

UNOFFICIAL COPY

Deed
15 AM

96-07764

AGREEMENT, made this 15 day of JUNE, 1996, between
DAVID S. WILLIAMS, beneficiary of Trust #1170, CAPITOL BANK & TRUST

, Seller, and
ALEKSANDAR MARKOVIC and MICHAEL MARKOVIC

, 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 Trustee's

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 18, 19, 20 AND THAT PART OF LOT 21
IN THE RESUBDIVISION OF BLOCK 3 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10,
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTH EAST CORNER OF THE LOT 21; THENCE WEST ALONG THE NORTH LINE OF LOT 21, 18.48 FEET TO THE WEST FACE OF
A 1 FOOT 1 INCH WIDE BRICK WALL; THENCE SOUTH ALONG SAID WEST FACE OF THE BRICK WALL TO A POINT ON THE SOUTH
LINE OF LOT 21, SAID POINT BEING 18.34 FEET WEST OF THE SOUTH EAST CORNER OF LOT 21; THENCE EAST ALONG THE
SOUTH LINE OF LOT 21, 18.34 FEET TO THE SOUTH EAST CORNER OF LOT 21; THENCE NORTH ALONG THE EAST LINE OF LOT
21 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 16-10-401-004 and 16-10-401-043

Address(es) of premises: 4243 West Kinzie, Chicago, Illinois 60624

and Seller further agrees to furnish to Purchaser on or before Closing 15 AM, 1996, 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
CHICAGO TITLE INSURANCE COMPANY

showing merchantable title in Seller on the date hereof, subject only to the matters
specified below in paragraph (b). 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 DAVID S. WILLIAMS, 2216 West Hubbard
Street, Chicago, IL 60612

the price of Fifty-five thousand dollars (\$55,000.00)

Dollars in the manner following, to-wit: \$2,500.00 earnest money on this date; entire balance, \$52,500.00
due and payable June 1, 1997. Purchaser shall deposit with Seller \$237.50 monthly to be
applied on real estate taxes. Prorated credits of Purchaser shall be held by Seller as
security until deed is issued. Seller to provide Purchaser with proof of payment of taxes.

with interest at the rate of ten (10%) per cent per annum, payable \$437.50 monthly beginning July 1, 1996
on the whole sum remaining unpaid

Possession of the premises shall be delivered to Purchaser on signing hereof 96507764

DSW AM

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 1995-96 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 1995-96
and subsequent years and all taxes, special assessments and other taxes; (b) all liens and
claims against the premises, including those of record; (c) the rights of all persons claiming by, through or under
Purchaser; (d) easements of record and party-wall 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 accepts premises "as is".

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of property 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 ten (10%) 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)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$25.50
188666 TRAN 4037 07/02/96 11:23:00
\$1753 6 .1M M-96-517764
COOK COUNTY RECORDER
DEPT-10 PENALTY \$22.00

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 ten (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, exclusively and irrevocably agrees to appear in any court of record in the State of Illinois, to enter Purchaser's appearance in any court of record, to 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 suits. If there be more than one person above designated as "Purchaser" the power and authority of each of them shall be several and joint.

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 2216 West Hubbard Street, Chicago, IL 60612

or to Purchaser at 5615 North Sacramento, Chicago, IL 60659, 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.

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 _____

David S. Wilkins _____ (SEAL)
 CHANCELLER OF TRUST 1170 _____ (SEAL)
 X _____ (SEAL)
 PURCHASER _____ (SEAL)

F	3550	A
P	2200	P
	4700	J
I		

Office

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

05/11/1996 16:19

3128601801

J. SPORTOLARI

PAGE 01

MAY-30-1996 11:12

55 W. MONROE WOOD

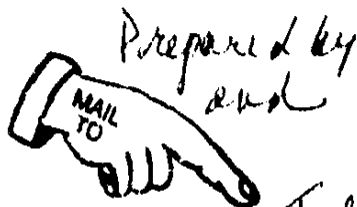
312 2261801 P.03

LOTS 18, 19, 20 AND THAT PART OF LOT 21 IN THE RESUBDIVISION OF BLOCK 3 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF THE LOT 21; THENCE WEST ALONG THE NORTH LINE OF LOT 21, 15.49 FEET TO THE WEST FACE OF A 1 FOOT 1 INCH WIDE BRICK WALL; THENCE SOUTH ALONG SAID WEST FACE OF THE BRICK WALL TO A POINT ON THE SOUTH LINE OF LOT 21, SAID POINT BEING 15.34 FEET WEST OF THE SOUTH EAST CORNER OF LOT 21; THENCE EAST ALONG THE SOUTH LINE OF LOT 21, 15.34 FEET TO THE SOUTH EAST CORNER OF LOT 21; THENCE NORTH ALONG THE EAST LINE OF LOT 21 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

commonly known as 4243 West Kinzie, Chicago, IL 60624

Permanent Real Estate Index Numbers: 16-10-401-004 and
16-10-401-043



Julia A. Sportolari, Attorney at Law
2835 N. Sheffield #204
Chicago, IL 60657

96557764

UNOFFICIAL COPY

Property of Cook County Clerk's Office