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INSTALLMENT AGREEMENT FOR WARRANTY DEED

BY THE BELOW SIGNATURES OF THE UNDERSIGNED PARTIES HERETO, IT IS HEREBY AGREED, UNDERSTOOD AND ACKNOWLEDGED, that the following AGREEMENT is this 29TH day of JUNE, 1992, entered into by and between WILLIAM P. CORDER, hereafter "Seller", and CHRISTOPHER J. STIND AND PHYLLIS C. STIND, HIS WIFE, as Joint Tenants and not as Tenants in Common, hereafter "Purchasers";

W I T N E S S E T H :

1. If the Purchasers shall make the payments set forth hereinbelow and shall faithfully perform all of the material obligations and covenants required hereunder, then the Seller shall convey title to the said Purchaser at such time and manner as required hereinbelow, in fee simple, by Seller's recordable Warranty Deed, with waiver of Homestead Rights, if applicable, subject to the matters hereinafter specified, the premises situated in Cook County, Illinois described as follows:

LEGAL DESCRIPTION:

LOT 12 IN NORTHBROOK HIGHLANDS, UNIT 4-A, BEING A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1964 AS DOCUMENT 13859170, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2133 Ash Street, Northbrook, Illinois

PERMANENT INDEX NUMBER: 04-09-208-020

2. The Seller acknowledges that the total broker's commission is Eight Thousand, Two Hundred Fifty Dollars and 00/100THS (\$8,250.00), and that Four Thousand One Hundred Twenty Five and 00/100THS (\$4,125.00) is currently held by Landmark Realty, Inc. The balance due is to be paid to Landmark Realty, Inc., per a private agreement between the Seller and Landmark Realty, Inc. The Seller agrees to hold harmless, indemnify, protect and defend the Purchaser for and against any losses, liens, judgments, claims, litigation and causes of action of whatever type and nature, arising from or in any way related to the payment of the commission for the sale and purchase of the subject real estate.

3. The Total Purchase Price for the sale and purchase described herein shall be \$145,000.00 (ONE HUNDRED FORTY FIVE THOUSAND AND NO/100THS DOLLARS), which shall be paid in the following manner, to wit:

(a) Purchasers have paid and the Seller acknowledges receipt of an earnest money payment in the amount of \$5,000.00 (FIVE THOUSAND AND NO/100THS DOLLARS), which shall be considered as Down Payment, at such time as the Parties have executed this Instrument, and the rights and obligations accruing hereunder shall begin in force;

\$3150.00

DEPT-01 RECORDING 451.50
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COOK COUNTY RECORDER

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(b) The balance of the Total Purchase Price after credit for the Down Payment aforesaid, shall be in the amount of \$140,000.00 (ONE HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS). Purchasers agree to and shall pay, at such place as shall from time to time be designated by the Seller hereunder, and until such designation, at the home of the Seller, WILLIAM P. CORDER, 1444 Hazel Street, Deerfield, Illinois 60015, the said balance of the total purchase price in the following manner, to wit:

(i) 59 equal monthly payments of \$1,126.47, which is the amount required to amortize the said balance over thirty years at the interest rate of 9% per annum, the first such payment to be due and payable on July 1, 1992 and an identical payment to be made on the 1st day of each month thereafter until fifty-nine (59) such payments have been made and received (and which payment schedule shall cause the last such payment to be made May 1, 1997;

(ii) A balloon payment of the entire then remaining principal balance and accrued interest shall be made on or before June 1, 1997, and shall be delinquent, without notice, immediately thereafter

4. After a grace period of five days, late payments of principal and interest, i.e. payments not dispatched or post-marked prior to the end of the due date, shall carry a late fee of ten dollars per day until paid. Seller's remedies for the Purchasers' breach of this Agreement shall be determined and exercised according to relevant Statutes and Common Law of the State of Illinois.

