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MAKES ANY WARRANTY WITH RESPECT THEREOF, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

AGREEMENT, made this 18th day of January, 1994, between

LOUISE HODGES and ALONZO PRUITT Seller, and

ALBERT M. WARE and BEVERLY A. WARE 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 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 1 and the North 5 feet of Lot 2 in Block 7 in Resub-
division of Blocks 1 through 8 inclusive (except the
North 134 feet of Blocks 1 and 2 and except the North
60 of the South 350 feet of Blocks 7 and 8) in Lyons
Subdivision of the West half (W₂) of the Northwest quar-
ter (NW₄) of Section 18, Township 38 North, Range 14, East
of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Real Estate Index Number(s): 20-18-210-021

Address(es) of premises: 5600 South Honore Ave. Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before 19 at Seller's expense, the following evidence of title to the premises: (a) Owner's title insurance policy in the amount of the price, issued by CHICAGO TITLE AND TRUST CO., (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 Philip B. Williams 445 East 87th Street, Chicago, Illinois 60619

the price of TWENTY FIVE THOUSAND and NO/100 (\$25,000.00) Dollars in the manner following, to-wit: Purchasers shall pay to Sellers One Hundred Ninety Seven and 70/100 dollars (\$197.70) on the first of the month following the signing of this agreement and One Hundred Ninety Seven and 70/100 dollars (\$197.70) on the first day of each and every month thereafter until the balance of Twenty Five Thousand and No/100 is paid in full, with interest at the rate of Five (5) per cent per annum payable monthly on the whole sum remaining from time to time unpaid. In event that LOUISE HODGES dies during the term of this agreement, then any unpaid balance then due will be deemed paid. Possession of the premises shall be delivered to Purchaser on date stated above.

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 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 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 _____ per cent per annum until paid. All expenses must be borne by Purchaser.

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).

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BOX 333-CTI

Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

COOK COUNTY, ILLINOIS
RECORDED
1994 OCT 13 AM 10:38
94880476

GEORGE E. COLE
LEGAL FORMS

Chicago, Illinois.

This instrument was prepared by: PHILIP B. WILKINS, Notary Public for the State of Illinois.

NOTARY PUBLIC
PHILIP B. WILKINS
NOTARY PUBLIC FOR THE STATE OF ILLINOIS
My Commission Expires 8-27-97

Notary Public
CAROL A. THOMPSON
My Commission Expires 8-12-95

Subscribed and sworn to before me this 21st day of September, 1994.
Notary Public
SIGNED: *[Signature]*
SIGNED: *[Signature]*
SIGNED: *[Signature]*
SIGNED: *[Signature]*

Scaled and Delivered in the presence of

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

the remaining provisions of this agreement.
effective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be

20. Seller warrants to Purchaser that no notice, in any city, village or other governmental authority of a dwelling code

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall

Purchaser at 106 Hunt Trail, Barrington, IL, 60010

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay

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August 25, 1994

THIS IS TO CERTIFY THAT THE POWER OF DIRECTION IN THE TRUST #
9729 IN CHICAGO CITY BANK AND TRUST COMPANY DATED JUNE 18, 1973
WHICH HOLDS HOLDS TITLE TO THE PREMISES AT 5600 SOUTH HONORE,
CHICAGO, ILLINOIS VESTS SOLELY IN LOUISE PRICE HODGES, a/k/a
LOUISE DUMETZ HODGES, LOUISE P. HODGES.



Louise Price Hodges

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07/11/2010