

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 4th day of August, 1994, between  
Jolanta Lazarczyk and Joanna Jonowski, Seller, and  
Edward R. Adler and Carol Fredda Adler, 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 59 IN E. RANDOLPH SMITH'S SUBDIVISION OF BLOCK 34 IN SHEFFIELD'S ADDITION TO CHICAGO WEST 1/2, OF THE SOUTH 1/2 OF THE SE4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 14-31-418-035-0000

Address(es) of premises: 1736 N. Honore, Chicago, Il. 60622

and Seller further agree to furnish to Purchaser on or before August 1, 1995, 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 A.N.T.N., 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

Wojewnik & Wojewnik, Ltd. Attorneys at Law 5717 N. Milwaukee, Chicago, Il. 60646

the price of \$250,000.00  
Dollars in the manner following, to-wit: \$2,500.00 due and payable on August 4, 1994; the sum of \$2,300.00 due and payable on Sep. 1, 1994, Oct. 1, 1994 and Nov. 1, 1994 (the paid sum of \$4,000.00 is earnest money and the payment of \$5,400.00 is interest); and nine (9) successive payments of interest of \$1,350.00 per month, commencing Dec 1, 1994 with a full final balance of \$246,000.00 on Aug. 1, 1995.

Possession of the premises shall be delivered to Purchaser on August 4, 1994

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.

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 1994 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 Seller; (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 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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).

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paid

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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
6/25/80	1.75	4000.00	Wojewnik & Wojewnik Ltd.
6/25/80	1.75	4000.00	Wojewnik & Wojewnik Ltd.
6/25/80	1.75	4000.00	Wojewnik & Wojewnik Ltd.



WOJEWNIK & WOJEWNIK LTD.  
ATTORNEYS AT LAW  
5717 N. MILWAUKEE AVE.  
CHICAGO, IL 60646

COOK COUNTY RECORDER  
JUL 1 5 60666  
TRAN 1672/80 2809 4000.00  
6/25/80

GEORGE E. COLE  
LEGAL FORMS

10. If Purchaser fails to pay...  
 11. In case of the failure of Purchaser to make any of the payments...  
 12. In the event this agreement shall be declared null and void...  
 13. In the event of the termination of this agreement...  
 14. Purchaser shall pay to Seller all costs and expenses...  
 15. The remedy of foreclosure hereon given to Seller shall not be exclusive...  
 16. The time of payment shall be of the essence of this contract...  
 17. If there be more than one person designated herein as "Seller"...  
 18. All notices and demands hereunder shall be in writing...  
 19. The time of payment shall be of the essence of this contract...  
 20. The time of payment shall be of the essence of this contract...  
 21. If any provision of this agreement shall be prohibited by or invalid...  
 IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Signed and Delivered in the presence of

*[Handwritten Signature]*

*[Handwritten Signature]*

(SEAL) (SEAL) (SEAL) (SEAL)

Rider to installment agreement for warranty deed dated August 4, 1994, for the premises known as: 1736 N. Honore, Chicago, IL 60622 is made a part of this installment agreement.

Seller warrants that there are no outstanding building code violations at present.

Purchaser shall have until the 5th day of each month to make the monthly payment.

28355276

# UNOFFICIAL COPY

RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED AUGUST 4, 1994, FOR THE PREMISES KNOWN AS:  
1736 N. HONORE, CHICAGO, IL. 60622

1. Bill of Sale: The following items of personal property are also transferred to the Buyer, for which a Bill of Sale will be give at the final closing but title to said property shall remain with the Seller until the final closing:

Refrigerator, Stove, Dishwasher, Washer and Dryer

2. Seller gives buyer a credit for the purchase and installation of the washer and dryer. Said credit shall be the actual cost of the washer and dryer and in no event to exceed \$1,100.00. Said credit shall be given at the final closing. Title to said washer and dryer shall remain in the seller until the final closing.

3. Seller shall be responsible for the payment of real estate property taxes up until the final closing date. At the final closing, taxes shall be prorated at 110% of the last ascertainable year.


4. Buyer shall be responsible for all utility bills after the date of possession.

5. Buyer is to provide a firm mortgage commitment letter, to complete the final closing, in the minimum amount of \$220,000.00 on or before June 15, 1995.

6. Closing: The "initial closing" shall occur on August 4, 1994, at 5501 West Irving Park Road, Chicago, Illinois 60641. Final closing shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed on August 1, 1995.

7. Condition of Property: Notwithstanding anything to the contrary contained in this Contract, Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof and basement are free of leaks, to the best of seller's knowledge, and will be so at the time of initial closing.

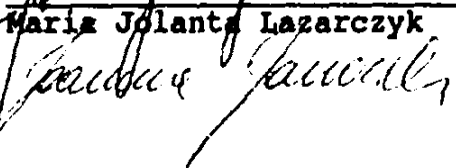
Buyer:

  
Edward R. Adler

  
Carol Fredda Adler

Seller:

  
Maria Jolanta Lazarczyk



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