

CAUTION: DO NOT file or record this instrument. It is intended for the information of the parties only. It does not constitute a warranty or title opinion.

AGREEMENT, made this 5th day of June, 1992, between

LAWRENCE K. SPINO, (Spino Enterprises Inc.) , Seller, and

ARTHUR THOMAS

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 duly executed 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:

Lot 9 in Block 9 in E. L. Brainerd's Subdivision of Blocks 1 to 16 in Telford Burnham's Subdivision (Except Blocks 1 and 8 thereof) of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 25-05-119-022-0000

Address(es) of premises: 8940 S. Loomis, Chicago, IL 60620

and Seller further agree, to furnish to Purchaser ~~within~~ ^{not later than} 5 days prior to closing, 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 Chicago Title Insurance Co. (box and Room No. 100 of the Metropolitan Title Building, 100 W. Madison Street, Chicago, Illinois 60602) ~~for~~ ^{not later than} 5 days prior to closing ~~on~~ ^{not later than} the date of the closing 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 to be agreed upon.

the price of \$61,000.00 (sixty-one thousand dollars)

Dollars in the manner following, to-wit: \$3,000.00 on or before May 29, 1992, and Buyer shall pay to Seller \$591.05 per month (which sum includes interest at the rate of 10% per annum) beginning July 1, 1992, and shall pay a like sum on the 1st of the month every month thereafter until January 1, 2000, at which time Seller shall deliver to Buyer a Warranty Deed, and in exchange, Buyer shall deliver to Seller his note for the balance remaining due, secured by a Purchase Money Mortgage to secure the balance of the purchase price due and payable. (See attached Rider #1).

Possession of the premises shall be delivered to Purchaser on Date of 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 1992 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 1992 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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Received on within Agreement

the following sums

1982 SEP 25 PM 31

Sealed and Delivered in the presence of

16. Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process together with the sheriff, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due upon judgment of any of the covenants and agreements herein, on demand made at any time by Seller, in case of non-payment of any of the covenants and agreements herein, or any other right herein given.

17. If there be more than one person designated therewith, although expressed in the singular, shall be read and construed as referring to such persons jointly and severally.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at the address given or made on the date of mailing, shall be sufficient service the day after it is mailed.

19. The time of payment shall be the date of the escrow 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 parties hereto.

20. Seller warrants to Purchaser that no notice to any city, village or other government authority of a dwelling 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 is held invalid under applicable law, such provision shall be ineffective to the extent of such invalidity, while all other provisions of this agreement shall remain in full force and effect.

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

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RIDER # 1 9 2 7 1 9 2 9 0
AGREEMENT

This rider is attached to and made a part of a certain Installment Agreement for Warranty Deed dated April 31, 1992 between the Seller, LAWRENCE K. SPINO, (Spino Enterprises, Inc.) and Purchaser, ARTHUR THOMAS.

PROPERTY ADDRESS: 8940 S. Loomis, Chicago, Illinois 60620

SELLER: LAWRENCE K. SPINO (Spino Enterprises, Inc.)

BUYER: ARTHUR THOMAS

This is to confirm that notwithstanding any provisions to the contrary contained in the above-mentioned Installment Agreement for Warranty Deed, in addition to the \$591.05 monthly payment, Buyer shall pay to Seller an additional \$200.00 per month to satisfy the remaining balance due of \$3,000.00 on the total downpayment of \$6,000.00 due herein. The additional \$200.00 payment shall likewise began on July 1, 1992 and shall terminate on October 1, 1992. Also, after the buyer has paid an amount equal to $\frac{1}{2}$ of the purchase price pursuant to said Installment Agreement, the Seller shall grant to the Buyer a Warranty Deed, and in exchange, the Buyer shall deliver to Seller his promissory note for the balance then remaining due and payable, secured by a Purchase Money Mortgage for the balance of the purchase price and Buyer shall continue regular monthly payments pursuant to said contract for the balance of the term to July 1, 2007. With respect to said Installment Agreement and Purchase Money Mortgage, there shall be no prepayment penalty in connection therewith, and Buyer shall receive, in the event of prepayment, the appropriate interest rebate within 30 days of said prepayment. This agreement shall be binding upon and inure to the benefit of the heirs, assigns, executors, or successors in interest of the parties herein.

DATED: 7/13/92

DATED: 6-5-92

Lawrence K. Spino
SELLER
Arthur Thomas
BUYER

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RIDER # 2

GENERAL TAX and INSURANCE PAYMENTS

This rider is attached to and made a part of a certain Installment Agreement for Warranty Deed dated June 5, 1992, between the Seller, LAWRENCE K. SPINO, (Spino Enterprises, Inc.) and Purchaser, ARTHUR THOMAS.

PROPERTY ADDRESS: 8940 S. Loomis, Chicago, Illinois 60620

SELLER: LAWRENCE K. SPINO (Spino Enterprises, Inc.)

BUYER: ARTHUR THOMAS

This is to confirm that notwithstanding any provisions to the contrary contained in the above-mentioned Installment Agreement for Warranty Deed, in addition to the monthly payments pursuant to the above-mentioned Installment Agreement for Warranty Deed and Rider #1 attached thereto, Buyer shall include in the monthly payments due thereunder an amount equal to 1/12th of the general annual taxes, insurance, and special assessments.

Seller shall provide proof of timely payment of taxes and insurance to Buyer within 10 days of the due date of said payments. If Seller fails to pay taxes, assessments or insurance premium, Buyer may elect to pay such items and any amount so paid shall be allowed as a credit to payments which Buyer is obligated to pay to Seller pursuant to the above-mentioned Installment Agreement for Warranty Deed. This Agreement shall be binding upon and inure to the benefit of the heirs, assigns, executors, or successors in interest of the parties herein.

DATED: 7-13-92

DATED: 7-7-92

Lawrence K. Spino
SELLER
Arthur Thomas
BUYER

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