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CAUTION: Certain provisions of this form are subject to change without notice. Provisions regarding interest, taxes, and other charges, are excluded.

AGREEMENT, made this 16 day of April, 1996, between

HELEN HARBUT, as Trustee under Trust Agreement dated September 15, 1989, Seller, and

SAMUEL SUAREZ, 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 Trustee's 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 103 and 104 in Edgington Park Subdivision of North West 1/4 of North West 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

A# 13-34-102-001
P# 13-34-102-002

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29.50
26.00
P

Address: 4649 West Fullerton, Chicago

and Seller further agrees to furnish to Purchaser on or before April 16, 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 Attorneys Title Guaranty Fund, Inc., (b) ~~certification of title issued by the Registrar of Titles of Cook County, Illinois, or a recordable abstract of title~~, 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 B. Alan Newberg, 830 S. Buffalo

Grove Road #106, Buffalo Grove, IL 60089

the price of One Hundred Forty Thousand and no/100s (\$140,000.00) Dollars in the manner following, to-wit: Forty Thousand Dollars and no/100s (\$40,000.00) on delivery hereof, and the balance of One Hundred Thousand Dollars and no/100s (\$100,000.00) with interest @ 9% per annum in monthly installments of \$2,075.84 commencing on the first day of May, 1996 and continuing on the first day of each and every month thereafter with the final monthly payment payable on April 1, 2001, with interest at the rate of 12 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on closing

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 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 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 12 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.

Prepared by: B. Alan Newberg, 830 S. Buffalo Grove Rd. #106, Buffalo Grove, IL

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

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ADDENDUM TO INSTALLMENT AGREEMENT
FOR TRUSTEE'S DEED DATED APRIL 16, 1996
FOR PURCHASE OF PROPERTY LOCATED AT
4649 WEST FULLERTON, CHICAGO, ILLINOIS

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

22. In addition to the regular monthly payments of principal and interest required by this agreement, Purchaser agrees to deposit an additional sum equal to 1/12 of the annual real estate taxes required by this agreement. There shall be a late charge of \$25.00 for each monthly payment not received by the tenth of each month, nonpayment of which shall constitute default by Purchaser.

23. That in addition to the terms and conditions contained in the Installment Agreement for Trustee's Deed, the Purchaser agrees to obtain and keep in force a Commercial Property Insurance Policy with premises liability in the amount of at least the balance of all sums owed to the Seller, said policy naming the Seller as additional insured.

24. Seller will provide Purchaser with proof of tax payments after each installment is paid.

25. Seller represents and warrants: (a) that she has received no notice of any pending special assessment from any governmental body in connection with the premises; and (b) that all equipment and appliances to be conveyed, including but not limited to the following, if any, are in good working order: all mechanical equipment; heating and cooling* equipment; water heaters; and ~~softeners~~ septic, plumbing, and electrical systems; ~~kitchen equipment~~ ~~remaining with the premises~~ and any miscellaneous mechanical personal property to be transferred to the Purchaser. In the absence of written notice of any deficiency from the Purchaser prior to the delivery of possession it shall be concluded that the condition of the above equipment is satisfactory to the Purchaser and the Seller shall have no further responsibility with reference thereto. *air conditioning system is being conveyed 'as is'

26. Purchaser hereby acknowledges that he has fully inspected the premises to his satisfaction and accepts same as of the closing in its current condition.

27. Purchaser shall make no alterations or additions to the property without the prior written approval of the Seller. This limitation does not apply to alterations, additions, or installations in the normal course of maintenance which in no single instance shall exceed \$500.00. All such alterations,

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additions and installations shall remain as part of the house unless Seller otherwise elects.

28. Purchaser shall have the right to prepay any and all amounts due under this Installment Agreement for Trustee's Deed at any time without penalty.

29. Any additional title expenses that result when the balloon payment is due are the sole responsibility of the Purchaser provided that Seller shall pay cost of state and county real estate transfer tax.

30. 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, Seller shall give Purchaser written demand to cure said defaults. Purchaser shall have not less than thirty (30) days from the date of the receipt of such demand by Seller to cure said defaults during which time Seller agrees not to seek or enforce any right or remedies hereunder. If all said defaults are not cured within said 30-day period, Seller shall have the right to exercise all remedies available to her hereunder and under applicable law.

31. Seller covenants and agrees that he shall not at any time during the pendency of these Articles of Agreement for Trustee's Deed cause the property referred to herein to become incumbered by any kind of Mortgages and/or Judgments or Liens that would exceed the then current balance owed by the Purchaser to Seller in these Articles of Agreement for Warranty Deed.

32. Purchaser shall have the right to declare the payment of real estate taxes on his income tax return and receive the benefit of tax deductions for same.

33. Seller will provide Purchaser with a Bill of Sale, amortization schedule and survey at closing.

34. Seller will tender in escrow with B. Alan Newberg a signed Trustee's Deed, Affidavit of Title, Revenue Declarations for State and County and Alta Statements in duplicate. Mr. Newberg will hold all documents until Purchaser tenders final payment.

35. At closing Purchaser shall receive a credit for taxes prorated to closing and Seller shall receive a like credit as a reserve for payment. Said reserve shall be increased by all tax payments made pursuant to Paragraph 22 and decreased by taxes actually paid, and the balance in the reserve shall be paid or credit to Purchaser at the time of final payment.

36. The parties agree to reprorate the 1995 taxes when the 1995 taxes are ascertainable.

37. Purchaser or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and

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provisions of this Installment Agreement, including forfeiture or specific performance, in defending any proceeding to which Purchaser or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

38. The Seller hereby gives notice, pursuant to such statutes made and provided that the beneficial owner of Trust Agreement dated September 15, 1989, known as the Helen Harbut Trust is Helen Harbut and that she has the sole power of direction with respect thereto. Seller represents that said trust holds title to the subject premises. Seller agrees to pay the cost of maintaining the trust, is any.

Either party hereto may record this Installment Agreement or a memorandum thereof.

The provisions of this Addendum shall control and supersede any of the provisions in the Installment Agreement to which this Addendum is attached which are contrary to or in conflict with same.

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

SELLER:

Helen Harbut
HELEN HARBUT, AS TRUSTEE

PURCHASER:

Samuel Suarez
SAMUEL SUAREZ

Mail to: B. Alon Newberg
830 S. Buffalo Grove Rd,
#106
Buffalo Grove, IL 60089

MAIL TO
V.V. Office

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