COMMONLY KNOWN AS: 331-33-35 N. Pine Avenue, Chicago, IL

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-09-301-006

........, 19.1...., at Seller's expense, July 1 Greater Illind's Title Company XKXXXXIII SHANKEL SHOWN THE AND THE COMPANY SHAKES AND THE SHOWN THE COMPANY OF THE COMPANY SHAKES AND THE SHOWN TH

the price of Three Hundred Thousaid (\$300,000.00) Dollars in the manner following, to-wit:

DEPT-01 RECORDING 934 & L) N-91-133CI COOK COUNTY PECONDER

LEGAL FORMS

See Rider

91330**158** 

with interest at the rate of  $\frac{11}{}$ with interest at the rate of \_\_\_\_\_per cent per annum payable.
on the whole sum remaining from time to time ungaid.

Possession of the premises shall be delivered to Purchaser on

provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items for to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. 

SEXMINERABLE SEXULT THE PROPERTY OF TH 

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 a faxes, special assessments and special taxes levied after the date hereof;
  - (b) All installments of special assessments heretofore levied falling due alter date hereof;

(c) The rights of all persons claiming by, through or under Purchaser;

(d) Ensements of record and party-walls and party-wall agreements, if any;

Building, building this and use or occupancy restrictions, conditions and coverage, a record, and building and zoning laws and ordinances;

(f) Ronds, highways, streets and alleys, if any;

- またで 2. Purchaser shall pay before accrual of any penalty any and all Kittes Mid 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.
- 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 eight per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's flen 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, or at 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 **MHHMXXXMXHXXXXHMXXXXXXX**
- 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 minnner hereln provided.

\*Strike out all but one of the clauses (a), (b) and (c).

8. No extension change, prodiffication or amendment to or or this agreement of any king and will be made or claimed by Purchistor, and and or claimed by Purchistor, shall be conser, shall be conserved force or effect whitesomer unless it shall be endoyed 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.

Received o

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 eight per cent per annum until paid.

11. In case of the fullure 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 forteited 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 sistained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesald. No penalty incurred unless payment is received 15 days after due

12. In the event this agreement shall be declared hull and void by Seller on account of any default, breach or date 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 of obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Pury an er 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 losts and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this tgo ement and incurred in any action brought by Seller against Purchaser on account of the provisions bereof, and all such class, 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. This remedy is mutual to the

15. The remedy of hir citure 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 frevo ably 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 whive process and service thereof and trivial value, 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 area judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in the 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

17. If there be more than one person designated acrein 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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 150 Box 543 Referring.

Purchaser at PO-Box 34043, Children of decided as provided herein shall known address of either party, shall be sufficient service thereof. Any near or demand mailed as provided herein shall

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, and assigns of the respective

20. Seller warrants to Purchaser that no notice from any city, village of 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 withis contract.

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

Senied and Delivered in the presence of										<del></del>			MARIE ARRA  CHRISTOPHER L. FERGUSON												2	(SE) (SE)									
sums	RECEIVED BY																									••••••••••••••••••••••••••••••••••••••							      	(SI	EAI
wing	PRINCIPAL									-			<del> -</del>	-		 				-							 _	-							
	15					[ "	1		T															7		_	-		7	7		-		_	1

GEORGE E. COLE

## UNOFFICIAL COPY 5 8

#### RIDER

This is a Rider to an Installment Agreement for Warranty Doed dated July 1, 1991, between THEODOR IRRA and MARIE IRRA, His Wife, hereinafter called "Sollera", and CHRISTOPHER L. FREGUSON, hereinafter called "Purchaser", for property commonly known as 331-33-35 N. Pine Avenue, Chicago, Illinois, and said parties, notwithstanding any of the aforesaid provisions, further agree as follows:

- the sum of Fity Thousand (\$50,000.00) dollars. The balance of the purchase price, to wit, Two Hundred Fifty Thousand (\$250,000.00) dollars, to be paid in equal monthly installments of \$2,450.30 each, commencing or the let day of August, 1991, and on the let day of each month thereafter until the purchase price is paid in full, with a final payment of the purchase price and all accrued but unpaid interest and other charges as herein provided, if not sooner paid, shall be due on the let day of July, 1998.
- 2. The Purchaser shall pay as and for real socate tax escrow to Sellers in addition to the monthly principal and interest payment of \$2,450.30, on a monthly basis due on the lat day of each month, a sum equal to 1/12 of the annual real estate taxes and such monthly taxe deposit shall commence with the payment due January 1, 1992, and each month thereafter. Any increase in the real estate tax escrow payment by Purchaser to Sellers shall be by written notice from Sellers to Purchaser enclosing appropriate proof of the necessity for such increase.

#### UNOFFICIAL COPY

Property of Coot County Clert's Office

### UNOFFICIAL COPY 8

- 3. The parties agree that the Sellers shall be responsible for the real estate taxes incurred to July 1, 1991, and shall pay all future real estate taxes from the escrow deposits of Purchaser. Any deficiency in such escrow account for payment of real estate taxes shall be immediately brought current by Purchaser. Sellers shall provide annual proof of payment of real estate taxes.
- 4) The parties agree that the Purchaser shall be responsible for maintaining insurance on the premises for loss against fire, lightning, windstorm and extended coverage risks and liability, with coverage limits of not less than \$300,000.00 for hazard and \$500,000.00 on liability, naming Sellers as an additional insured on same and providing proof of coverage to Sellers on an annual basis.
- 5) The Sollors shall provide and pay for a commitment of a contract-purchasers title policy of insurance at the time of the initial closing. Any and all future title insurance expenses shall be the sole responsibility of the Purchaser.
- 6) At the time of the final closing or completion of this installment contract, the Sellers shall pay for the State and County transfer tax and Purchaser shall pay for Municipal Transfer tax.
- 7) The parties acknowledge that at the time of the initial closing, July 1, 1991, the Sellers shall provide a current spotted Survey, and the Sellers shall have no further obligation regarding same.

# UNOFFICIAL CO

- The Purchasers shall have the right of whole or partial 8) prepayment of the principal balance due at any time without penalty.
- Seller shall deposit with Purchaser's attorney, 9) escrow, at time of initial closing, an executed Warranty Deed for the subject premises, Purchaser's attorney, Thomas Patrasso, shall hold same, in escrow, until completion of the terms of this Agreement.
- Selice and Buyers shall not us ethe subject premises as, 1t.
  O/COO/CO/ collateral for any loans or financing without the consent of the other party.

Dated: July 1, 1991

MARIE IRRA

PASONNICO

#### UNOFFICIAL ÇOPY

170:

1 Thomas Patrasse
821 W. Belmond ave.
State 200
Elmwood Rash, Ill. 60635 Mad To: Seule 200