

INSTALLMENT AGREEMENT
FOR WARRANTY DEED
(ILLINOIS)

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94912984

GEORGE R. COLE®
LEGAL FORMS

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.

024th day of October, 1994, between Midwest Trust Services, Inc., successor Trustee to Midwest Bank & Trust Company, Trustee, Trust Number 82-09-3937, Seller, and

Gerardo Janno and Lotte La Garetn, d/c/o H.H. Peartree Co., 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
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 41 IN BLOCK 1 IN KRALOVIC AND KASPERS SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST
1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
(EXCEPT THE SOUTH 44 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

94912984

Permanent Real Estate Index Number(s): 16-26-207-032

Address(es) of premises: 2228 Kedzie Ave., Chicago, IL 60634

and Seller further agree to furnish to Purchaser on or before 10/26/94, 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
Intercounty Title 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 Michael O'Malley & Walter

E. Cuneo, 6113 W. Belmont, Chicago, IL 60634, Ph. # 312 889-6756

the price of \$82,000.00 Dollars in the manner following, to-wit: DEPT-01 RECORDING \$29.50

Per attached Rider T49999 TRAN 5970 10/26/94 09:23:00
\$9626 P DW #--94-712984
COOK COUNTY RECORDER

On or about the 26th day of October, 1994, Seller and Purchaser do hereby agree to sell and purchase the above described real estate with interest at the rate of 10.5% per cent per annum payable by Purchaser to Seller monthly in equal installments on the whole sum remaining from time to time unpaid. 94912984

1. Possession of the premises shall be delivered to Purchaser on closing date, 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 1994 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 1994 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 ~~now 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 10.5% 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).

JGD/DR

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Received on within Agreement
the following sums

Date _____
Month _____ Year _____
At _____

MADE PART HEREOF
ATTACHED TO AND
SEE EXCUPATORY RIDER
BANK AND TRUST COMPANY, INC., SUCCESSOR TO INTERWEST
MIDWEST, FIRST SERVICES, INC., and Trust Administrator
of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be
ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or
22. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be
ineffective within to years of the date of execution of this Agreement, unless otherwise provided by this Rider, this
provision which extends to the following structure before any village or other government authority of a dwelling code
20. Seller warrants to Purchaser that no notice from any city, village or other government authority of a dwelling code
extended to and obligates upon the heirs, executors, administrators and assigns of the respective parties
19. The time of payment shall be of the essence of this contract, and the government and agreements herein contained shall
be given on the date of mailing.

Purchaser at _____ shall be sufficient service thereof. Any notice of demand mailed as provided herein shall know written
of either party, shall be sufficient service thereof. Any notice of demand or demand by registered mail to Seller in
18. All notices and demands hereinafter shall be in writing. The mailing of a notice or demand by registered mail to Seller in
heir or be more than one person designated herein, although expressed in the singular, shall be read and construed as
17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words whenever used
within this paragraph given is given by such persons jointly and severally.

and service thereof, unless justly demanded, together with all right to any notice of demand under this Rider
and together with the costs, such suit, including attorney's fees, costs, damages, expenses, for which suit may be due,
and service thereof, to either party, to either party of Seller, or Seller's assigns, for which suit may be due,
Purchaser who made a party to this Agreement, to either party of Seller, or Seller's assigns, on demand by
16. Purchaser hereby irrevocably consents any attorney of any court of record, in Purchaser's name, on behalf of
the attorney, and attorney's fees, in addition to any other right herein given.

15. The remedy of Purchaser herein given to Seller shall not be exclusive of any other remedy, given by law or
equity, nor by any other reason herein mentioned, have every other remedy given by this Agreement or by law in
case of damage, except by Seller in part or in full and every other remedy given by law in case of damage, but Seller shall, in case of
Seller agrees on or under this Agreement, to pay Seller all costs and expenses, including attorney's fees, incurred by Seller in any proceeding brought by
expenses and damages, including attorney's fees, incurred by Seller in enforcing any of the provisions herein, and all such
Proceeding to which Seller may be made a party by reason of being a party to this Agreement, and Purchaser will pay to Seller in
liability or obligation on Seller's part to agree to pay the Purchaser's attorney's fees, incurred by Seller in any action or
13. In the event of the termination of this Agreement by Seller, with whom may be put upon the Purchaser shall be liable for any part thereof.
by Seller in any of the provisions hereof, this Agreement shall be null and void by Seller on account of any difficulty, breach or violation by
12. In the event this Agreement is breached null and void by Seller on account of any difficulty, breach or violation by
Purchaser in any of the provisions hereof, this Agreement shall be null and void by Seller in the following manner:
Seller suspended, and in such event Seller shall have the right to re-enter and take possession of the premises
by Seller suspended, and in such event Seller shall be entitled to pay Seller in full damages and liquidated damages
11. In case of the failure and payable to Seller, with intent to make any of the payments or performance of Purchaser
hereunder, Seller may elect to pay such items and any amount so paid shall become in addition to the purchase price
10. If Purchaser fails to pay such amounts or any other item which Purchaser is obligated to pay
immediately due and payable to Seller, with intent to pay such items and any amount until paid.

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Seller suspended, and in such event Seller shall be entitled to pay Seller in full damages and liquidated damages
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10. If Purchaser fails to pay such amounts or any other item which Purchaser is obligated to pay
immediately due and payable to Seller, with intent to pay such items and any amount until paid.

