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INSTALLMENT  
AGREEMENT FOR  
WARRANTY DEED  
(ILLINOIS)

RECORDED  
INDEXED  
1996 DEC 12 10 18 AM  
CLERK OF COOK COUNTY  
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AGREEMENT, made this 5th day of December, 1996, between Dan Goggin and Maywood Proviso Bank, t/u/t #8215, Seller(s), and Joseph Kaschke, 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:

(SEE ATTACHED)

Permanent Real Estate Index Number(s): 16-07-409-020-5000

Address(es) of premises: 229 S. Scoville, Oak Park, Illinois.

Seller further agrees to furnish to Purchaser 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 Lender's Title Company, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1.

(A) 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 Dan Goggin the price of \$255,000 Dollars in the manner following, to wit: \$38,250 on December 5, 1996 and monthly installments (\$90.43) with interest accruing on the principal balance at the rate of 8 per cent per annum and the whole sum remaining from time to time unpaid shall be due on April 30, 1997.

(B) This contract is contingent upon Purchaser securing by April 15, 1997 a written commitment for a fixed rate mortgage to be made by a U.S. or Illinois savings and loan association or bank for \$204,000.00 with an interest rate not to exceed 9% per annum amortized over 30 years payable monthly with a loan fee not to exceed 2,050.00. If purchaser does not obtain such a commitment, purchaser shall notify seller in writing by April 15, 1997 and this contract shall be null and void and seller shall return all monies paid by purchaser pursuant to this contract.

(C) Possession of the premises shall be delivered to Purchaser on January 1, 1997, 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 1 to such date for delivery of possession, and if the

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amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount equal to 105% 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 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, 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 purchaser price immediately due and payable to Seller, with interest at 10 percent per annum until paid.

4. Seller at Seller's sole expense shall provide purchaser with a recent (less than six months old) survey of the subject property prior to the date for transfer of possession.

5. All previous agreements between the parties regarding the property are void. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed, and no notice of any extension, change, modification or amendment, made or claimed by, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

6. Seller shall keep all buildings at any time on the premises insured against loss by fire, lightning, windstorm and extended coverage risks in an amount sufficient to satisfy any liens on the property and pay purchaser any monies paid pursuant to this contract.

7. 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 10 per cent per annum until paid.

8. 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.

9. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 523 Jackson Avenue, River Forest 60305, Illinois or to Purchaser at 741 N. Grove, Oak Park, Illinois, 60302, 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

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mailing.

10. 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.

11. 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.

12. 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.

13. Seller will execute and deliver to Purchaser a certified copy of the land trust agreement and an Assignment of Beneficial Interest of the Land Trust in which the property is held to Purchaser's attorney, SNOW & SNOW, L.L.C., 180 N. LaSalle #2024, Chicago, Illinois, 60601 on or before December 9, 1996.

14. Seller will execute and deliver to purchaser an Assignment of leases and letters of attornment for the subject property on the date possession is transferred.

15. Purchaser shall have the right to prepay said whole indebtedness, or any part thereof, on any date, without penalty.

**REPRESENTATIONS.** Seller makes the following representations to Buyer:

(a) That so far as Seller is aware, within four (4) months preceding the execution of this Agreement, no improvements or repairs have been made in or to the premises or any improvements thereon, nor any work done which has not been fully paid for, nor have any materials been furnished or delivered to the premises which have not been fully paid for and that no contract has been made or entered into, nor anything done, suffered or permitted in relation to the premises in consequence of which any lien or claim may be made against the premises under the Illinois Mechanics Lien Act.

(b) That Seller is lawfully seized of an indefeasible estate in fee simple to the premises, subject only to the exceptions expressly provided for in this Installment Agreement for Warranty Deed, and to which the title to the premises to be conveyed to the Buyer is to be subject; Seller does hereby undertake and covenant to defend the title thereto against all persons who may claim the title or any interest thereof unless under any of the title exceptions expressly noted herein.

**RECORDING.** Seller or Buyer may record this Agreement, or a memorandum thereof, at Buyer's expense.

**CAPTIONS.** The captions of each section or paragraph of this Agreement are for convenience only and are not to be construed as confining or limiting, in any way, the scope or intent of the provisions hereof.

**PRONOUNS.** Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine and feminine shall be freely interchangeable.

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**SEVERABILITY.** The enforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

## **BINDING ON**

**HEIRS, ETC.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Seller and Buyer. Time is of essence of this Agreement.

The Property has full and sufficient pedestrian and vehicular (directly or indirectly through dedicated and recorded rights of way) access to adjacent public highways for the servicing of the Intended Use.

All water, sanitary and storm sewer, gas, electric, telephone and drainage facilities and services and all other utilities required by law shall be immediately available in sufficient quantity for the Intended Use, either on the Property or in public streets immediately adjacent thereto, upon payment of the standard tap or connection fees, with no special or extraordinary fee or charges required therefor. To Seller's best knowledge, none of the utilities shall enter the Property over privately owned land unless a recorded easement (superior to all liens and encumbrances on such land) has been granted in favor of the Property or the public utility company.

