

UNOFFICIAL COPY

AGREEMENT, made this 10th day of October, 1990, between

JUAN ARANDA and JUANITA ARANDA, his wife, Seller, and ERNESTO MORENO and CONSUELO MORENO, his wife, not in Tenancy in Common, but in JOINT TENANCY, with the right of survivorship, 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 stamped 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, 4, 5 & 6 IN BLOCK 2 IN SUTHLANDS ADDITION TO CHGO HTS BEING THE SOUTH 7 ACRES OF LOT 8 OF CIRCUIT COURT PARTITION OF THE N.E 1/4 OF SECT. 31 AND W 1/2 OF N.W. 1/4 OF SECT 33, TWP. 35 N. RANGE 14 E. OF 3rd PM (EXCEPT RAILROAD) IN COOK COUNTY ILLINOIS 32-32-215-C33 E 21

SELLER shall furnish up-to-date survey showing all improvements thereon at the time of closing.

COMMONLY KNOWN AS: 3222 JACKSON AV, SO. CHGO. HTS, ILL 60411

and Seller further agrees to furnish to Purchaser on or before October 15, 1992, 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 a Licensed Illinois Title Company (b) certificate of title issued by the Registrar of Titles 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 TO THE ORDER OF JUAN ARANDA or JUANITA ARANDA, at P.O. Box 1518, Weslaco, TX 78596

the price of SIXTY THOUSAND and no/100 (\$60,000.00) \*\*\*\*\* Dollars in the manner following, to-wit: SEE RIDER ATTACHED. 96451450

The sum of \$4,500.00 \*\*, (which sum includes the earnest money heretofore paid) upon the signing of this Agreement by the parties hereto, the receipt of which is hereby acknowledged. The principal balance of \$55,500.00\*\*\*\*, with interest thereon at the rate of NINE percent annum payable monthly, on the whole amount of said principal sum remaining from time to time unpaid, said principal and interest payable as follows: the sum of \$709.32\*\*\*\* on the 15th day of NOVEMBER, 1990, and the sum of \$709.32\*\*\*\* or more on or before the 15th day of each and every month thereafter except that the then existing entire principal balance plus interest accrued shall be due and payable on October 15, 1992. Seller shall pay or cause to be paid the real estate taxes accrued up to the date hereof and Purchaser shall pay all real estate taxes accrued hereafter and such payments shall be timely paid as the real estate tax bills shall have been issued. Purchaser shall furnish Seller with evidence of hazard insurance covering the interests of all parties hereto.

The provisions of paragraph 5 of the body of the Installment Agreement are hereby emphasized and failure by the Purchaser to observe the terms and provisions thereof in the slightest manner shall be immediate cause for a declaration of forfeiture by the Seller of the said Agreement.

Paragraph 9 of the Installment Agreement for Deed is hereby amended to provide that any and all loss under the fire policy shall, at the purchaser's option, be used to restore the improvements or be applied to the balance due under the Installment Agreement.

Title to any personal property listed in the Installment Agreement shall not pass to the Purchaser until all of the terms and provisions of the said Installment Agreement have been fully complied with by the Purchaser.

- 7. No right, title or interest, legal or equitable, shall be acquired by any person other than the parties to this agreement by the operation 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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COOK COUNTY  
RECORDER  
JESSE WHITE  
MARKHAM OFFICE  
JAN 10 1967

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Property of Cook County Clerk's Office

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ON THESE COPIES AND ARE NOT ORIGINAL SIGNATURES."



*Emita minor*  
1399 State #3 st CHICAGO ILL 60641

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RECORDER  
JESSE WHITE  
MARKHAM OFFICE

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COOK COUNTY RECORDERS REQUEST

Property of Cook County, Illinois

**0004**	
RECORDIN	25.00
POSTAGES	0.50
96451480	#
SUBTOTAL	25.50
CASH	25.50

06/07/96

2 PURC CTR  
0013 MCH 11:49

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~~with interest at the rate of \_\_\_\_\_ per annum to be paid to \_\_\_\_\_ on the whole sum remaining from time to time unpaid.~~

Possession of the premises shall be delivered to Purchaser on date hereof, subject to rights of tenants in possession, 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 1990 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then met, it shall be done on the basis of the amount of the most recent ascertainable taxes, upon issuance of the 1990 real estate tax bill.

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 1990 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 11.0 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 ~~(to the Seller)~~ (to Seller).

\*Strike out all but one of the clauses (a), (b) and (c).

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10. If Purchaser fails to pay any such taxes, assessments, or premiums of any kind which Purchaser is obligated to pay hereunder, Seller may elect to pay such taxes, assessments, and any amount so paid shall be in addition to the purchase price immediately due and payable to Seller, with interest thereon at 10% 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 behalf of 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 <sup>regular</sup> ~~registered~~ mail to Seller at P.O. Box 1618, Weslaco, Texas 78596 or to

Purchaser at 3222 Jackson Ave, South Chgo Hts, Il 60411, 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 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 time 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.

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

[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)

COOK COUNTY RECORDER REQUEST

"THE SIGNATURES OF THE PARTIES TO THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
			COOK COUNTY RECORDER
			JESSIE WHITE
			MARKHAM OFFICE

GEORGE E. COLE

96451480

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