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN
INSTALLMENT AGREEMENT FOR DATED 10/14/94
TRUSTEES DOED
AND EXECUTED BY MIDWEST TRUST SERVICES, INC., SUCCESSOR
TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, UNDER TRUST
AGREEMENT #82-09-3932:

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Trust Services, Inc. as Successor Trustee to Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Trust Services, Inc., as Successor Trustee to Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Trust Services, Inc., as Successor Trustee to Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

*Received by
Monitor Realtors
6113 W. Belmont
Chicago IL*

94912984

Mr. Michael O'Malley

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RECEIVED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS

ON APRIL 21, 1977, FROM THE ATTORNEY FOR DEFENDANT,

JOHN J. KELLY, JR., ATTORNEY FOR DEFENDANT,

JOHN J. KELLY, JR., ATTORNEY FOR DEFENDANT,

JOHN J. KELLY, JR., ATTORNEY FOR DEFENDANT,

Property of Cook County Clerk's Office
Court of Appeals
Case No. 76-1000

PURSUANT TO

Handed to C. E. H.

REC'D APR 21 1977

RECORDED IN INDEX

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RIDER

22. Purchase Price. Buyers agree to pay to Seller, as the full purchase price for said premises, at such place as may be specified by Seller, the amount of \$82,000.00, such sum to be due and payable as follows:

a. The purchase price, in the sum of \$82,000.00 together with interest on the balance from time to time remaining, and broken down as follows:

i.) \$16,400.00 down payment to be paid at closing.

ii.) Payment of \$65,600.00 of contract balance payable at 10.5% interest amortized over a ten year period with a 3 year balloon, per the attached amortization schedule.

1.) monthly principal and interest	\$885.18
2.) tax escrow	\$ 82.05
Total Monthly Payment	\$967.23

iii.) If the payment has not been received by the seller by the 5th day of the month in which payment is due, the purchaser shall add \$50.00 to the principal amount owed and interest will be recalculated at a rate of 1-1/2% per month on the remaining principal until such time as account is brought current. If payment is not received by the 15th day of the month, the seller shall send notice of default to purchaser by certified mail in which they will state an intention to declare forfeiture under the contract. Once this notice has been sent, \$50.00 shall be added to principal amount owed as a minimum cost of said procedure. The mailbox rule shall apply to this paragraph. *M.C.
G.T.
SOLICIT
R.G.*

23. Taxes. Purchaser shall pay an amount equal to 1/12 of the yearly general real estate taxes into an escrow to be held by the seller and seller shall pay said real estate taxes as they become due. If the funds held by seller at any time is not sufficient to pay the taxes when due, seller shall notify buyer and in such case buyer shall pay to seller the amount necessary to make up the deficiency.

Fernando Tasso

Leticia Garcia

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PRESIDEN

Property of Cook County Clerk's Office

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INTEREST RATE = 10,500
AMOUNT OF LOAN = 65,600.00

PAYMENT DATE	PAYMENT AMOUNT	INTEREST	APPLIED TO PRINCIPAL	BALANCE
11/01/94	885.18	574.00	311.18	65,288.82
12/01/94	885.18	571.28	313.90	64,974.92
01/01/95	885.18	568.53	316.65	64,658.27
02/01/95	885.18	565.76	319.42	64,338.85
03/01/95	885.18	562.96	322.22	64,016.63
04/01/95	885.18	560.15	325.03	63,691.60
05/01/95	885.18	557.30	327.88	63,363.72
06/01/95	885.18	554.43	330.75	63,032.97
07/01/95	885.18	551.54	333.64	62,699.33
08/01/95	885.18	548.62	336.56	62,362.77
09/01/95	885.18	545.67	339.51	62,023.26
10/01/95	885.18	542.70	342.48	61,680.78
YEAR 1 TOTAL	10,622.16 *	6,702.94 *	3,919.22 *	
11/01/95	885.18	539.71	345.47	61,335.31
12/01/95	885.18	536.68	348.50	60,986.81
01/01/96	885.18	533.63	351.55	60,635.26
02/01/96	885.18	530.56	354.62	60,280.64
03/01/96	885.18	527.46	357.72	59,922.92
04/01/96	885.18	524.33	360.85	59,562.07
05/01/96	885.18	521.17	364.01	59,198.06
06/01/96	885.18	517.98	367.20	58,830.86
07/01/96	885.18	514.77	370.41	58,460.45
08/01/96	885.18	511.53	373.65	58,086.80
09/01/96	885.18	508.26	376.92	57,709.88
10/01/96	885.18	504.96	380.22	57,329.66
YEAR 2 TOTAL	10,622.16 *	6,271.04 *	4,351.12 *	
11/01/96	885.18	501.63	383.55	56,946.11
12/01/96	885.18	498.23	386.90	56,559.21
01/01/97	885.18	494.82	390.29	56,168.92
02/01/97	885.18	491.42	393.70	55,775.22
03/01/97	885.18	488.03	397.15	55,378.07
04/01/97	885.18	484.56	400.62	54,977.45
05/01/97	885.18	481.05	404.13	54,573.32
06/01/97	885.18	477.52	407.66	54,165.66
07/01/97	885.18	473.95	411.23	53,754.43
08/01/97	885.18	470.35	414.83	53,339.60
09/01/97	885.18	466.72	418.46	52,921.14
10/01/97	885.18	463.06	422.12	52,499.02
YEAR 3 TOTAL	10,622.16 *	5,791.52 *	4,830.64 *	

INTEREST RATE = 10,500
AMOUNT OF LOAN = 65,600.00

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PAYMENT DATE	PAYMENT AMOUNT	INTEREST	APPLIED TO PRINCIPAL	BALANCE
YEAR 4 TOTAL	0.00 *	0.00 *	0.00 *	
GRAND TOTAL	31,866.48**	18,765.50**	13,100.98**	

FINAL BALLOON PAYMENT OF \$52,958.39

Genaro Tasso
Petra Gómez

