INSTALLMENT AGREDMENT FOR WARRANTY DEED (ILLINGIB)

batorficial copy 192

ACREMENT THE TRUST U/T 25	er individuxoly and -7239 and american N	DECEMBER ON BEHALF OF ATIONAL BANK	Ad whiteway 11/m	JOD NS, between
25-7250 ABUN	DANT LIFE ENTERPRISE	S AND FOUNDA	rion, inc.	Purchaser
WITNESSETH, that covenants and agrees to	if Purchaser shall first make the pay convey to Purchaser in fee simple	ments and perform) by Seller's S'''	urchuser's covenants herec	nder, Seller hereby recordable
dresolvideed, with wai	ver of homestead, subject to the n d State of The INOIS	ratters hereinnfter sp scribed as follows:	ecified, the premises situat	ed in the County of
LEGAL DESCRIPTHERETO).	TION ATTACHED HERETO	AND MADE A I	PART HEREOF BY RI DEFT-DI RECORDIA 10004 TRAN 080 14450 UF COOK COUNTY R	EFERENCE 3 07/21/95 12:00 ECORDER
nrmanent Real Estate i	Index Number(s): 20-24-42	7-015-1001-10 r - Chicago,	002-1003 ILLINOIS	<u>27°</u>
d Seller further agrees o following evidence HICAGO TITLE (ice formish to Purchaser on or before of the to the premises: (a) Own Trough (b) COMPANY (b) Children of Miles, showing merchangh I. And Furchaser hereby coveriting, and unaity such designation	re DELIVERY Coors tille insurance purchasites its insurance purchasites insurance purchasites insurance interesting in Seller (F DEED AR policy in the amount of the akddyxlkxdRogistricolf like on the date hereof, subject	: sdd:Colsk &liuti(५ ८ only to the matters
-	B OR AS DIRECTED BY			
e price of THREE HU	INDRED AND FIVE THOUS	AND & NO/100	(\$305,000.00)	

AND 1/12th OF THE ANNUAL INSURANCE PREMIUMS THEN BALANCE TO BE FIRST APPLIED TO MONTHLY AND BALANCE TO PRINCIPAL With interest at the rate of 10% _ per cent per annum payable

on the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchaser on THE PXECUTION OF THIS AGREEMENT

..., provided that Pu claser is not then in default under this agreement. 386 KE KNEW ARES, 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 19.24, are to be provided from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the aborating shall be done on the basis of the amount of the most recent ascertainable taxes. AND TO BE PAID BY SELVEP

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 1995 and subsequent years and all taxes, special assessments and special taxes levied after the due 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) casements 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 ordinates; (f) roads, highways, streets and alleys, if any; PURCHASER AGREES TO ACCEPT THE BUILDING IN 125 PRESENT "AS IS" PHYSICAL CONDITION, INCLUDING POSSIBLE SETTLEMENT OF THE

FOUNDATION.
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to 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 15% 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 thereot, 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, or all 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 Soller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferce 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. Purchasor shall keep all buildings at any time on the premises insured in Seller's name at Purchasor'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.

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- 10. If Purchaser finds to pay taxes assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder. Seller may elect to find a least and any food and so paid shall be care an addition to the purchase price immediately due and payable to seller, with interesting 1.22. The percentage annual intil 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 be so conclusively determined hythis siling by Seller by a whitehicklind the book of the provisions hereof, this agreement shall be null and void and be so conclusively determined hythis siling by Seller by a whitehicklind him by the book of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions hereof, this agreement shall be null and void and be so conclusively determined by this siling by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provisions are conclusively determined by the solution of the provision of the provisions are conclusively determined by the solution of the provision of th
- 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 are 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 coverants 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 and, including reasonable attorney's fees, and to waive all errors and right of appeal from such 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 he more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such person's jointly and severally.
- 17. If there be more than one person designeted 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 bereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1647 E. 91st STREET, CHICAGO, ILLINOIS 60617 or to

Purchaser at 2363 E. 70th STREET - CHICACO, ILLINOIS, or to the last known address of either party, shall be sufficient service thereof. Any notice of 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, executors, administrators and assigns of the respective parties.
- 20. Seller warrants to Purchaser that no notice from 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 Kryskikkinkockinks known known.
- 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. RIDER ATTACHED HERETO MADE A PART HEREOF

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and so its induplicate, the day and sur first above written.

Senled and Delivered in the presence of

MIRTISE LISTER

___(SEAL) ___(SEAL)

ABUNDANT LIFE ENTERPRISES

__ (SEAL)

AND FOUNDATION,

SEAL)

BY (/

PURCHÁSER

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9547619

lent

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Ridor to Articles of Agreement for Deed dated December 1994 by and between ABUNDANT LIFE ENTERPRISES AND FOUNDATION, INC. AS PURCHASER and MIRTISE LISTER, individually and on behalf of BANK OF REVENSWOOD AS TRUSTEE UNDER TRUST NO. 25-7239 AND AMERICAN NATIONAL BANK OF CHICAGO AS TRUSTEE U/T No. 7250 and made a part thereof by reference thereto.

Anything in the printed portion of this agreement to the contrary notwithstanding, the following provisions shall prevail and be binding.

- At the present time the Purchasers is the Lessee of the entire premises. Concurrently with the execution of this agreement, the said lease shall be mutually cancelled and all claims thereunder also mutually cancolled.
- If the prescribed monthly payments are not promptly paid 23. before the 10th day of the month there shall be a LATE CHARGE dug of \$100.00 for each payment made betweenthe 15th and 20th day of the month and thereater \$150.00. This charge is not a penalty but a reimbursement of additional costs incurred by Seller.
- The Purchasor has been in physical possession of the entire 24. property for the past year, knows the physical condition of the entire property and conquently is aware of any present defect and agrees to enter into this agreement and waives any past, present or future claim due to any required repairs to be made in the future.
- The Purchaser is a NOT FOR PROFIT CORPORATION. In the event 25. it secures a waiver for the payment of real estate taxes assessed on the premiser, it shal not affect the required monthly payment of \$4,000.00.
- Seller is hereby given permission to periodually enter the 26. premises, for the purpose of inspection and to determine if the provisions of this agreement are not in default.
- There was a Rental Security Deposit held by the Lessor under 27. the lease. The amount thereof has been accounted for between the parties hereto and deducted from the sales price hereunder.
- Upon the execution of this agreement any pending litigation 28. S O between the parties shall be dismissed by agreement of the parties.

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3/4/95

Price - 305000

1050000 1993-3 payments 3500 or 3150000 1994- Spriggets 3500 or 1110000 3 Dogust 3700 110 -3500 W Total 56,60000 305000000 5-6 600 or 288, 400 00 010 1/1/95 Poid Joney 4 mon in February 4 min. to be offled humber aviller subject to 1995 real extent tomes lined on 1994 lill present al 4 000.00 months

TIM JOHES - See Pres.

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