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CAUTION: Consider the consequences of using or altering this form. The form is provided as a guide only. It does not make any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

72-97-760 DJ

AGREEMENT, made this 4th day of April, 1991, between Paul Billingsley, Patrick Billingsley, and Ruth Billingsley, husband and wife, ~~single never married~~ Seller, and Oscar O. Gonzalez 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 joint 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 21.90 feet) in J.W. Cochran's Subdivision of Lots 5 to 25 inclusive, in the West 1/2 of Hamilton's Subdivision of 5 acres in the East 1/2 of the West 1/2 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax #17-06-227-060

Permanent Real Estate Index Number(s): 17-06-227-060 Address(es) of premises: 1252 N. Marion Court, Chicago, IL 60622

and Seller further agrees to furnish to Purchaser on or before April 4, 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 Chicago Title Insurance Company; (b) certificate of title issued by the Registrar of Title 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 Paul Billingsley, 5630 S. Kimbark, Chicago, IL 60637

the price of Fifty Thousand (\$50,000.00) and no/100 Dollars in the manner following, to-wit:

(see attached Exhibit A)

1991 APR 5 PM 12:05 Exh. A. 91153679

with interest at the rate of Exh. A per cent per annum payable on the whole sum remaining from time to time unpaid.

19.00

Possession of the premises shall be delivered to Purchaser on April 4, 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.

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) 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 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 18% 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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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 18% per cent per annum until paid.

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 hereunder, this agreement shall, at the option of Seller, be forfeited and determined, 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 by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

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

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.

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 party by reason of being a party 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 Seller against Purchaser on or under this agreement.

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

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at Paul Billingsley, 5630 S. Kimbark, Chicago, IL 60637 or to

Purchaser at Oscar O. Gonzalez, 2129 N. Campbell, Chicago, IL 60647 or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

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

Sealed and Delivered in the presence of

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

(see attached "Rider" which is made a part of this Agreement)

Prepared by: William Pecquet, 188 W. Randolph,
Chicago, IL 60601

AFTER RECORDING, MAIL TO: JAIME R. SANTANA, 4037 W. NORTH AVE., CHICAGO, IL 60639

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

62983116
 GEORGE E. COLE
 LEGAL FORMS

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05/04/2010

05/04/2010

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EXHIBIT 'A'

The price of \$50,000.00 shall be paid by the Purchaser to the Sellers in the manner following, to-wit:

PRINCIPAL AND INTEREST:

Eight Thousand (\$8,000.00) Dollars on April 4, 1991, with the balance of Forty-two Thousand (\$42,000.00) Dollars plus interest of ten percent (10%) annually on the unpaid balance, both principal and interest to be amortized over 180 payments, payable at the rate of \$451.33 per month for principal and interest only, with the first payment due on May 20, 1991, and \$451.33 due on the twentieth (20th) day of each following month, with a final balloon payment of \$39,771.47 due on April 20, 1993. The interest included in each monthly payment is interest for the prior monthly period (20th day to the 20th day).

REAL-ESTATE TAXES:

In addition to each monthly payment of \$451.33, the Purchaser shall pay to the Sellers 1/12th of the most recently ascertainable annual real-estate tax due on the above described premises. The current annual real-estate tax is \$273.14 for 1990. Therefore, until a more current tax bill is available, the Purchaser shall pay to the Sellers an additional \$22.76 with each monthly payment for real-estate taxes.

INSURANCE PREMIUMS:

In addition to all of the above payments, the Purchaser shall also pay to the Sellers 1/12th of the most recently ascertainable annual premium for hazard insurance on the subject premises. The current premium for such hazard insurance is \$700.00 for the period 11/11/90 to 11/11/91. Therefore, until a more current insurance bill is available, the Purchaser shall pay to the Sellers an additional \$58.33 with each monthly payment for hazard insurance.

CURRENT TOTAL PAYMENT:

Therefore, as of the signing of this Installment Agreement, the current total monthly payment is \$532.42 (451.33 + 22.76 + 58.33). Each time a more current annual real-estate tax bill and/or a more current insurance bill becomes available, the monthly amount due to the Sellers from the Purchaser for real-estate taxes and/or insurance shall be recalculated using the formula: $\$451.33 + (\text{current annual tax bill and/or insurance bill}) / 12$. After making said calculations, Sellers shall give Purchaser written notice of each new monthly amount due from Purchaser for real-estate taxes and/or insurance, and the then current total amount due.

