

AGREEMENT, made this 14th day of NOVEMBER, 1994, between
Harold W. and Mary F. Thomas, husband and wife, 957-40-110, Seller, and

Curtis and Hilda Briggs, husband and wife, 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 installment agreement 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:

LOTS 3 TO 6, BOTH INCLUSIVE IN BLOCK 32 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT. OF

\$25.00

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\$2193 + DED - 955 - 14114500
COOK COUNTY RECORDER

and Seller further agree to furnish to Purchaser on or before Closing, 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 Illinois, (b) certificate of title issued by the Registrar of Titles of Cook County, (c) merchantable abstract of title*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 7. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, not until such designation at the office of Seller's Attorney

the price of Two Hundred Ten Thousand (\$210,000.00) Dollars in the manner following, to-wit: Fifty Thousand (\$50,000.00) at the time of closing.

The balance of One Hundred Sixty Thousand (\$160,000.00). Plus or minus CB prorations, paid in sixty (60) equal monthly installments plus one twelfth (1/12) monthly real estate tax and building insurance reserve CB payments with interest at the rate of 10% per cent per annum payable monthly (commencing 12/1/94 in the amount of \$3,399.54 per month) on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on Closing date or by mutual agreement, 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 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 20% 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)

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PROOF OF PROPERTY
200-34-231-042
8006-145 Cottage Grove, Ill. (high)

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DEPT. OF

26-30

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NO. 1000000
BRIDGE 1000000

THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS

Approved: [Signature] Date: [Date]

Received of [Name] the sum of [Amount] Dollars for [Purpose]

For [Purpose] on [Date]

By [Signature] [Title]

Witness my hand and seal of office this [Date] day of [Month] 19[Year]

Attest: [Signature] [Title]

mail to: Bruce Becker

08201186

Property of Cook County Clerk's Office

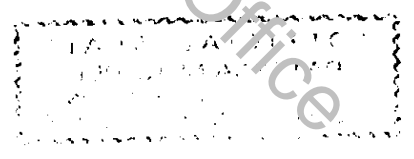
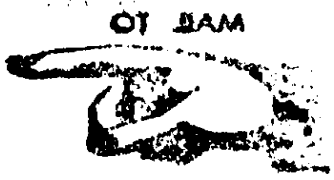
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Faint, mostly illegible text, possibly a legal document or official notice. The text is heavily obscured by noise and a large watermark.

Property of Cook County Clerk's Office

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Handwritten signatures and illegible text.



0110110

Received on 11/11/10
The following is received

UNOFFICIAL COPY

November 14, 1994

Sellers: Harold and Mary Thomas
Purchasers: Curtis and Hilda Briggs
Property: 8206-14 South Cottage Grove Avenue, Chicago, Illinois

AGREEMENT

The parties to this agreement are the sellers and purchasers above noted.

The Greater Illinois Title Company under commitment number 4174759 which was sent in anticipation of a closing under an installment agreement for deed between the sellers and purchasers discloses a recorded mortgage on the subject property to Central Federal Savings And Loan Association Of Chicago in the amount of \$70,000 on the subject property.

In consideration of the mutual obligations to close on the agreement Sellers and Purchasers agree:

- 1) To keep all payments current on the mortgage
- 2) To satisfy the mortgage in full on or before the purchasers payment of all amounts due under the contract for deed.
- 3) To provide the purchasers with current information that shows the payment of the mortgage to be current and in good standing.
- 4) that purchasers shall have the right to pay directly on the mortgage to Central Federal Savings And Loan at anytime Seller's required payments to Central are unpaid or late and to deduct the amount paid from the principal of the debt due under the contract for deed.
- 5) In the event that Central Federal Savings should require that tax and insurance escrows be maintained, the parties shall deposit their proportionate amounts in such escrows based on prorations or amounts which may be owed between the parties
- 6) Seller shall have the right to direct that purchaser make any payments directly to Central Federal Savings, reasonable notice anticipated.
- 7) Sellers agree to seek any repairs for roof work previously performed which is guaranteed to them and may not be assignable
- 8) other: Seller Agrees To Perform Necessary Roof Repairs or Replacements For 8206-14 South Cottage Grove within a Reasonable Time. Purchase will commence TAX ESCROW payment in August, 1995

05110150

Sellers: Harold Thomas Purchasers: Curtis Briggs
Mary Thomas Hilda E. Briggs

"OFFICIAL SEAL
PATRICIA M. KOBEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/23/97"

Subscribed and sworn to before me this 14th day of November, 1994.
Patricia M. Kobel
Patricia Kobel, Notary Public

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