GEORGE E. COLE

AGREEMENT, made this Saladay of

NOUEMBER

. between

DR. CESAR AGUSTIN

, Seller, and

GEORGE KOSHY and ACHAMMA KOSHY, his wife

, 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 warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of described as follows:

Lots 16 and 17 of Block 5 of Moran's Subdivision of Part of Lots 4 and 7 in the County Clerk's Division of the East 3/4 of Section 33, Township 40 North, Range 13 East of the Third Principal

Meridian.

Permanent Real Estate Index Number(s): 13-33-223-040 (Lot 16);13-33-223-040 (Lot17)

5144 W. Grand Avenue, Chicago Address(es) of premises

and Seller further agrees to furnish to Purchaser on or before preliminary closing, 19 the following evidence of tite to the premises: (a) Owners title insurance policy in the amount of the price, issued by Mld-America , (b) certificate of title issued by the Registrar of Titles 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. Ant. Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and cantil such designation at the office of DR. CESAR AGUSTIN time to time designate in writing, and eatil such designation at the office of

727 81st Street, Downers Grove, Illinois 60515

the price of TWO HUNDRED FIFTY FIVE THOUSAND (\$255,000.00) DOLLARS Dollars in the manner following, to-wit:

(PLEASE SEE RIGER ATTACHED)

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COOK COUNTY RECORDER

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

Possession of the premises shall be delivered to Purchaser on

preliminary closing

, provided that /v chaser 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, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the Namount 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 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments hereofore levied falling due after 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; (e) building, building line and use or occurancy restrictions. Conditions and examines of record and building and companies of record and building and continuous all researchs. 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 anaddition to the purchase price immediately due and payable to Seller, with interest at _____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 coincrest, legal as aquitable, 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 foss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Parchaser fails to pay the system at the insurance promines or any effect on 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 _______ per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the meanument of 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 cavenants 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 reenter and take possession of the premises aforgand, including the first the fir 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 Selfer 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 bereof, and all such costs, expenses and attorney's tees may be included in and form a part of any judgment entered in any proceeding brought by Selfer 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. The Purchaser news, withreverably constitutes any attorney of any court of record; in Purchaser's name, on default-by Purchaser of any of the covenants and agreements herein, wenter Purchaser's appearance in any court of record, wave process and service thereof and confess independing reasonable attorney's fees, and to waive all errors and right of appeal from such independing reasonable attorney's fees, and to waive all errors and right of appeal from such independing reasonable attorney's fees, and to waive all errors and right of appeal from such independent or judgments: 'ur chaser hereby expressly waiving all right to any notice or demand under any statute in this State (1) with reference to such surfor, arion. If there be made than one person above designated as "Purchaser" the power and authority in this paragraph given is given or such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such world or words wherever used herein and the verbs and propount associated therewith, although expressed in the singular, shall be read and construct as herein and the verbs and pronount associated therewith, although expressed in the singular, shall be read and construed as 18. All notices and demands hereun lershall be in writing. The mailing of a notice or demand by registered mail to Seller at 727 81st Street, rowners grove, Illinois 60515 or to Burchaser at or to the last known address of either party, shall be sufficient service thereo. In an 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 a scontract, and the covenants and agreements herein contained shall extend to and be obligatory upon the beirs, executors, a (ministrators and assigns of the respective parties, 20. Seller warrants to Purchaser that no notice from any cit, 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 in plicating or affecting the remainder of such provision or the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have hereour set their hands and seals in duplicate, the day and year first above written. Scaled and Delivered in the presence of (SEAL) RIDER IS ATTACHED HERETO AND MADE A PART HEREOF. Received on within Agreement the following sums PRINCIPAL

INTEREST

GEORGE E. COLE LEGAL FORMS

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22. PURCHASE PRICE: In consideration of Seletr's sale to Purchaser of all of the Seller's right, title and interest in and to the Hospital, property and the real estate herein, Purchaser agrees to pay Seller the sum of TWO HUNDRED FIFTY FIVE THOUSAND (\$255,000,00) DOLLARS, allocated as follows:

A. Real Estate\$117,000.00

B. Equipment (hereto atrached as Annex "A") \$ 13,000.00

..... \$100,000.00 C. Goodwill

D. Covenant Not Compete \$ 25,000.00

TOTAL.... \$255,000.00

Purchaser agrees to pay the said sum of \$255,000.00 as follows:

A. \$25,000.00...

at preliminary closing, This amount includes the earnest money deposit of

\$1,000.00 \$10,000.00 ... payable within 6 months from pre-The balance of \$225,000.00 shall be rest per payable with interest at the rate of rest per 11% per annum, for \$2,557.35 every 5 th of payable with interest at the rate of rest per 11% per annum, for \$2,557.35 every 5 th of payable of the month thereafter for a total period of 180 months, 70 300111 12-5-58

There shall be no pre-payment penalty. There shall be a late charge of 5% if the conthly payment is not paid within 10 days from its due date.

23. AGREEMENT NOT TO COMPETE: Seller agrees not to own, or operate as his own, any vecerinary clinic or animal hospital within a radius of $2\frac{1}{2}$ miles from 5144 West Grand Avenue, Chicago. In consideration of the foregoing, Purchaser has paid the foregoing amount rested in paragraph 22.

24. APPLICATION OF PAYMENTS ON INJEBTEDNESS.All payments on account of the indebtedness shell first be applied to interest on the unpaid principal balance and the remainder to the principal.

(5) Further to paragraph 22, if/the/Purcharzy can not pay the amount of \$21,000.00 as down paymont, a may pay the amount of \$41,000.00 which includes the earnest among deposit of \$1,000.00 and the difference of \$9,000.00 shall be paid within a period of six A6) months from date of pre-liminary closing and will bear interest at the raise of 1,59% per annum.

26. At preliminary closing, Purchaser will present liability and fire insurance policies for not less \$225,000.00 covering the real estate, improvements and personal property thereon, naming the herein Seller as one of the loss payees.

27. The buyer shall not, during the life of this agreement, dispose, transfer, sell or convey any of the items listed in the attached Annex "A'

28. In case of default as provided in paragraph 11, the Purchaser agrees to waive the statutory requirements as

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29. To assure payments to be made by the Purchaser to Seller under the terms of this agreement, Purchaser agrees to obtain term life insurance in an amount from time to time covering the principal balance due the Seller, maming the Seller as beneficiary, said proceeds to be used to pay-off the existing balance due under this agreement.

30. This agreement shall survive the death of Seller and Purchaser and shall be binding on their respective heirs, tegal representatives, successors, assigns and respective estates.

31. Purchaser agrees to indemnify and hold harmless the Seller from any lawsuits, actions in law and equity, claims, costs, expenses and damages arising from the practice or the property conveyed herein after the preliminary closing.

CESAR AGUSTIN

DR. GEORGE KOSHY

Coot County Clert's Office

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TO NOTE OF THE PERSON OF THE P

TOM V MATHAI

3731 N. Pamfina

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