

UNOFFICIAL COPY

CAUTION: Do not use law, or before using or adding under normal. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this _____ day of _____ March

91288640

, 1990, between

Ronald Fliss and Ajit Gandhi

, Seller, and

Dalston Shand

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 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: **DEPT 04 SEC 000 LSC**

• DEPT-01 RECORDING \$13.29
• T#4444 THAN 7327 06/14/91 15:40:00
• #4951 0 10 --> 1--288640
• COOK COUNTY RECORDER

SEE ATTACHED

Property Index No. 14-05-407-017-1148

Property Address: 5701 North Sheridan, Unit 15-F, Chicago, Illinois 60640

and Seller further agrees to furnish to Purchaser on or before April 1, 1990, 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 First American Title Co., (b) ~~an abstract of title showing the history of title from the original recorders to the date hereof~~, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 4. And Purchaser 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 Ronald Fliss, 3836 North...

Neva Avenue, Chicago, Illinois 60634

the price of \$42,000.00 Dollars in the manner following, to-wit: \$7,000.00 at closing (plus or minus any prorations), the balance of \$35,000.00 paid as follows: \$270.00 paid on March 8, 1990, and \$270.00 due the third day of the month for 479 months. Purchaser is responsible for the payment of the taxes and assessments and shall submit proof thereof to the Sellers

with interest at the rate of .9 per cent per annum payable February 3, 2030
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on March 3, 1990.

, 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 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. 2nd half of 1989 taxes are prorated to buyer.

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 1989 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 10 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

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the written consent of 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.

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

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 premiums for such to be applied on the same basis as the original Premium shall be applied thereafter.

UNOFFICIAL COPY

Date

COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS
 DOCUMENT 24503562 TOGETHER WITH ITS UNDIVIDED FERCENTAGE INTEREST IN THE
 ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS
 IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST
 THE EAST LINE OF SAID LOTS AND THE WEST BOUNDARY LINE OF LINCOLN PARK, ALL
 SECOND ADDITION TO EDGEWATER, TOGETHER WITH PART OF THE LAND LYING BETWEEN
 LOTS 19 TO 23, BOTH INCLOSIVE, AND PART OF LOT 24 IN BLOCK 21 IN COCHRAN'S
 SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE;
 UNIT NUMBER 15-F IN HOLLYWOOD TOWERS CONDOMINIUM, AS DELINERATED ON A

C 335

(SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

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

the following provisions of this agreement.
 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
 principal or his agent within 10 years of the date of execution of this contract, his
 violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his
 Seller warrants that no notice from any city, village or other governmental authority of a dwelling code
 extends to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties,
 19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall
 be given or made on the date of mailing.
 of either party, shall be sufficient notice to demand mailed as provided herein shall be deemed to have
 Purchaser at 5701 North Stetson, Chicago, Illinois 60660, or to the last known address
 or to 3836 North Nevada, Chicago, Illinois 60634
 18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at
 herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as
 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words whenever used
 in this paragraph given a gender, or persons jointly and severally.
 judgment of the court, costs, if any, including reasonable attorney's fees, and to waive all errors and rights of appeal from such
 and service thereof, in any agreement, judgment, or decree of Seller, Purchaser or Seller's appellee in any court of record, waive process
 Purchaser, hereby irrevocably constitutes any attorney of record, in Purchaser's name, on default by
 16. Purchaser, and seller have the right of forfeiture, or any other right herein given,
 the exercise of the right of forfeiture, or any other right given,
 15. The remedy of Purchaser herein given to Seller shall not be exercised if any other remedy, but Seller shall, in case of
 equity, and shall have the right to maintain proceedings and every such remedy, notwithstanding or otherwise, with
 Seller agrees to pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or
 proceeding to whom Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller
 14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or
 liability or obligation on Seller's part to account to Purchaser therefore or for any part thereof.
 13. In the event of the termination of this agreement by lapse of time, forfeiture of title to the property of Seller without
 notice, which may be put upon the premises by Purchaser for any part thereof.
 12. In the event of a written declaration of forfeiture hereof, this agreement shall be so conclusively determined by the
 Purchaser in any of the provisions hereof, shall be declared null and void and be so conclusively determined by the
 by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises all
 damages made on this agreement, and such payments shall be null and void and be so conclusively determined by the
 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's
 hereinunder, Seller may elect to pay such items and amounts so paid shall become an addition to the purchase price
 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay
 91288640

MAIL TO:
 S. Miller Marion Oak Park Ave.
 503 South Marion Oak Park 205
 Suite 603-605
 Oak Park, Illinois