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preferred land	· ·

AGREEMENT, made this 3rd day of October	
Charles Lebda and Doris J. Lebda, his wife	Seller, and
Humberto Santillanes	and the second s
WITNESSETf!, that if Purchaser shall first make the payments and perform Purchaser's coverants and agrees to convey to Purchaser in fee simple by Seller's <u>xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</u>	enants hereunder, Seller hereby
LATS 19 AND 20 IN BLOCK 32 IN THE THIRD ADDITION TO FRANKLIN P. SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE T. MERIDIAN IN COOK COUNTY, ILLINOIS.	

		uo.	a e COCACO
Permanent Real Estate Index 1	Number(s): 12-28	-226-019	·
Address(es) of premises: 99	70 W. Grand Ave.	, Franklin Park, II	60131
referred Land Title Insura-	(k) Articlet, showing merch Anti Purchaser hereby cov	certificate of this leaset to gate antable title in Selfer on the data enants and agrees to pay to Self	, 19 94, at Seller's expense, he amount of the price, issued by Bagistracocombination Country, thereof, subject only to the matters er, at such place as Seller may from
Charles Lebda and Dori	is J. Labala. 2925 Ha	wthorne, Franklin Park	, IL 60131

_, provided that Par maser is not then in default under this agreement.

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Rents, water taxes, insurance premiums and other similar items are to be objected pro rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 94 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 providing 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 to general taxes for the year 94 and subsequent years and all taxes, special assessments and special taxes levied after the care 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 Purchase, shall deliver to Seller duplicate receipts showing timely payment thereof.

4. Purchaser shall not suffer or permit any mechanic's lieu or other tien 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 assigning 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 whitsoever 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 sun; 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 falls to pay taxe, as essentins, instruction from on one treat which furchaser is obligated to pay-hereunder, Seller may elect to jay such the research in amount to paid thall become an addition to the putchase price immediately due and payable. Seller, will interest at the personnel and payable seller, will interest at
- 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 phyments 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 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 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 temedy, 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 judgmente. Sinchaser hereby expressly walving all right to any notice or demand under any statute in this State with reference to such subjudgment. 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 berein and the serbs and pronours associated therewith, although expressed in the singular, shall be read and construed as plural.
 - 18. All notices and demands hereunds, shall be in writing. The mailing of a notice or demand by registered mail to Seller at 2925 Hawthorne, Franklin Park, IL 60131

Purchaser at 9970 W. Grand Ave., Frank in Park, IL 60131 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, of ministrators and assigns of the respective parties.
- 20. Selies wassants 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.
- 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 it is a little and the remainder of such provision or the remaining provisions of this agreement.

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

Sealed and Delivered in the presence of

(SHAL) jantillanes rbo buyer .(SEAL) 12. (SEAL) Dery.a

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LEGAL FORMS

Lebdii (SEAL) Deris

Tax and insurance escrow payable for October and November 193 shall be \$700.00 Any payment of principal, interest and/or escrow paid and received after the per month. 15th day of the month shall be subject to a 5% penalty payment.

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