

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

COOK COUNTY
RECORDER
JESSE WHITE
MARKHAM OFFICE

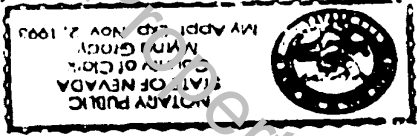
RECEIVED

25-370
2 PURC CTR
NOV 21 1993

DEED
LIBRARY
056299256
POSTAL ST
NICHOLS
#110004

GEORGE E. COLE
LEGAL FORMS

Witnessing Jacques L. Johnson, Bahns



STATE OF NEVADA
COUNTY OF CLARK
SUBSCRIBED AND SWORN TO ME THIS DATE
13 1993
NOTARY

2950

9300000

Sealed and delivered in the presence of
Jesse White

(SEAL) Jacques L. Johnson
(SEAL) [Signature]
(SEAL) [Signature]
(SEAL) [Signature]

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% 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 he 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 confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such 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 5040 S. Park Grove Court, Las Vegas, Nevada 89120, or to 14315 Manatee, Burham, Illinois 60633, or to the last known address of either party, shall be sufficient service hereof. 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, executor, administrators and assigns of the respective parties.

20) Seller warrants to Purchaser that no notice in 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.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

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RIDER A

Seller acknowledges a down payment by purchaser of Twenty Thousand Dollars (\$20,000.00). The remaining \$67,000.00 is payable with interest at the rate of 12% per annum in installments (including principal and interest) as follows:

copy
[Signature]

\$500.00 or more on the 7th day of June, 1992, and \$500.00 or more on the 7th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th day of May, 2002. If paid after the 7th day, a late penalty of \$30.00 will be assessed against purchaser.

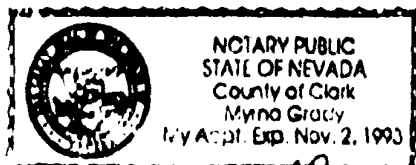
On or after May 31, 1992, the purchaser shall have the right to prepay all or any part of the principal at any time or times with interest to date of payment without penalty. If purchaser wishes to prepay prior to said date, purchaser must pay a penalty of 1% of remaining principal balance at time of payment.

Buyer to pay all insurance premiums on and to keep in effect a Hazard insurance policy naming the Seller as an insured to an amount equal to the remaining balance owed on the purchase price. Buyer to provide Seller with proof of same.

Buyer to provide Seller with proof of payment of Real Estate taxes at least 14 days prior to date that the actual taxes are due.

Carlos J. Martinez
Teresa Martinez
PURCHASER

Jacque L. Johnson Boh
SELLER



Myrna Grady
August 13, 1992

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Property of Cook County Clerk's Office

John Pelkey
1400 Torrence Rd
CALUMET CITY, ILL
60409

MAIL
OFFICE

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