

**UNOFFICIAL COPY**

AGREEMENT, made this 13th day of MAY 1993, between

FLORIA BUTLER, Seller, and

MACK RUTHERFORD, 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 WARRANTY** 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 33 IN BLOCK 9 IN E. O. LAMPHERES'S ADDITION TO ENGLEWOOD A SUBDIVISION OF BLOCKS 1 TO 15 AND THE NORTH 1/2 OF BLOCK 16 IN SEA'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 20-19-412-016

Address(es) of premises: 6839 SOUTH WOOD, CHICAGO, IL 60636

and Seller further agrees to furnish to Purchaser on or before May 13, 1993, at Seller's expense, the following evidence in addition to the premises: (a) Owners title insurance policy in the amount of the price, issued by **CHICAGO TITLE TRUST COMPANY**, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable title, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 9. 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

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COOK COUNTY RECORDER

the price of Seven Thousand and No/100 (\$7,000.00) Dollars in the manner following, to-wit:  
\$1,000.00 on May 13, 1993, \$500.00 on May 20, 1993 and \$200.00 per month commencing Thirty (30) Days after the execution of this agreement by both Purchaser and Seller until the purchase price is paid in full.

~~With this deed, Seller warrants that the premises are free from all liens, claims, taxes, assessments, and other encumbrances, except as may be shown on the plat of the premises, and that the premises are in compliance with all applicable laws, ordinances, and regulations.~~

Possession of the premises shall be delivered to Purchaser on May 13, 1993

provided that Purchaser is not then in default under this agreement

Rents, water taxes, insurance premiums and other similar items are to be paid by Purchaser at the rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 1993 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 1993 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 10 percent 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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23 50  
BMR

UNOFFICIAL COPY

Received on within Agreement  
the following sums

DATE RECEIVED BY

PRINCIPAL

INTEREST

DATE

GEORGE E. COLE  
LEGAL FORMS

EMERSON E. BLUE  
20 NORTH CLARK STREET - SUITE 2610  
CHICAGO, ILLINOIS 60602  
(312) 546-0140



Sealed and Delivered in the presence of

year first above written

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and

the remaining provisions of this agreement

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code

19. The time of payment shall be at the expiration of this contract, and the covenants and agreements herein contained shall

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FLORIAN BUTLER (SEAL)  
X *Florian Butler* (SEAL)  
MACK KUTHERFORD (SEAL)  
(SEAL)

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay

hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price

immediately due and payable to Seller, with interest at 10 percent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's

covenants hereunder, this agreement shall, at the option of Seller, be forfeited 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 provisions hereof, and all such

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 such other remedy given by this agreement or by law.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default

of the exercise of the right of forfeiture, or any other right herein given.

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