

UNOFFICIAL COPY

CAUTION: Check a copy before using or filing under this form. Neither the publisher nor the seller of this form makes any warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

In Widower & Not Remarried

AGREEMENT, made this 15TH day of MARCH, 1992, between J.C. ROBERTSON, Individually and as Independent Administrator of the Estate of Ezell Robertson, Jr., Deceased; MOLLIE ENGLISH BIRTHIE WINFREY AND AMOS ROBERTSON, Seller, and a Widower & Not Remarried a Widow & Not Remarried Married to Judge Winfrey MARY D. YOUNG AND ERNEST BROWN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, 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 recordable Administrator's 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 11 IN ASA D. REED'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN ROCKWELL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SALE HEREIN IS PURSUANT TO DECREE OF SALE ENTERED IN THE MATTER OF THE ESTATE OF EZELL ROBERTSON, JR., DECEASED, 90 P 1215.

Permanent Real Estate Index Number(s): 16-13-200-026

Address(es) of premises: 2732 WEST MONROE STREET, CHICAGO, ILLINOIS 60612

and Seller further agrees to furnish to Purchaser on or before CLOSING, 19, 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 REALTY TITLE, INC. 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 RUBENSTEIN & RUBENSTEIN, 55 WEST

MONROE STREET, SUITE 3720, CHICAGO, ILLINOIS 60603 DEPT-01-RECORDING \$25.50 T#1111 TRAN 2780 10/19/92 13:35:00 93838140 COOK COUNTY RECORDER

the price of FORTY-FIVE THOUSAND AND 00/100 (\$45,000.00) Dollars in the manner following, to-wit:

SEE ATTACHED RIDERS

THIS IS NOT HOMESTEAD PROPERTY

with interest at the rate of 10 per cent per annum payable MONTHLY on the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchaser on CLOSING 93838140

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 1991 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.

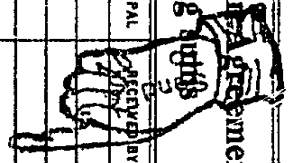
It is further expressly understood and agreed between the parties hereto that:

- 1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1992, 2ND 1/2 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 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.

** 1. (g) to purchasers on the closing statement of this transaction on account of purchase price

UNOFFICIAL COPY

Received on within a term of _____
the following terms



DATE _____

INTEREST _____

PRINCIPAL _____

RESERVED BY _____

GEORGE E. COLE
LEGAL FORMS

Handwritten notes:
Made & returned to
Suite 400
105 W. Madison
Chicago 60601
ERNEST BROWN

ERNEST BROWN

MARY D. YOUNG

PURCHASERS:

Sealed and delivered in the presence of

SELLERS:

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 of the essence of this contract, and the covenants and agreements herein contained shall

Purchaser at HOWARD HOFFMAN & ASSOCIATES, 105 W. MADISON, CHICAGO 60602, or to the last known address

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used

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

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by

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

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

90038140

UNOFFICIAL COPY

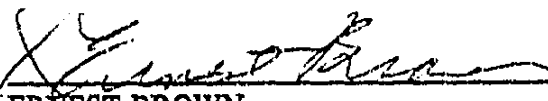
RIDER

- R1. The terms of payment respecting the \$45,000.00 purchase price are as follows: Two Thousand and 00/100 (\$2,000.00) Dollars at closing with balance to be paid at a rate of Seven Hundred Fifty and 00/100 (\$750.00) Dollars or more on the 15th day of April, 1992, and Seven Hundred Fifty and 00/100 (\$750.00) Dollars or more on the 15th day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of March, 1995. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Said payments shall include interest at 10% per annum. Additionally, on Closing hereof, and March 15, 1994 Purchasers shall make additional Two Thousand and 00/100 (\$2,000.00) Dollars principal reduction on each occasion. So long as purchasers timely pay all current taxes and insurance premiums, no tax or insurance reserve shall be required. If Purchasers shall fall delinquent in said respect, a monthly additional payment equal to 1/12th of last ascertainable tax bill and insurance premium shall be required.
- R2. At time of closing, purchasers will receive a One Thousand and 00/100 (\$1,000.00) Dollars credit against the principal balance remaining due on account of credit against rental payments previously made.
- R3. All tax credits due Purchasers to date of closing not utilized in bringing taxes current and to date shall be permitted to be deposited as initial credit to a tax and insurance reserve account to be utilized in assisting Purchasers in payment of next taxes to become due. All delinquent taxes shall be brought current by Seller at time of closing.
- R4. Seller will deposit in escrow at time of closing with Norman L. Rubenstein, as escrowee, Administrator's Deed, Affidavit of Title, Bill of Sale and necessary revenue declarations to be released when balance due herein is paid in full.
- R5. Seller represents that outstanding mortgage document #9370442 is current and not delinquent.

PURCHASERS:




MARY D. YOUNG



ERNEST BROWN

SELLERS:

93538140


J.C. ROBERTSON, Individually, a Widower Not Remarried, and as Independent Administrator of the Estate of Ezell Robertson, Jr., Deceased



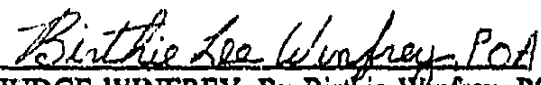
MOLLIE ENGLISH, a Widow and Not Remarried



BIRTHIE WINFREY, Married to Judge Winfrey



AMOS ROBERTSON, a Widower and Not Remarried



JUDGE WINFREY, By Birthie Winfrey, POA

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

Property of Cook County Clerk's Office

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

UNOFFICIAL COPY

RIDER #6

ADDITIONAL RIDER TO CONTRACT DATED MARCH 15, 1992 FOR INSTALLMENT AGREEMENT FOR WARRANTY DEED TO PURCHASE 2732 WEST MONROE STREET, CHICAGO, ILLINOIS 60612, BY AND BETWEEN J.C. ROBERTSON, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF EZELL ROBERTSON, JR. (HEREINAFTER REFERRED TO AS "SELLER"), AND MARY D. YOUNG AND ERNEST BROWN (HEREINAFTER REFERRED TO AS "PURCHASERS").

It is specifically agreed by and between the parties that the Purchasers are buying the subject property in as-is condition and that the Purchasers are and shall be solely responsible for any and all repairs or improvements necessary to bring the premises into Codes. The Seller warrants that it has received no notices of Building Code Violations other than those noted on the report previously issued by the Purchasers' previously proposed mortgage lender.

PURCHASERS:

Mary D Young
MARY D. YOUNG

Ernest Brown
ERNEST BROWN

SELLERS:

J C Robertson
J.C. ROBERTSON, Individually, a Widower, and
Independent Administrator of the Estate of
Ezell Robertson, Deceased

Mollie English
MOLLIE ENGLISH, a Widow

Birthie Lee Winfrey
BIRTHIE WINFREY, Married to Judge Winfrey

Amos Robertson
AMOS ROBERTSON, a Widower

Birthie Lee Winfrey, POA
JUDGE WINFREY, BY BIRTHIE WINFREY, POA

93638140

UNOFFICIAL COPY

11/11/11

When the Court is satisfied that the proposed order is in the best interests of the child, it shall enter an order accordingly. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

The Court may also order that the proposed order be subject to review by the Court at a later date. The Court may also order that the proposed order be subject to review by the Court at a later date.

00100000

Property of Cook County Clerk's Office