

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

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AGREEMENT, made this 31st day of December, 1992, between
GARY KOZAK, Seller, and
MICHAEL OLSZEWSKI and or his nominee, 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 27 IN SECOND ADDITION TO PARKHOLME, A SUBDIVISION OF THE WEST PART OF BLOCK 15, IN GRANT LAND ASSOCIATION'S RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. \$31.50
DEPT-01 RECORDING T40010 TRAN 0781 03/18/93 15:36:00
COMMONLY KNOWN AS: 2105 SOUTH LARAMIE, CICERO, ILLINOIS \$6749 * -93-205461
P.I.N. 16-21-424-003 Vol. 042
COOK COUNTY RECORDER
93205461

and Seller further agrees to furnish to Purchaser on or before December 23, 1992, 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 Greater Illinois Title Company, 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 SELLER's attorney

the price of sixty-five thousand and no/100 (\$65000.00) Dollars in the manner following, to-wit:
a. \$6,500.00 in accordance with the real estate sale contract dated December 31, 1992 all no later than initial closing on January 31, 1993;
b. \$58,500.00 balance in accordance with paragraph "1" of RIDER 1A1 attached hereto and hereby incorporated herein.

with interest at the rate of eight per cent per annum payable as per attached RIDER 1A1 on the whole sum remaining from time to time unpaid.
Possession of the premises shall be delivered to Purchaser on initial 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) ~~the rights of all persons claiming by, through or under Purchaser;~~ (c) the rights of all persons claiming by, through or under Purchaser; (d) ~~the rights of all persons claiming by, through or under Purchaser;~~ (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 eight 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. Over \$500.00 Purchaser furnish waiver & release to and indemnify 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 title, 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.

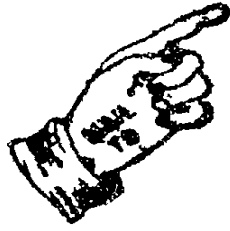
9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, 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 thereof to Seller

*Strike out all but one of the clauses (a), (b) and (c).

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The Law Firm of
Edward G. Brown
2454 East Despersier Street
Chicago, Illinois 60616



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The Law Firm of
Edward G. Brown
2454 East Dempster Street
Chicago, Illinois 60616

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5. In the event of default by PURCHASER of the obligation to make any payments under either paragraph "1" or "2" of this rider, SELLER shall serve upon PURCHASER written notice of such default and shall afford PURCHASER 30 working days after the posting by SELLER of such notice to cure said default. Failure of PURCHASER to cure within said time shall constitute PURCHASER'S default of this agreement and shall allow SELLER to proceed with whatever remedies may be available in law and in equity.

4. In addition to the principal and interest payments set forth hereinabove PURCHASER is responsible for the property's real estate tax payments commencing with the payment of the 1992 tax bill. Proof of all real estate tax payments shall be given to SELLER within 30 days of the due date of any said payment. At closing, PURCHASER will deposit with SELLER, real estate tax credits received from SELLER for 1992 taxes through December 31, 1992.

3. On or before the 15th of every month of each succeeding month for 90 consecutive months the PURCHASER shall make payments of principal and interest to the SELLER in accordance with a new fixed schedule whereby PURCHASER'S new payments shall be equal to the balance due and owing amortized over 90 months at the one year Treasury Bill rate but in no case to exceed 12%; all other terms to remain the same as under the original financing arrangement.

3. In the event that PURCHASER is unable to obtain the terms of refinancing described in "2" above after PURCHASER'S diligent efforts to do so and where SELLER is also unable to obtain said refinancing terms for PURCHASER should SELLER, in SELLER'S own discretion, attempt to do so; then SELLER agrees that the balance owing at this time shall be paid as follows:

2. At the end of 90 months, at which time the entire principal and any accrued but unpaid interest shall be due and owing, PURCHASER is to obtain refinancing which does not exceed 12% interest plus 1/2 points.

