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CAUTION: Do not sign or deliver this form until you have read the entire agreement. Neither the publisher nor the state of this form makes any warranty, express or implied, including the warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 18th day of November, 1992, between
JEANNE GAJKOWSKI of 6122 South Fairfield Av., Chicago, Il. 60629 Seller, and

BERNICE LEFRIDGE, 5024 S. Aberdeen Av., Chicago, Il. 60609 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 stamped 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 10 in the Subdivision of Lots 1 to 16 inclusive and Lots 24 to 46 inclusive in Block 1 of Leech's Subdivision of the West 10 acres of the South 20 acres of the West half of the NE $\frac{1}{4}$ of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 5016 S. Aberdeen Av., Chicago, Il.

Permanent Real Estate Index Number(s): 20-08-215-030-0000

Address(es) of premises: 5016 So. Aberdeen Avenue, Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before Dec. 9, 1992 at buyer'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. ~~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 JEANNE GAJKOWSKI AT~~

6122 South Fairfield Avenue, Chicago, Illinois 60629

the price of \$20,000.00 (Twenty Thousand & 00/100 Dollars) Dollars in the manner following, to-wit: See the attached Rider for the terms of payment.

~~with interest at the rate of 7% per annum on the unpaid balance of the purchase price, beginning on the date of delivery of possession and until the purchase price is paid in full.~~
Possession of the premises shall be delivered to Purchaser on the 18th day of November, 1992, 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 at or 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 7% 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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Seller

Buyer

James J. Putlak X *Bernice Gajkowski*

1 of 2 pages

This is a Rider to the contract dated the 18th day of November, 1992 for the sale of the premises located at 5016 So. Aberdeen Avenue, Chicago, Illinois from Jeanne Gajkowski to Bernice Putlak which rider was entered into simultaneously with the main body of this contract.

1. The selling price of the premise at 5016 So. Aberdeen Avenue, Chicago, Illinois is \$20,000.00.

The buyers shall deposit \$8,000.00 with Kenneth J. Putlak, the attorney for the seller, as escrowee, on the date that the contract is signed. The buyer shall be entitled to physical possession of the premises herein on the date that the contract is signed provided that adequate fire insurance is provided for the seller herein.

As soon as possible thereafter, the seller shall obtain a commitment for title insurance from the Chicago Title Insurance Company and cause a copy of same to be sent to buyer before December 9, 1992.

When a clear title is shown in the seller, approximately, December, 16, 1992, the initial closing shall occur at which time the seller shall give the buyer a credit of \$30.00 for the County and State transfer tax. The buyer shall then pay \$335.00 for the commitment of title from the Chicago Title Insurance Company. The buyer shall pay \$32.00 to the Cook County Recorder of Deeds. If she desires to record this contract with the Recorder of Deeds, Seller shall give the buyer credit for seller's share of the 1992 real estate tax bill. Seller shall sign a warranty deed to the buyer which deed shall be held in escrow by Kenneth J. Putlak and which deed shall be delivered to the buyer upon the written authorization from the seller and buyer indicating that the terms of the contract have been fulfilled. The balance of the \$8,000.00 escrow money held by Kenneth J. Putlak shall be paid to the seller.

The balance of 12,000.00 (twelve thousand & 00/100) shall bear interest at the rate of 10% from the date when this contract is signed. The interest rate of 10% per annum shall be computed on the unpaid balance outstanding from time to time. The first regular monthly payment on this loan shall be paid on January 1, 1993 in the amount of \$500.00 and the buyer shall pay \$500.00 on the first day of each and every month thereafter until this loan is paid in full. The aforementioned monthly payments of \$500.00 each shall include principal and interest.

RIDER

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9297-062

Property of Cook County Clerk's Office

260JL626

Property of Cook County

Buyer

Seller

[Handwritten signature]

[Handwritten signature]

Dated the 18th day of November, 1992 at Chicago, Illinois.

When the deed is delivered to the buyer, the buyer agrees to pay for the transfer tax which may be imposed by the City of Chicago and the cost of recording the deed with the Recorder of Deeds of Cook County. Presently, the City of Chicago tax is \$7.50 per thousand dollars of consideration or \$150.00 and the cost of recording the deed with the Recorder of Deeds is \$26.50.

The buyer agrees to maintain fire and liability insurance for the premises sold herein and the seller herein shall be named as an additional insured.

The buyer shall have the right to prepay this loan at any time, however, if the loan is prepaid after March 1, 1993, interest as previously stated shall be charged.

In the event that the purchaser (buyer) pays off the entire balance due on this loan on or before March 1, 1993, all interest from the date when this contract is signed until the date when the balance due is paid on or before March 1, 1993 shall be waived.

Notwithstanding anything stated herein to the contrary, it is the intent of the buyer and seller that the final payment of principal and interest shall occur on DECEMBER 1, 1993.

