

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 5<sup>th</sup> day of NOVEMBER, 1988, 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 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:

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 (Lot 17)

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

and Seller further agrees to furnish to Purchaser on or before preliminary closing, 1988, 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 Mid-America Title Co., (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. 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 DR. CESAR AGUSTIN

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 RIDER ATTACHED)

DEPT-01 RECORDING \$15.29  
T#3333 TRAM 5417 07/16/91 10:34:00  
#3705 + C \*\*91-352286  
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 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 1988 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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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R I D E R

22. PURCHASE PRICE: In consideration of Seller'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 attached as Annex "A")	\$ 13,000.00
C. Goodwill .....	\$ 100,000.00
D. Covenant Not Compete	\$ 25,000.00
<hr/>	
TOTAL.....	\$255,000.00

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

- A. \$20,000.00.... at preliminary closing. This amount includes the earnest money deposit of \$1,000.00
- B. The balance of \$225,000.00 shall be payable within 6 months from preliminary closing with 11.59% interest per annum. 11% per annum, for \$2,557.35 every 5th OF 11 MONTH and every 5th of the month thereafter for a total period of 180 months, TO BEGIN 12-5-88

There shall be no pre-payment penalty. There shall be a late charge of 5% if the monthly 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 veterinary clinic or animal hospital within a radius of 2 1/2 miles from 5144 West Grand Avenue, Chicago. In consideration of the foregoing, Purchaser has paid the foregoing amount recited in paragraph 22.

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

25. Further to paragraph 22, if the Purchaser can not pay the amount of \$21,000.00 as down payment, he may pay the amount of \$11,000.00 which includes the earnest money deposit of \$1,000.00, and the difference of \$9,000.00 shall be paid within a period of six (6) months from date of preliminary closing and will bear interest at the rate of 11.59% 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 to forfeiture.

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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, naming 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, legal 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.

Dr. Cesar A. Agustin

DR. CESAR AGUSTIN  
Seller

George Koshy

DR. GEORGE KOSHY

Achamma Koshy

ACHAMMA KOSHY

Purchasers

Property of Cook County Clerk's Office

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Return to :

TEJAS V. MATHAI  
3731 N. Paulina  
CHICAGO, ILL. 60613