INSTALLMENT AGREEMENT FOR WARRANTY DEED (KLINOIS)

GECHGE COLE

	AGKEEMENT, made this	12th day of	May		, 19 92, between
-					, Seller, and
-	ERON CORTES AND MAR	IA CARMEN CO	RTES, his wife	, as JOINT TENAN	Purchaser:
	overlints and agrees to convey	to Purchaser in	fee simple by Seller eat to the matters be	's stamped	covenants hereunder, Seller hereby recordable premises situated in the County of
	LQQK and State	of illinois	described a	s follows:	
of th	t 29 and the North 4 the West 10 acres (e e Subdivision of the st 16 acres of the S	xcept the So East 6 acro outh 64 acro	outh 83 feet the es (except the es of the North	mereof) and LGT i south 83 feet th hwest 1/4 of Sect	and 40 of hereof) of the lion 25,
To	wnship 39 North, Rang unty, Illinois.	e 13, East (of the Third Pi	rincipal Meridian - DE/ - T#1	L. in Cook 1-01 RECONCING \$23,00 111 - 15AH 2176 67/17/92 16152:00 696 4 - 2811922-52 8519
Р.	dress: 2551 3. Troy : I.N. 16-25-132-025			925285 1 :	odek cobhny recorder 9
ai th	nd Seller further agrees to furnie following evidence or vitle	nish to Purchase to the premise	r on or before Mess: (a) Owners title	y 12, insurance policy in the	, 19 92 at Seller's expense, the amount of the price, issued by
SE	secified below in paragraph 1.	A d Purchaser	hereby covenants a	nd agrees to pay to Sell	Registrar of Titles of Cook County, hereof, subject only to the matters er, at such place as Seller may from
	B		_		
					
D	ne price of Ninety Thous ollars in the manner following worth with the final poor prepayment penalty				or sooner, there being
			τ_{\circ}		
OI	i the whole sum remaining tro	im time to time t	mpaid.		lments of principal & intere amortized over 20 years.
	Possession of the premises sh	all be delivered	to Purchaser on 22.	Y <u>12, 1996</u>	
			, provided	ina Purchaser is not th	en in default under this agreement.
	Rents, water taxes, insurance	premiums and o	ther similar items as	re to be adjusted pro rai	a as of the date provided herein for
de an	livery of possession of the pro- livery of possession, and if the nount of the most recent ascer It is further expressly understo	emises. General e amount of such tainable taxes. ood and agreed	taxes for the year lataxes is not then as Final proration between the parties	9 02 are to be prorate certainable, the proration to take place hereto that:	ed from January 1 to such date for ng shall be done on the basis of the when final 1992 bill arrives
sp Pt oc	d subsequent years and all ta ecial assessments heretofore l erchaser: (d) easements of rec	ixes, special asso levied falling du cord and party-v	essments and special cafter data hereof, valls and party-wali	I taxes levied after the (c) the rights of all per- agreements, if any: (c)	eneral taxes for the year \$ 1991 892 date hereof; (b) all installments of ons claiming by, through or under building, building line and use or lordinances; (f) roads, highways,
the Se	e premises that become payab Her duplicate receipts showing	ole on or after th g tim: <mark>el</mark> y paymen	e date for delivery (t ther c of.	of possession to Furcha	of special assessments pertaining to user, and Parchaser shall deliver to
an	 Purchaser shall keep the bywaste on or to the premises. 	uildings and imp and if Purchase	provements on the p	remises in good repair a uch repairs or suffers or	and shall neither Juffer nor commit 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 10.00 per cent per annum until paid.

4. Purchaser shall not suffer or permitany 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, and a 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 a 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

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at nurchaser a expense against now by fire, lightning, windsform 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) 9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss

Purchasers will give timele, evidence to Sellers of R.E. taxes & insurance having been haid. 10. If Purchaser fails to pay a test assessment, instrance profunt his orany other ien which Purchaser is obligated to pay hereunder. Seller may elect to pay such items and any stroum to pail shall be ome an addition to the purchase price immediately due and payable to Seller, with interest at ... 10.0.... per cent per annum until paid. 1). In case of the failure of Purchaser to make any of the paymerts, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be orfeited 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 bere's 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, Forchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such sun of 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 purson 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 hereun er shall be in writing. The mailing of a notice or demand by registered mail to Seller at his residence Purchaser at property address unless other residence is indicated. , 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 his contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, a liministrators 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 elecution 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 herevato set their hands and seals in duplicate, the day and year first above written. _...(SEAL) __ (SEAL) L Maria Ca whole agrand free will Received on within Agreement sums GEORGE E. COLE LEGAL FORMS PRINCIPAL the following INTEREST