5. At such time as the Purchasers shall have paid to the Seller all principal and interest required hereunder, and provided that the Purchasers shall not be in default with respect to any material provisions hereof, the Purchasers shall be entitled to and Seller shall execute and deliver a Warranty Deed to the subject premises. No pre-payment penalty shall be charged if any payments required hereunder shall be made before its due date.

6. Possession shall be delivered to the Purchasers at such time as the parties shall execute this Agreement, which is scheduled to be July 1, 1992, the effective date hereof. At such time, Seller shall be required to provide the Purchasers with a copy of a plat of survey, dated November 21, 1991, file number 25815-U, by a licensed and certified Illinois Land Surveyor, showing the building to be within lot lines and showing no encroachments from the subject real estate over or onto any neighboring property or other entity, nor other survey defects which shall not be insured over or otherwise disposed of in a manner acceptable to Counsel for the Purchasers.

7. ~~Purchasers shall be responsible for any village of Northbrook transfer taxes pertaining to the eventual closing of this transaction, and Purchasers shall also be responsible for State and County transfer taxes.~~

SELLERS

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8. Title to the real estate shall be delivered and conveyed upon full payment, subject only to (a) taxes not yet due and payable, (b) easements of record, (c) building set back lines, (d) use or occupancy restrictions, (e) conditions and covenants of record, (f) building and zoning ordinances, (g) any installments of any special assessments not yet due and payable on the date of execution of this Installment Agreement. In addition, Seller shall provide an Owner's Policy of Title Insurance, at Seller's cost, at the time of and upon full payment of the balloon payment called for herein, provided that the Purchaser shall not be in material breach of this Agreement. Purchasers shall be responsible for payment of title search charges at the time of execution of this contract.

9. With respect to the Cook County General Real Estate taxes corresponding to the real estate being here sold and purchased, Seller agrees to pay the first installment of 1991 taxes and the second installment of 1991 taxes, and the first installment of 1992 taxes, each when due, and to hold the Purchasers harmless therefor. After the 1992 second installment, Purchasers shall pay all taxes and special assessments levied against the subject premises while they shall be in possession by virtue of this Agreement. It shall be the obligation and responsibility of the Purchasers to forward a copy of the said tax bills which the Seller is obligated to pay, within seven days of the tax bill being received by the said Purchasers. Upon request, the Purchasers shall furnish duplicate receipts evidencing proof of payment of any and all taxes that are Purchasers' responsibility under this paragraph. In the event that the Purchasers shall fail to pay any taxes before they shall become delinquent, Seller, at his option shall be entitled to either pay same together with any penalties and interest and other costs, and the Purchaser shall be required to reimburse Seller therefor along with principal and interest at the rate of 12.5% per annum, or, alternatively, to declare Purchaser in breach of this Agreement, affording the Seller all remedies and damages provided by applicable law.

10. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or about the premises, and if Purchasers fail to make any such repairs or eliminate such waste and/or suffer or commit such waste, Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an additional amount owed to the Seller under the terms of this Agreement, the repayment of which shall be due along with and in addition to the next accruing monthly payment, and delinquent immediately thereafter.

11. Neither party shall suffer or permit any mechanic's lien or other lien to attach to the premises, which shall or may be superior to or otherwise potentially prejudice the rights of the other party.

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Very truly yours,
[Illegible Name]
[Illegible Title]

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12. 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. No contract or agreement, oral or written, shall be made by Purchasers 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.

13. This Agreement, and the Purchasers' rights and equity hereunder may only be assigned with the consent of the Seller first obtained, in writing. The consent to assign shall not be withheld arbitrarily or unreasonably.

14. Beginning on the possession date, Purchasers shall keep all buildings at any time on the premises insured against all hazards, including fire, lightning, windstorm, flood, etc., with said insurance policy to name the Seller as an insured party with coverage protecting Seller in an amount not less than ~~the entire amount of the purchase price outstanding at such time.~~ Said policy shall have provision for the payment first of the balance of the Purchase Price to be made to the Seller, and any amount(s) left over may be retained by the Purchasers, provided that they shall not be in breach hereof. The insurance shall be carried with a company having not less than an A rating, and shall not be allowed to lapse at any time prior to the expiration of this Agreement by way of payment of the balloon payment set forth hereinabove. Purchasers shall ~~provide~~ the payment of each annual premium immediately upon making such payment, without request. Purchasers shall deliver the policies therefor to Seller.

15. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by either party, unless it shall be in writing and signed by the parties hereto.

16. In the event this Agreement shall be legally declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the material 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 Office of Recorder of Deeds of Cook County.

17. 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 affixed in a permanent or semi-permanent manner upon the premises by Purchasers shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser for any part thereof.

⊗ NOT LESS THAN \$10,000 AND GUARANTEED REPLACEMENT COST

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Noted and attested to before me this _____ day of _____, 19____.

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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18. In case of the failure of Purchasers to make any of the payments, or any part thereof, or perform any of Purchasers' covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchasers shall forfeit all payments made on this Agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages, and in such event Seller shall have the right to enter and take possession of the premises aforesaid.

19. In the event that Seller shall be forced to sue to enforce his rights hereunder, the said Seller shall be entitled to reasonable and actual attorney's fees and court costs from the Purchasers. In the event that Seller shall be sued by a third party because of the other party's actions or inactions during the term hereof, then the said Purchasers shall pay the reasonable and actual attorney's fees and court costs incurred by the Seller in so defending himself.

20. No remedies set forth in this Instrument shall be intended or construed as to limit or waive the aggrieved party's remedies otherwise available under applicable law(s) or equity. No waiver or failure to exercise rights afforded under this Instrument shall be intended or construed to be a waiver of the said right on future or subsequent occasions.

21. All notices and demands hereunder shall be in writing. The mailing of a notice by certified or registered mail to Seller c/o Judd M. Harris, 53 West Jackson Boulevard, Suite 640, Chicago, Illinois 60604-3609 and to the last known address of Seller, 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.

22. 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, administrators and assigns of the respective parties.

23. Seller warrants to Purchaser that no notice from any city, village or governmental authority of a dwelling code violation which existed in the dwelling structure has been received by the Seller. Purchasers acknowledge that they are taking the subject premises in "as is" condition and that no representations have been made nor will be asserted to have been made by the Purchasers hereunder concerning the condition of the subject premises.

24. 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.

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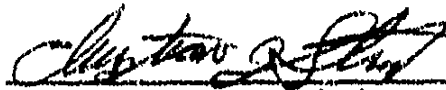
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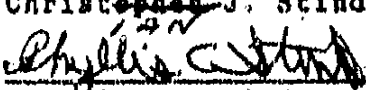
25. To the extent the terms of this Agreement vary or conflict with a Real Estate contract between the parties dated 5-16-92, between the parties hereto, or with any other Agreement, oral or written, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties to this agreement have set their respective hands to the foregoing, in duplicate, the day and year first above written. The parties, by so executing this Instrument, acknowledge their understanding of and agreement with the terms hereinabove set forth. Both parties acknowledge having had the advice and Counsel of their respective attorneys prior to execution hereof.



William P. Gander



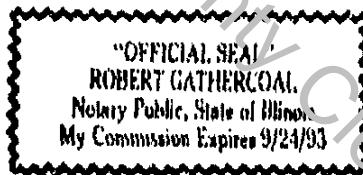
Christopher J. Stind


Phyllis C. Stind

Subscribed and sworn to before me by
Christopher J. Stind and Phyllis C. Stind
this 30th day of JUNE, 1992.



NOTARY PUBLIC



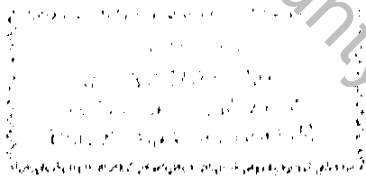
Prepared by & Mail to:
Judd M. Harris
Attorney at Law
53 W. Jackson, Suite 640
Chicago, IL 60604-3609
312-939-4404



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