

# UNOFFICIAL COPY

96597191

AGREEMENT, made this July 8<sup>th</sup>, 1996 between TRIFUN and LJUBA SALAMOVSKI Seller and ALFONSO and GUILLERMINA OCHOA, 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:

LOT 32 IN BLOCK 6 IN GREELEY'S ADDITION TO BERWYN IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number(s): 16-29-317-009  
Address(es) of premises: 2821 CUYLER AVENUE, BERWYN, IL 60402

Seller further agrees to furnish to Purchaser on or before July 10, 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 INTERCOUNTY TITLE COMPANY subject only to the matters specified below in paragraph 1.

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 17W119 91st Street Hinsdale, IL 60522 the price of \$105,000.00 Dollars in the manner following, to-wit: \$5000.00 of which has been paid on May 28, 1996 as earnest money and remainder of \$100,000.00 shall be paid with interest at the rate of 8.5% per cent per annum payable on the first day of each month for the said month, in monthly installments, amortized over 30 years (768.91 principal and interest), plus \$150.00 per month for real estate taxes and \$20.00 per month for liability insurance in total monthly amount of \$938.91 on the whole sum remaining from time to time unpaid, however the outstanding balance is due and payable on June 30, 2011 (fifteen year loan)

Possession of the premises shall be delivered to Purchaser on June 1, 1996, 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 1996 are to be prorated from January 1996 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 multiplied by 110%.

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 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special

29	0
26	0
55	50
8	0

10089393 R.M.W. 5156800A

96597191

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-10 PENALTY \$26.00

COOK COUNTY RECORDER

DEPT-01 RECORDING \$29.50  
147777 TRAN 7123 08/05/96 09:23:00  
45104 # RH \* -96-597191

101753396

# UNOFFICIAL COPY

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 instalments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser. Upon notice to Seller from the taxing body, the seller shall notify the buyers in writing about the tax change the buyer shall advance to the seller any and all additional sums to pay the taxes when due.

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 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

86507191

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

agreement and be signed by the parties hereto.

9. Seller 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 monthly reimburse the Seller for the annual policy premiums for the actual amounts expended for policies by Seller.

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 18% 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 and other Court filings as required by Statute.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. 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.

17. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 17W110 91st Street Hinsdale, IL 60522, or to Purchaser at 2821 Cuyler Avenue, Berwyn, IL 60402 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.

18. 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.

19. 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 or the date of execution of this contract.

20. 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.

21. Seller shall provide a Berwyn Compliance Certificate at the reasonable time after initial closing, showing no violations.

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

SELLERS:

BUYERS:

Trifun Salamovski  
Trifun Salamovski

Alfonso Ochoa  
Alfonso Ochoa

Ljuba Salamovski  
Ljuba Salamovski

Guillermina Ochoa  
Guillermina Ochoa

Seller attorney Dusan Vucicevic shall hold in escrow executed warranty deed, which he shall convey to the buyers upon their satisfaction of covenants of these Articles.  
Trifun Salamovski  
Ljuba Salamovski

96507191

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS INSTRUMENT IS BEING PLACED OF RECORD BY INTERCOUNTY TITLE AS AN ACCOMMODATION ONLY. NO EXAMINATION AS TO ITS VALIDITY HAS BEEN MADE.

Prepared by



Mail To

J. J. [unclear]  
6514 W. Cedar St  
Berwyn, Ill 60402

101755396