shall pay the insurance premium upon presentation of the invoice from Purchaser. 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.

*Marvin Wren*  
MARVIN WREN, Seller

*Angel Sanchez*  
ANGEL SANCHEZ, Purchaser

*Cynthia Wren*  
CYNTHIA WREN, Seller

*Jose Sanchez*  
JOSE SANCHEZ, Purchaser

Gerard Haderlein  
3413 N. Lincoln  
Chicago, IL 60657



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