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AGREEMENT, made this 20TH day of DECEMBER, 1994, between

STEVEN M. TURK

95098207

Seller, and

LINDA KOMOSA

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:

UNIT 25-H TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE MALIBU CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 20686341, AS AMENDED FROM TIME TO TIME, IN THE EAST FRACTIONAL HALF (1/2) OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 14-05-215-015-1214

Address(es) of premises: 6007 N. SHERIDAN RD. #25H

and Seller further agrees to furnish to Purchaser on or before DEC. 20TH, 1994, 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 CHGO TITLE OR OTHER REPUTABLE COMP. (b) certificate of title issued by the Recorder of Deeds 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 STEVEN M. TURK

4520 GREENWOOD SKOKIE, IL 60076

the price of \$63,000.00

Dollars in the manner following, to-wit:

DOWN PAYMENT OF \$15,750.00 AND MONTHLY PAYMENTS COMMENCING ON JAN. 1ST, 1995 AND ON THE FIRST DAY OF EACH MONTH FOLLOWING THEREAFTER, ENDING ON DEC. 1ST, 1999 IN THE AMOUNT OF \$363.31 PRINCIPLE AND INTEREST, WITH A LUMP SUM PAYMENT ON DEC. 20TH, 1999 OF \$45,118.86

with interest at the rate of 8.5% per cent per annum payable AS SET FORTH ABOVE

~~on the whole sum remaining from time to time unpaid.~~ SEE ADDITIONAL TERMS IN ATTACHMENT #1

Possession of the premises shall be delivered to Purchaser on DEC. 20TH, 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. 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 proration 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:

- The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1999 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.
- 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. SEE ATTACHMENT #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 12% per cent per annum until paid. PURCHASER SHALL PAY UTILITIES.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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- 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated 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 1.2 per cent per annum until 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 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. 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 have 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 covenants 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 suit, 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 State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.
- 17. If there be more than one person designated 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 hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 4520 GREENWOOD SKOKIE, ILL 60076 _____ OR to

Purchaser at 6007 N. SHERIDAN ROAD #25H CHICAGO, ILL 60660, or to the last known address of either party, shall be sufficient service thereof. Any notice or 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 10 years of the date of execution of this contract.
- 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. **SEE ATTACHMENT 11.**

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

Sealed and Delivered in the presence of _____

X Robert R. Rowan (SEAL)

X _____ (SEAL)

_____ (SEAL)

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

95098207

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RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED DATED DECEMBER 20, 1994 BETWEEN STEVEN M. TURK (SELLER) AND LINDA KOMOSA (PURCHASER) FOR PROPERTY COMMONLY KNOWN AS 6007 N. SHERIDAN, UNIT 25H, CHICAGO, ILLINOIS

1. If any inconsistencies exist between this Rider and the form contract, the Rider is to control.

2. In the event Purchaser is not able to obtain financing in order to make the final lump sum payment of \$45,118.86 at time of balloon, upon written notice to Seller, of such fact, no later than December 1, 1999, Seller agrees to extend the closing date to December 20, 2001. In such event, Seller shall make monthly payments of \$363.21 from January 1, 2000 to December 1, 2001, and then make a final lump sum payment of \$43,979.43 on December 1, 2001. All other terms and conditions of this agreement shall continue and remain in full force and effect during the extension time of the payment.

3. In addition to the monthly payments set out under the contract, the Purchaser shall pay to Seller each month together with principal and interest, an amount equal to 1/12 of the estimated property tax liability for such year. For the calendar year 1995, the amount that will be paid will be \$85.33. Said amount will be adjusted upon the issuance of the next years tax bill. All condominium assessments shall be paid by purchaser directly to the condominium association on the first day of each month. Failure to pay the condominium assessment will be a default.

4. This Rider, supersedes the real estate sale contract between the parties dated November 29, 1994, and, if any conflicts exist, this Installment Agreement For Warranty Deed shall be controlling.

5. Seller agrees to hold an executed deed in escrow, to establish delivery of the deed, which deed will be delivered when the final payment is made. In addition, Seller will also execute an Affidavit of Title and a Bill of Sale, all of which will be held in escrow by the attorney for the Seller until the completion of the payments to be made under the installment agreement.

6. Seller represents that there is currently a mortgage on the subject property. However, Seller represents that said mortgage balance does not exceed the amount that is due under this contract, nor will Seller ever place financing on this property that shall exceed the amount due under this contract. Further, should Seller fail to make the payments under the mortgage, Purchaser will have the right to make said mortgage payments and will have an offset right to the amount due under this contract, in

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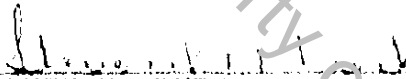
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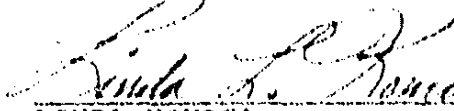
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the event said payments must be made directly to the first mortgage holder.

7. It is understood and agreed by and between the parties, that no title policy has been issued at time of the initial closing. The Seller will be responsible for payment of the title insurance policy at the time of final payoff, along with the state and county transfer taxes that will be charged and attributable to this sale at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Rider the date and year first written above.

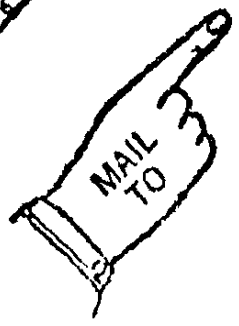
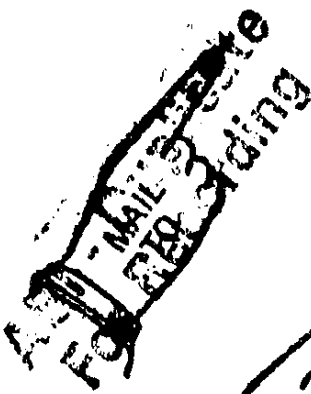

STEVEN M. TURK


LINDA KOMOSA

KOMOSA.RID

Prepared By And Mail To:

Phillip I Kersantel
7337 N Lincoln 203
Lincolnwood IL
60646-1704



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