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MISCELLANEOUS:

From the money paid by the Purchaser to the Sellers for real-estate tax and insurance, the Sellers shall pay the real-estate taxes and the insurance on said premises when due. Within thirty (30) days of the payment of each said real-estate tax bill and insurance premium, the Sellers shall send to the Purchaser by first class mail a copy of each paid tax bill and insurance premium. The money held by the Sellers to pay the real-estate tax and the insurance shall not earn interest. If the amount paid by the Purchaser to the Sellers to pay the real-estate taxes and the insurance is not sufficient to pay the total due on any current real-estate tax bill and/or insurance bill, the Purchaser shall immediately pay to the Sellers upon demand the additional amount needed to pay said current real-estate tax bill and/or insurance bill.

[Signature] *Ruth Billingsley*
Patrick Billingsley *Donny*

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10/18/2018

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

Property: 1252 N. Marion Court, Chicago, Illinois 60622
Sellers: Paul Billingsley, Patrick Billingsley and Ruth
Billingsley
Buyer: Oscar O. Gonzalez
Date: April 4, 1991

A. DUE ON SALE CLAUSE: The Sellers and Buyer all acknowledge that they all know that:

- 1) this transaction is an installment agreement for a warranty deed which includes an agreement for the Buyer to pay the Sellers a total of \$42,000.00 at an interest rate of 10%, said monthly payments, due on the 20th of each month, to be amortized over 15 years, with a balloon payment of any interest then due plus the total remaining principal balance due on April 20, 1993. There is no penalty for full or partial prepayment of this debt.
- 2) First National Bank of Chicago is currently holding a first mortgage on the subject property which the Sellers executed on May 11, 1989 and was recorded on May 16, 1989;
- 3) the above first mortgage includes a "due on sale clause" which means that if the holder of the above first mortgage discovers that this transaction has taken place, that the holder of the mortgage can immediately call the whole amount due under the first mortgage and can foreclose if the whole amount due is not immediately paid. This means that there is a danger that both Buyer and Sellers could lose their interest in the subject property if the above first mortgage is not satisfied when it is called due;
- 4) during the two (2) years of this installment agreement, the above trust deed shall remain a lien on the subject property and will only be paid off and removed when the Buyer's balloon payment to Sellers is made on April 20, 1993.
- 5) if the above "due on sale clause" is acted upon and the interests of the Sellers or Buyer in the subject property are affected in any way, the Sellers and the Buyer hereby waive any right which they, as individuals or as a group, may have against Attorney William Pecquet or Attorney Jaime R. Santana; and the Sellers and the Buyer hereby state and declare that they, individually and as a group, do not now and will never in the future hold Attorney William Pecquet or Attorney Jaime R. Santana responsible for their losses pursuant to this "due on sale clause".

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Section 1

Section 2

Section 3

Section 4

Section 5

Section 6

Section 7

Section 8

Section 9

Section 10

Section 11

Section 12

Section 13

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B. CHANGES TO REAL ESTATE:

The Buyer shall make no changes to the subject real estate or to the improvements on the subject real estate without first retaining a licensed architect to draw plans for each change, without first obtaining all required Chicago building permits before beginning each change, and without having each change made by a licensed contractor.

C. RIGHT TO INSPECT REAL ESTATE:

During the twenty-four (24) months of this Installment Agreement, the Sellers shall have the right to inspect the real estate and all the improvements on the real estate. The Sellers shall exercise this right to inspect the real estate and the improvements by giving the Buyer written notice twenty-four (24) hours prior to each inspection. Each inspection shall take place between the hours of 9:00 a.m. and 5:00 p.m. on weekdays.

D. RIGHT TO INSPECT PERMITS, PLANS AND CONTRACTS:

During the twenty-four (24) months of this Installment Agreement, the Sellers shall have the right to inspect all building permits, architectural plans and construction contracts. The Sellers shall exercise this right to inspect all building permits, architectural plans and construction contracts by giving the Buyer written notice twenty-four (24) hours prior to each inspection. Each inspection shall take place between the hours of 9:00 a.m. and 5:00 p.m. on weekdays.

