Palos Bank & Trust Company as trustee under trust \$1-3465 Richard and Sherry Simmons 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 Expatemen recordable remember deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situnted in the County of Cook _____ and State of ___ Illinois _described as follows: Parcol 1: Lot 23 in Shenandoah, a Subdivinion of Part of the Southwest 1/4 of Maction 20, Township 36 North, Range 12, Fast of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Education for ingress and egress over, under, through and across Lots 42 and 43 of Shenandosh aforesaid, for the use and benefit of Parcel 1, as defined and mot forth in the declaration recorded as Document Hydrox 16687 Thank, And Orland K All 92625640. みかは6・3コフェロネラ Goodersteenthed of dobuments and herebiscopy to the showing murchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby governants and agrees to pay to Seller, at such place at Seller may from time to time designate in writing, and until such designation at the collections. Legas Real Estate Caro. P.O. Box 866. Orland Park, 11 60462 the price of One hundred forty-wix thousand five hundred and no/100 Dollars in the manner following, to-win The payment of \$5000.00 upon the execution of the Installment Agreement for Deed and the payment of the sum of \$141,500.00 and interest from the date of closing on the balance of the principal remaining from time to time unpaid at the rate of 94% per annum payable in installments (including Principal and Interest) as follows: \$1300.00 upon the first day of December, 1994, and \$1300.00 on the first day of each and every month thereafter until the Principal amount and Interest is fully paid. All such payments on apopusphot they principle ness shall be first applied to interest on the unpaid principal because the remainder to principal. Purchaser shall in addition to the above payments, pay an amount equal to 1/12th of the annual general real estate taxes. ded The final payment of the purchase price and all accrued but unpaid interest and y / other charges as hereinafter provided if not somer paid shall be due on 12/31/97. hall 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 special taxes levied after the date hereof; 1994 and subsequent years and all times, special assessments and *Abaddunistas:ed*, gallakkabakkanlakapapapapapapapapapapapapapapapapapalidibik) (c) The rights of all persons claiming by, through or under Purchaser, (d) Ensements of record and party-walls and party-wall agreements, iUniy; (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 allays, if any; 95579555 (g) Shenandoah Townhouse Declaration. 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 Pirchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof. 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 eight per cent per until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to associated or be uguinst 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 und 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 transfere 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.

The undersigned hereby certiles = = = interest this is a true and actual coopy

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- 8. No extension, that igo notice of am nament that of this agreement of the windows of his agreement, and considered by Purchaser, and considered the purchaser, and considered whatsoever unless it shall be endorsed in writing on this agreement and he gred 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,
- 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obtigated to pay 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 sight per cent per annum until paid.
- 11. In case of the failure of Purchasor 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 sestained, and in such event Seller shall have the right to resenter and take possess. sion of the premises aforesaid.
- 12. In the event this agreement shall be declared null and sold by Seller on account of any default, breach or violation by Porchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
- 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. Purchase shall pay to Seller all easts and expenses, including attorney's fees, incurred by Seller in any netion of 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 agree act and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, spenses and altorney'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 for eithre 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 ramedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously of otherwise, with the exercise of the right of forfeiture, or any other right herein given.
- 16 Purchaser hereby irravocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants that s greenents herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trief by inry, 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 sult, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this fairs with reference to such suit or action. If there be more than one person above designated is "Purchaser" the power and authority in this purgraph given in given by such persons jointly and severally. and severally.
- 17. If there he more than one person designated percin as "Soller" or as "Purchaser", such word or words where ever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construct as plural.
- 18. All notices and demands hereunder shall be in wining. The mailing of a notice or demand by registered mail to Seller at P.G. Box 866, Orland Park, II. 60162

Purchaser at 1668%. Grants Trail. Orland Park, IL 60/62 known address of either party, shall be sufficient service thereof. Any nonce or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. ... or to the last

- 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 partles
- 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 Selier, his principal or his agent within 10 years of the date of execution of this contract.

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

James J. Martin, Jr., 200.												•••	95579555 (SEAL																	
Agreement sums	MELINED AT																											 (,	
on within A following su	PRINCIPAL														-	-,				-			 	<u>-</u>	_	<u> </u>				
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Scaled and Delivered in the presence of

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RIDER ATTACHED TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

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warr.	anty de	ed dat	edCon	cober 31	1994	, , , , , , , , , , , , , , , , , , , 	bet	Medi	Palos	Bank
	ust Con						1-3465,			
Sherry S	, enomali	as Pu	rchaser,	regard	ding P	arce	1 1:			

1. PRIOR MORTGAGES:

- Beller reserves the right to keep or place a morigage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this loginament, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises. No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, of their interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust test in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.
- b. Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.
- c. In the event Seller shell fail to make any payment on the indebtedness accured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obliqution, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer co protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.
- 2. Purchaser shall have the right to sell the property at any time after the signing of the agreement and Seller agrees to cooperate in the execution of any and all documents to facilitate the sale of said premises. If the premises are sold, Seller shall be entitled to only the balance of the principal and interest remaining in the sum of \$ 141,500.00° which remains unpaid.

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3. Seller and Purchaser agree that this installment agreement for Warranty Deed or a memorandum of the same shall be recorded upon its execution with the Recorder of Deeds of Cook County at Purchaser's expense.

Palos Bank & Trust Company as Trustee Under Trust No. 1-3465, as Seller and not personally

By: Jenna

Barbara A. Danaher, Aret. V.P./T.O.

Atteat

Mindel Community V. P. Manding

BOX 335

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