1. The balance of \$53,000.00 shall be paid as follows: \$53,000.00 shall be paid as follows:

a. On or before the 15th day of every month commencing June 1, 1993 and for the succeeding 89 months the sum of \$506.50, principal and interest at the rate of 8% per annum amortized over 15 years shall be paid by PURCHASER to SELLER. At all times under this agreement PURCHASER is to enjoy the unlimited privilege to prepay this loan at any time without penalty.

THIS RIDER is made a part of those certain ARTICLES OF AGREEMENT FOR WARRANTY DEED dated December 31, 1992 by and between GARY KOZAK, hereinafter referred to as "SELLER" and STANLEY OLSZEWSKI and MICHAEL OLSZEWSKI, hereinafter referred to collectively as "PURCHASER".

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The Law Firm of
Edward G. Brown
2454 East D. Foster Street
Chicago, Illinois 60616

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Handwritten signatures and a date stamp '1 0 1 2 0 1 0 1' at the top of the document.

10. SELLER warrants that there are only two mortgages against the property; a first mortgage with Harris Bank, located at, Hinsdale, Illinois and a second mortgage with Rina Raffaeli and that said mortgages will be current as of the date of initial closing. SELLER further warrants sole liability for satisfying said loans and agrees to indemnify and defend PURCHASER and said property against all claims arising out of any mortgagee's actions.

9. At such time as the PURCHASER has reduced the balance due hereunder to THIRTY-TWO THOUSAND FIVE HUNDRED (\$32,500.00) DOLLARS, SELLER will deliver a fully executed and acknowledged Warranty Deed in favor of the PURCHASER upon the PURCHASER delivering to the SELLER a Trust Deed and Note in the amount of the principal balance then owed and upon the same terms in favor of the SELLER and made against the property as security therefore but only upon PURCHASER'S timely (within 30 day's) written request.

8. For so long as there are any outstanding obligations to SELLER to make payments hereunder PURCHASER shall pay all of same while at the same time allowing SELLER reasonable inspection of the premises.

7. For so long as there are any outstanding obligations hereunder to make payments to SELLER, PURCHASER shall carry replacement insurance coverage for the premises including the standard loss payable provisions in favor of SELLER and PURCHASER. PURCHASER shall provide evidence of such insurance by producing the policy and paid receipt for the first year's premium and coverage at closing and thereafter shall produce a paid receipt on the first anniversary of the closing date and shall do so for each year thereafter.

c. Executed bill of sale for items of personal property to be transferred at initial closing and certified Affidavit of Title.

b. Executed Illinois state, Cook County and Town of Cicero transfer declarations. SELLER shall likewise give PURCHASER a credit for the state and county revenue stamps and transfer stamps for the Town of Cicero as of the date of initial closing. PURCHASER agrees to pay all state, county and town transfer fees upon final closing.

a. Fully executed and acknowledged Warranty Deed in favor of PURCHASER in accordance herewith subject only to those exceptions in paragraph "1" of the ARTICLES OF AGREEMENT.

6. Upon initial closing SELLER shall make the following deposits with EDWARD G. BROWN, ATTORNEY AT LAW:

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The Law Firm of
Edward G. Brown
2454 East Dempster Street
Chicago, Illinois 60618

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

[Handwritten signature]
PURCHASER:

[Handwritten signature]
SELLER:

December 27, 1992

December 27, 1992

13. PURCHASER agrees that PURCHASER'S interest hereunder is not transferable without the prior written consent of SELLER and that any attempt by PURCHASER to otherwise transfer PURCHASER'S interest herein would be ineffectual and would fall to give rise to any interest of a third party in the property.

12. At final closing (i.e., upon transfer of title), Purchaser shall be responsible for all title charges, survey charges, recording fees, revenue stamps and the like. SELLER shall be responsible for recording fees in connection with the release of the mortgage. Further, in the event that the transfer declaration fees charged by the Town of Cicero shall have increased since the date of the initial closing then SELLER hereby agrees to bear 1/2 of the increase over the amount credited to PURCHASER at the initial closing for same at the final closing.

11. Time is of the essence of this agreement.

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The Law Firm of
Edward G. Brown
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Suite 400
Des Plaines, Illinois 60016

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