

~~UNOFFICIAL COPY~~ 93178491

UNIT NUMBER 1217-2-A*, IN THE LUNT COURT CONDOMINIUM, AS
DELINEATED IN A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL
ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"),

LOTS 14 AND 15 IN W. D. PRESTON'S SUBDIVISION OF BLOCKS 4, 9 AND
B WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2
OF THE NORTH WEST 1/4 WITH THE NORTH EAST FRACTIONAL 1/4 OF SECTION
32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY
EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
FEBRUARY 27, 1979 AND KNOWN AS TRUST NUMBER 34499, RECORDED IN THE
OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS
DOCUMENT 25246455, TOGETHER WITH AN UNDIVIDED INTEREST IN SAID
PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE
COMPRISED IN THE UNITS THEREOF AS DEFINED AND SET FORTH IN
SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

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REFERENCE

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Form No. 3031-1984-91
Seller's Price \$31,000.00

. 19 89 . between
, Seller, and
, Purchaser:
covenants hereunder, Seller hereby
recordable
premises situated in the County of
Cook, Illinois, marked

, 19 89 , at Seller's expense,
the amount of the price, issued by
Registrar of Titles of Cook County,
hereof, subject only to the matters
or, at such place as Seller may from
time to time designate below:

which is hereby acknowledged
\$0.00) dollars on the
thereafter with a final
checkbook
33 TRAN 0145 03/10/93 15:28:00
15 + - 3 78471
COOK COUNTY RECORDER

en in default under this agreement.
ta as of the date provided herein for
ed from January 1 to such date for
ing shall be done on the basis of the
issues.

eneral taxes for the year _____
date hereof; (b) all installments of
sons claiming by, through or under
building, building line and use or
nd ordinances; (d) roads, highways,

of special assessments pertaining to
user, and Purchaser shall deliver to

and shall neither suffer nor commit
r commits waste Seller may elect to
the purchase price immediately due

against the premises, which shall or

shall contain an express, full and
and no contract or agreement, oral
unless it shall contain such express
such contract and of the plans and
retained by Seller.

ut the previous written consent of
t vest in the transferee or assignee
not null and void, at the election of
out Seller's written consent.

vest in Purchaser until the delivery
and in the manner herein provided.
kind whatsoever shall be made or
it, made or claimed by Purchaser,
ement and be signed by the parties

at Purchaser's expense against loss
er in an amount at least equal to the
stituted insurance, shall require all
es therefor to Seller.

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19. 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 by Seller, with interest at 18 per cent 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 covenants and provisions of this 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 every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and cause judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of action, suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 12133 Ferina, Norwalk, Calif. 90570 with copy to Geo. Kita, 3248 N. Clark, Chicago, Ill. 60610
AB 26374. Chicago, Ill. 60625

Purchaser at apt. 2-A, 1217 W. Lunt, Chicago, Ill. 60626 or P.O. box, or to the last known address of either party, 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.

19. 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.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code 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 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. See attached rider which is expressly made part hereof.

year first above written.

(SEAL)

(SEAL)

— (SEAL)

— (SEAL)

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Received on within Agreement
the following sums

GEORGE E. COLE

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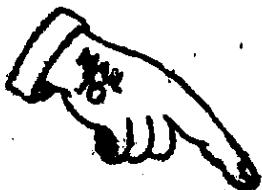
This rider is attached to and made part of Instalment Agreement for Warranty Deed dated the 1st day of October 1989, between Ana Bijan, seller, and Olivio Condei and Michelle Condei, his wife, as joint tenants, Purchasers, respecting premises at Unit 2A, 1217 W. Lunt, Chicago, Il. 60626.

1. Purchasers understand that there is presently existing a mortgage on said unit assumed by Seller to Calumet Federal Savings and Loan Association, dated 11/29/79 and recorded as document no. 25278187, transfer or assumption agreement dated December 2, 1982. The said mortgage is to remain on said property and the payments shall be made by Seller. In the event that Seller fail to make said monthly payments as they fall due, Purchasers may make such payment and deduct such payments made from amount due to Seller.
2. In addition to the monthly payments, Purchasers shall deposit with each monthly payment an amount equal to 1/12 of the estimated annual real estate taxes to be used from time to time to pay real estate taxes as they fall due.
3. Purchasers fully understand the reasons for their names not being included in the Owners Title Guarantee Policy. They also understand that they have been furnished with a commitment letter from Intercounty Title Co.. All future title bills are the obligation of Purchasers.

Ana Bijan

Olivio Condei

Michelle Condei



GEO. KITK
3248 N. CLARK
CHICAGO, IL. 60652

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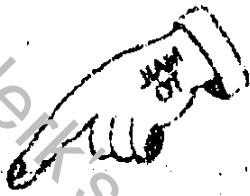
REMARKS: NOTIFICATION OF DELIVERY TO THESE ADDRESSES HAS BEEN MADE BY TELETYPE
OR TELEGRAPH AND IS ON FILE IN THE CLERK'S OFFICE. NO WRITTEN RECORDS ARE MAILED.
EXCEMPTIONS ARE MADE FOR THE ATTORNEY GENERAL, THE CHIEF JUSTICE, THE CHIEF JUDGE,
THE CHIEF OF POLICE, THE CHIEF FIRE COMMISSIONER, AND THE CHIEF OF THE DEPARTMENT OF

TRANSPORTATION. THESE ADDRESSES ARE AS FOLLOWS:
THE ATTORNEY GENERAL, THE CHIEF JUSTICE, THE CHIEF JUDGE, THE CHIEF OF POLICE,
THE CHIEF FIRE COMMISSIONER, AND THE CHIEF OF THE DEPARTMENT OF TRANSPORTATION,
ALL LOCATED AT 100 EAST RANDOLPH STREET, CHICAGO, ILLINOIS.
THE CHIEF OF THE DEPARTMENT OF TRANSPORTATION IS LOCATED AT 100 EAST RANDOLPH
STREET, CHICAGO, ILLINOIS.

NOTIFICATION OF DELIVERY IS MADE BY TELETYPE OR TELEGRAPH AND IS ON FILE IN THE CLERK'S
OFFICE. NO WRITTEN RECORDS ARE MADE. THESE ADDRESSES ARE AS FOLLOWS:
THE CHIEF OF THE DEPARTMENT OF TRANSPORTATION, 100 EAST RANDOLPH STREET, CHICAGO,

ILLINOIS; THE CHIEF OF POLICE, 100 EAST RANDOLPH STREET, CHICAGO, ILLINOIS; THE CHIEF FIRE
COMMISSIONER, 100 EAST RANDOLPH STREET, CHICAGO, ILLINOIS; THE CHIEF OF THE DEPARTMENT OF
TRANSPORTATION, 100 EAST RANDOLPH STREET, CHICAGO, ILLINOIS; THE CHIEF OF THE DEPARTMENT OF

TRANSPORTATION, 100 EAST RANDOLPH STREET,
CHICAGO, ILLINOIS.



RECIPIENT