

AGREEMENT, made this 4th day of December 1996, between
Palos Bank & Trust under Trust I-3131, Seller, and
William B. Birk and Judith L. Birk, Purchaser.

2350
P 2000
M

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 Trustees ~~XXXXXXXX~~ deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Parcel 1: Lot 21 in Shenandoah Ridge, being a Subdivision of Part of the West 1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress over, under, through and across lots 29 and 30 of Shenandoah Ridge aforesaid, for the use and benefit of Parcel 1, as defined and set forth in the declaration recorded as document number 95196655, and as amended by document number 95665391.

SPRINGS OF

and Seller further agrees to furnish to Purchaser on or before December 4, 1996, at Seller's expense, (a) a ~~copy~~ evidence of title to the premises, (a) Owners title insurance policy in the amount of the price, issued by Intercounty 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 at the office of Texas Real Estate Corp., P.O. Box 866, Orland Park, IL 60462

The price of one hundred twenty thousand and no/100 Dollars in the manner following to-wit:

The payment of \$60,000.00 upon the execution of the Installment Agreement for Deed and the payment of the sum of \$120,000.00 and interest from the date of closing on the balance of the principal remaining from time to time unpaid at the rate of 7% per annum payable in installments (including Principal and Interest) as follows: \$800.00 on the first day of February, 1997, and \$800.00 on the first day of each and every month thereafter until the Principal amount and Interest is fully paid. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal.

120,000
7:00
2254
120,000

The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided if not sooner paid shall be due on November 30, 1997.

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 1996 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 eight 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 repair 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.

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

MAIL TO: VAL LECAS
P.O. Box 866
ORLAND PARK, IL 60462

96991254

96991254

UNOFFICIAL COPY

Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	AGREEMENT RECEIVED
12/11/91	2.44%	0	189,000.00

Stated and Delivered in the presence of
Michael J. [Signature]
William J. [Signature]
John P. [Signature]

Palos Bank and Trust Company
 as Trustee under Trust No. 1-3131
 atd 4/25/91 and not personally:
 BY *Mary Kay Burke, Trustee*
 Attest: *James J. Martin, Jr.*
 (SEAL) (SEAL)

GEORGE E. COLE
LEGAL FORMS

18. All notices and demands hereunder shall be by personal delivery or by registered mail to Seller at P.O. Box 866, Orland Park, IL 60462.

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.

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

56991254

UNOFFICIAL COPY

INSTALLMENT AGREEMENT FOR WARRANTY DEED

NO. 74 September, 1975

96931254

GEORGE E. COLE LEGAL FORMS

AGREEMENT made this 4th day of December 1995 between Seller and

Palos Bank & Trust under Trust 1-3131

Handwritten notes: 2350, 2000, M

William H. Birk and Judith I. Birk

Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's Trustees

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder

dated in the County of Cook and State of Illinois described as follows

Parcel 1: Lot 21 in Shenandoah Ridge, being a subdivision of part of the West

1/2 of the Southwest 1/4 of Section 17, Township 36 North, Range 12, East of the

Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress over, under, through and across

Lots 29 and 30 of Shenandoah Ridge

with interest at the rate of _____ percent per annum payable on the whole sum remaining from time to time unpaid

December 4, 1996

Possession of the premises shall be delivered to Purchaser on

provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar taxes are to be added pro rata as of the date provided

herein for delivery of possession of the premises. General taxes for the year 1996 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 amount, but

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 1996 and subsequent years and all taxes, special assessments and

(b) All installments of special assessments heretofore levied falling due after the date hereof;

(c) The rights of all persons claiming by, through or under Purchaser;

(d) Easements of record and party-wall agreements, if any;

(e) Building, building line and use or occupancy restrictions, conditions and covenants of record and build-

(f) Roads, highways, streets and alleys, if any;

(g) All taxes, special assessments and installments, local assessments

pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and the

chaser 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 that neither party

nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or submit or commit

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 eight per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or 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 a covenant

full and complete waiver and release of any and all lien or claim of right of third parties in connection with the

or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, and

contain such express waiver or release of lien or claim of right of third parties, and the parties shall

contract and of the plans and specifications for such repairs and improvements, that the party making such repairs

be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any part thereof, or any interest therein, or any

consent of Seller, and any such assignment or transfer, without such provisions written hereon, shall be null and void

and of no effect, and the execution of Seller and Purchaser will not bind the premises or any part thereof

7. No right, title or interest, legal or equitable, in the premises or any part thereof, shall be sold or conveyed

the delivery of the deed hereunder by Seller, or until the full payment of the purchase price at the time and in the

manner herein provided.

Strike out all but one of the classes (a), (b) and (c).

62215
826
17 6098 2

96931254

96931254

5147283 or

UNOFFICIAL COPY

96931254

8. No extension, change, modification or amendment 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.

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 in addition to the purchase price immediately due and payable to Seller, with interest at eight 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 to perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be terminated and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller as full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-entr and have 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 of all improvements, whether finished or unfinished, which may be paid 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 instrument 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, in default by Purchaser or of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, 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 whenever 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 P.O. Box 866, Orland Park, IL 60462 shall be deemed to have been given or made on the date of mailing.

Purchaser at 11131 Shenandoah Drive, Orland Park, IL 60462 or to the last known address of either party, shall be sufficient notice 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 his contract.

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

Scaled and Delivered in the presence of

William A. Berk
Deborah L. Berk

Palos Bank and Trust Company
 as Trustee under Trust No. 1-3111
 dtd 4/25/91 and not personally:
Mary Kay Burke
 Attest: *James J. Martin, Jr.*

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	BALANCE RECEIVED BY
12/4/96	6.99	0	1,20,000.00