

CAUTION: Consult a lawyer before using or acting under this form. Remember the publisher not the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

94682696

AGREEMENT, made this 25th day of July, 1994, between

CARL GARCIA, Beneficiary of Cole Taylor Bank Tr. #87-185 dated 11-13Seller, and
RONALD VILA a/k/a RON VILA, 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 RECORDING 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:

SEE RIDER ATTACHED HERETO DEPT-01 RECORDING \$33.50
T#2222 TRAN 6346 08/02/94 14:48:00
\$7580 + KEP # - 74-682696
COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): SEE RIDER ATTACHED HERETO

Address(es) of premises: SEE RIDER ATTACHED HERETO at purchasers expense and if purchaser requests and Seller further agrees to furnish to Purchaser before 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 Chgo Title Insurance Company, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois; (c) merchantable abstract of title, 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 CARL GARCIA - 913 W. 35th Pl.
Chicago, IL 60609

the price of THIRTY-FIVE THOUSAND & NO/100ths (\$35,000.00) DOLLARS Dollars in the manner following, to-wit: \$337.76 or more on the 25th day of August, 1994 and \$337.76 or more on the 25th day of each month thereafter until said loan is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 25th day of July, 1999.

with interest at the rate of 10% per cent per annum payable monthly (included with principal payment on the whole sum remaining from time to time unpaid).

Possession of the premises shall be delivered to Purchaser on July 25, 1994.

Buyer assumes any water bill up to a total of \$500.00, 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 1993 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 and subsequent year.

It is further expressly understood and agreed between the parties hereto that: 2nd Inst.

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% 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.

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

EE
B
350

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

RONALD VITIA, BUYER
(SEAL)
CARL GARCIA, SELLER
(SEAL)
Carl Garcia
(Signature)

Sealed and Delivered in the presence of

YEAR FIRST ABOVE WRITTEN,
IN WITNESS WHEREOF, the parties to this agreement have set their hands and seals in duplicate, this 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
ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of such
provision which exists in the dwelling structure before the execution of this contract has been received by the Seller, his
violation which violates to Purchaser that no notice from any city, village or other governmental authority of a dwelling code
violated to and be obligatory upon the heirs, executors, administrators and assignees of the respective parties.
20. Seller warrants that no notice of the cause of this contract has been received by the Seller, his
agent to and be liable to him for damages to the expenses herein contained shall
19. The time of payment shall be of the cause of this contract, and the covenants and agreements herein contained shall
be given or made on the date of mailing.
Purchase at RONALD VITIA - 3420 S. Paxton St. Ave., Chgo., IL
or to
GAPT, CABC TA - 913 W. 35th Pl., Chgo., IL 60609
60616
18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at
pluribus

herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as
herein and there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used
in this paragraph given by such persons jointly and severally.
17. If there be more than one person designated as "Purchaser" in any notice or demand from such state to this State
judgment or judgment, Purchaser hereby expressly waiving all right to any notice or demand under any statute of appeal from such
together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal such as may be due,
and service thereof, and costs of any notice Purchaser's application for record, value process
Purchaser hereof, and consequences herein to Seller in favor of Seller, or Seller's assignees, for such sum as may be due,
16. Purchaser hereby irrevocably constitutes any attorney of record, in any court of record, in Purchaser's name, on default by
Seller to perform his agreement given to Seller in writing, to any other right herein given.
15. The remedy of Seller hereof is given to Seller in case of
default or breach, or for any other reason herein to Seller shall not be exclusive of any other remedy, but Seller shall, in case of
equity, and shall have the right to maintain and prosecute any and every such remedy, notwithstanding or otherwise,
Seller agrees to 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 this agreement, and Purchaser will pay to Seller all
costs and expenses, including attorney's fees, incurred by Seller in enjoining Seller against performance of this
agreement and incurred in any action taken by Seller against Seller on account of the provisions and provisions of this
contract or agreement, including attorney's fees, incurred by Seller in any action taken by Seller against Seller on account of any
liability or obligation on Seller's part to account to Purchaser thereafter for any charge.
13. In the event of the termination of this agreement by lapse of time, Seller or otherwise, all improvements
finished or unfinished, which may be upon the premises by Seller shall belong to and be the property of Seller, whether
Purchaser in any of the provisions hereof, this agreement shall be null and void as so concluded by the filing
by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by
Seller, herunder, this agreement shall be declared null and void 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 so rented.
11. In case of the failure of Purchaser to pay to Seller, with interest at $1 \frac{1}{2}$ per cent per annum until paid.
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 $1 \frac{1}{2}$ per cent per annum until paid.
10. If Purchaser fails to pay taxes, assessments, insurance premiums, or any other item which Purchaser is obligated to pay
covenants herunder, this agreement shall, at the option of Seller, be forfeited 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.

UNOFFICIAL COPY

3 0 6 9 4 6 3 2 - 9 0

THIS RIDER ATTACHED TO AND MADE A PART OF A CERTAIN
PRELIMINARY CONTRACT FOR ARTICLES OF AGREEMENT DATED
JULY 25, 1994 BETWEEN CARL GARCIA, SELLER AND RONALD VILA
a/k/a RON VILA TO SELL THE PROPERTIES LEGALLY DESCRIBED AS:

Lot 92 in H. O. Stone's Addition to Chicago, a Subdivision
of the East 10 acres of the North 20 acres of the West 1/2
of the Northeast 1/4 of Section 8, Township 38 North, Range
14, East of the Third Principal Meridian, in Cook County,
Illinois.

(ADDRESS: 1025 W. 48th Street - Chicago, IL
PPI: 20-08-203-037-0000)

Lot 63 in H. O. Stone's Addition to Chicago, a Subdivision
of the East 10 acres of the North 20 acres of the West 1/2
of the Northeast 1/4 of Section 8, Township 38 North, Range
14, East of the Third Principal Meridian, in Cook County,
Illinois.

(ADDRESS: 1027 W. 47th Street - Chicago, IL
PPI: 20-08-203-014-0000)

Lot 92 in H. O. Stone's Addition to Chicago, a Subdivision
of the East 10 acres of the North 20 acres of the West 1/2
of the Northeast 1/4 of Section 8, Township 38 North, Range
14, East of the Third Principal Meridian, in Cook County,
Illinois.

(ADDRESS: 1030 W. 48th Street - Chicago, IL
PPI: 20-08-203-036-0000)

IF ANY OF THE ABOVE PARCELS ARE SOLD WITHOUT THE CONSENT OF
THE MORTGAGE HOLDER THEN ALL SUMS DUE UNDER THE ARTICLES OF
AGREEMENT FOR WARRANTY DEED SHALL BECOME DUE AND PAYABLE.

It is also agreed between the Buyer and Seller that the
Buyer will remove the first floor tenant, namely,
ALICIA SANCHEZ, from the premises commonly known as:
4857 S. Union Avenue - Chicago, Illinois on or before
July 25, 1994.


CARL GARCIA, SELLER


RONALD VILA a/k/a
RON VILA, BUYER

94682696

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Ronald Vila
3420 N Parnell St
Chicago IL 60616