E. JOINT ORDER ESCROW:

The Sellers and the Buyer agree all closing documents shall be deposited in a "Joint Order Escrow" at Chicago Title Insurance Company. The Buyer shall pay 1/2 and the Sellers shall pay 1/2 of the fee for this Escrow. The closing documents shall consist of:

- A. Warranty Deed from the Sellers to the Buyer;
- B. Quit Claim Deed from the Buyer to the Sellers;
- C. Affidavit of Title from the Sellers to the Buyer;
- D. Bill of Sale from the Sellers to the Buyer;
- E. Illinois Transfer Declaration from all parties;
- F. Cook County Transfer Declaration from all parties;
- G. Chicago Transfer Declaration from all parties;
- H. A Survey of the real estate dated 4/11/89; and
- I. Two (2) A.L.T.A. Statements from all parties.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

Attest: My hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

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F. REAL ESTATE TAX CREDIT:

Notwithstanding the pre-printed "Installment Agreement," the parties acknowledge that the Buyer shall not receive a credit for the unpaid real estate taxes for tax year 1990. The Sellers shall timely pay all real estate tax bills for tax year 1990 and shall mail to the Buyer a true copy of the paid receipt for all tax payments within thirty (30) days following all payments. The Buyer shall receive a credit for unpaid real estate taxes covering January 1, 1991 to April 4, 1991, prorated on the basis of the total 1990 real estate tax bill.

G. "AS IS" PURCHASE:

The Buyer acknowledges that he is purchasing the subject real estate and all improvements thereon in an "as is" condition. The Buyer acknowledges that he has had all of the subject property inspected by a professional contractor. The Buyer acknowledges that he is fully aware of all of the current defects and problems with the subject property. The Buyer acknowledges that he is purchasing this subject property at a reduced price due to the many defects in the subject property. The Buyer acknowledges that he is purchasing the subject property with the intention that he will rehabilitate the subject property and sell the subject property for a profit.

H. 2ND MORTGAGE ON BUYER'S RESIDENCE:

The Buyer currently is the sole owner of real estate located at 2129 N. Campbell, Chicago, IL 60647. The Buyer warrants that he owns this residence on Campbell free of all liens, judgments and encumbrances except for the 1st mortgage which the Buyer gave First Illinois Bank of Evanston, dated 2/21/90, in the amount of \$93,750.00 and except for unbilled real-estate taxes. The Buyer shall give the Sellers a 2nd mortgage on this Campbell residence in the amount of \$42,000.00. The Sellers shall purchase a loan title insurance policy from a title insurance company licensed in the State of Illinois. The amount of this policy shall be for \$42,000.00, and said policy shall guarantee that at the time the 2nd mortgage is duly recorded by the title insurance company that the title to the Campbell residence is free of all liens, judgments and encumbrances except for the above 1st mortgage and unbilled real-estate taxes. If this title insurance commitment shows that the Buyer is not the sole owner of this Campbell property or if any liens, judgments or encumbrances (other than the First Illinois Bank of Evanston mortgage or unbilled real-estate taxes) appear on the title commitment which are not removed within 30 days from the issuance of the title commitment, then these Articles of Agreement are null and void, and all documents held in the Chicago Title Insurance Escrow shall be delivered to the Sellers. All moneys paid by the Buyer to the Sellers shall remain the property of the Sellers as liquidated damages (and not as a penalty).

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The legal description of the Buyer's real estate is:

The S. 1/2 of lot 4 in W.H. Powell's subdivision of the N. 423.5 feet of the E. 7 acres of lot 6 in Circuit Court Partition of the E. 63.42 acres of the N.E. 1/4 of section 36, Township 40 N., Range 13 lying N. of Milwaukee Ave. E. of the 3rd Principal Meridian in Cook County, Illinois.

Permanent Tax #13-36-224-007-0000 Vol. 530

[Signature]
Patricia Dillingley

Ruth Bellingrey
[Signature]

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