There is no litigation or governmental proceeding pending or, to the best knowledge of Seller, threatened, which, if determined adversely to the interests of Seller, would materially adversely affect the transfers, conveyances and assignments contemplated hereby or the execution, delivery or enforceability of this Agreement or any document or instrument to be executed and delivered pursuant to this Agreement.

Neither this Agreement, nor any certificate, statement, report, exhibit, schedule or other document furnished to Purchaser by or on behalf of Seller in connection with this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained herein or therein not misleading.

No pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, petroleum products or by-products, lead or other heavy metals, chlorine, gas, chemicals or waste, including, but not limited to, any "hazardous substances" or "pollutants" or "contaminant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any "pollutant" as defined in the Clean Air Act, any "hazardous waste" as defined in the resource Conservation and Recovery Act, and the regulations adopted pursuant to any of the foregoing, (including materials to be recycled, reconditioned or reclaimed) (together with the substances and chemicals referred to in Sections 9.R. and 9.S., collectively referred to as "Substances"), have been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on the Property.

No asbestos or asbestos containing materials have been, or will be, installed, used, incorporated into, or disposed of on the Property.

No polychlorinated biphenyls ("PCBs") are located on or in the Property, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device or form.

No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Substances is proposed, threatened, anticipated or in existence with respect to the Property.

The Property and Seller's operations on the Property, if any, are and have been in compliance with all

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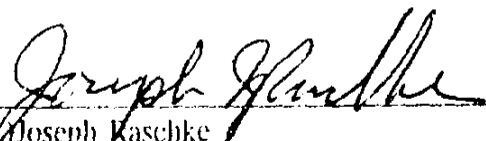
applicable federal, state and local statutes, laws and regulations. No notice has been served on Seller from any entity, governmental body, or individual claiming any violation of any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources. Seller shall immediately notify Purchaser of the receipt of any notice of such violations and Seller shall cure at its sole cost and expense any such violations not less than ten days prior to Closing.

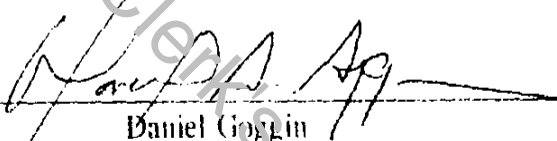
Seller is not a "foreign person" as that term is defined in Section 1445(f) (3) of the Internal Revenue Code, as amended, of the United States of America (the "Code").

The foregoing representations and warranties shall be deemed to be remade as of the Closing Date. Seller covenants and agrees to immediately notify Purchaser of any state of facts which would constitute a breach of or render inaccurate any of foregoing warranties immediately after becoming aware of such state of facts. Failure to notify Purchaser within five days after becoming aware of such facts shall constitute a breach by the Seller of the warranties hereunder.

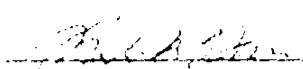
Seller agrees to indemnify, defend and hold Purchaser, its directors, officers, employees and agent free and harmless of, from and against any losses, claims, damages, costs including the costs of enforcing this provision, liabilities, demands, causes of action, suits administrative orders, penalties, judgments or expenses including cleanup costs, remediation expenses, court costs and reasonable attorneys' fees and expenses sustained or incurred by Purchaser as a result of any breach by Seller of its representations, warranties or covenants under this Agreements.

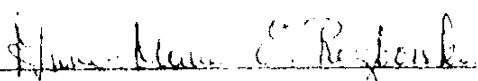
IN WITNESS WHEREOF, the parties to this agreement (consisting of 5 pages this page included) have hereunto set their hands and seals in triplicate, the day and year first above written.

  
\_\_\_\_\_  
(SEAL) Joseph Kaschke

  
\_\_\_\_\_  
Daniel Goggin

\_\_\_\_\_  
(SEAL)

Sealed and Delivered in the presence of  
  
\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Subscribed and Sworn to before me  
this 5th day of December, 1996.  
  
\_\_\_\_\_  
NOTARY PUBLIC

~~~~~  
"OFFICIAL SEAL"  
Anne-Marie E. Rozborski  
Notary Public, State of Illinois  
My Commission Expires 10/1/97  
~~~~~

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007562432 HL  
 STREET ADDRESS: 229 S. SCOVILLE AVENUE  
 CITY: OAK PARK COUNTY: COOK  
 TAX NUMBER: 16 07-409-020-0000

**LEGAL DESCRIPTION:**

LOT 8 IN BLOCK 51 IN VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST 1/4 SECTION 7, AND THE NORTHWEST 1/4 AND THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-07-409-020-0000

COMMONLY KNOWN AS: 229 S. SCOVILLE AVENUE, OAK PARK ILLINOIS



*Snow Snow Life  
 180 N. LaSalle, Suite 7024  
 Chicago, IL 60601  
 1/2 Robert M. Garcia*

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