

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 18<sup>th</sup> day of February, 1991, between

Elrich Leo King and Shirley King, his wife, Sellers and

Jeffrey Blake and Pearl Blake, his wife, Purchasers:

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 13 IN BLOCK 3 IN SANDRA HEIGHTS, A SUBDIVISION OF THE SOUTH EAST ~~1/4~~ 1/4 OF THE SOUTH EAST ~~1/4~~ OF THE SOUTH WEST ~~1/4~~ OF SECTION 19 (EXCEPT THAT PART LYING SOUTH OF THE MICHIGAN CENTRAL RAILROAD AND EXCEPT RAILROAD AND EXCEPT THE NORTH 33 FEET DEDICATED FOR STREET AND EXCEPT A 66 FOOT STRIP DEDICATED FOR HICKORY STREET) IN TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT NUMBER 17330419, IN COOK COUNTY, ILLINOIS.

MD 0418861 #2L

PIN 32-19-319-020

COMMONLY KNOWN AS: 563 Shelley Lane, Chicago Heights, IL 60411

\$ 16.00

and Seller further agrees to furnish to Purchaser on or before February, 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 Title One (Chicago Title); (b) ~~certificate of title issued by the Register of Deeds of Cook County, Illinois.~~ (c) ~~recordable abstract in lieu 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 Elrich Leo King and Shirley King,

310 University Avenue, Glenwood, Illinois

the price of \$49,900.00

Dollars in the manner following, to-wit:

Four thousand eight hundred dollars to be paid at the time of the initial closing (including earnest money). The balance of forty five thousand one hundred dollars together with interest at the rate of 9.5% shall be paid in monthly installments of \$368.11 commencing March 1, 2/18 1991, and on the ~~first~~ day of the next 22 consecutive months. The entire remaining balance ~~if not sooner paid, shall be due on February 1, 1993.~~ 1/18/93

Possession of the premises shall be delivered to Purchaser on February 11, 1991

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. Sellers shall pay the 1990 taxes when due.

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 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; and City of Chicago Heights building department inspection and all rules and regulations attendant thereto.

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 15 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.

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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RIDER

This Rider is attached to and made a part of that certain  
Installation Agreement for Warranty Deed dated the 18<sup>th</sup> day of  
February, 1991, between Elrich Lee King and Shirley King, his wife,  
as Sellers, and Jeffrey Blake and Pearl Blake, his wife, as Buyers.

1. In the event of contradictions or inconsistencies between  
the terms and conditions contained in this Rider and of those  
contained in the Installation Agreement for Warranty Deed to which it  
is attached, the terms and conditions of this Rider shall be  
controlling.

2. Sellers shall provide to Buyers a commitment for a contract  
purchasers policy issued by Title One, Inc. and such policy shall  
be issued at the Sellers expense at the time of the initial closing.  
Any further title expenses shall be the sole responsibility of the  
Buyers.

3. Buyers shall also have the right to prepay the outstanding  
amount due hereunder at any time without penalty.

4. The Buyers shall hereafter be solely responsible for any and  
all maintenance and they also shall be solely responsible for any and  
all repairs or modifications that may become necessary in the future.

5. The Buyers shall pay a \$30.00 late payment fee for any  
payments made hereunder after the 8<sup>th</sup> day of the month.

6. Buyers understand and acknowledge that there are no  
guarantees or warranties as to the condition of the said premises and  
the fixtures contained therein.

7. The initial closing shall take place on the date hereof, and  
the final closing shall take place if and when the Buyer performs all  
the covenants and conditions herein.

8. Possession shall be delivered to Buyer upon execution of  
this agreement.

9. The following personal property presently located on the  
premises is included in the purchase price and will be conveyed to  
Buyer by a Bill of Sale at the time of delivery of said warranty  
deed:

ANY AND ALL PROPERTY AT THE PREMISES AS OF 2/15/91.

10. Buyer agrees to purchase\* a homeowners insurance policy with  
coverage not less than the balance of the purchase price for the  
benefit of the parties hereto as their interests appear. The Buyer  
shall keep this insurance policy in full force and effect until the  
Buyer pays all monies to Seller due under this agreement.

\* UNLESS ENDORSEMENT OBTAINABLE FROM SELLER'S INS. CO.,  
IN WHICH CASE ENDORSEMENT TO BE OBTAINED AT BUYER'S  
COST. EK JK AB LB

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17. The Seller and the Purchaser hereby warrant, represent and acknowledge that the subject premises are encumbered on the date hereof by a first mortgage dated January 9, 1987 and recorded January 29, 1987 as document 87058102 made by Elrich Lee King and Shirley King, to Independence One Mortgage Corporation to secure a note for \$45,750.00. The Seller hereby promises and agrees that the Seller shall, if and for so long as the Purchaser shall not be in default in any of the terms and provisions hereof, pay any and all installments of principal and interest, general real estate taxes, hazard insurance and other charges imposed by the holder of the said mortgage. Upon receipt of reasonable requests from the Purchaser, the Seller shall deliver to the Purchaser suitable evidence of the timely payment of the monthly mortgage payment due to Independence One Mortgage Corporation.

WHEREFORE, the Buyers and Sellers have hereunto set their signatures this 18th day of February, 1991.

SELLERS:

BUYERS:

*Elrich Lee King*  
ELRICH LEE KING

*Jeffrey Blake*  
JEFFREY BLAKE

*Shirley King*  
SHIRLEY KING

*Pearl Blake*  
PEARL BLAKE

THIS DOCUMENT PREPARED BY  
+ MAIL TO: CHARLES WOTTRICH

BOX 251

P.O. BOX 399

FLOSSMOOR, IL 60422

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