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Received on within Agreement
the following sums

DATE INTEREST PRINCIPAL RECEIVED BY

Table with 4 columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY. The table is mostly empty with some faint lines.

GEORGE E. COLE
LEGAL FORMS

0180276
97708410

MAIL TO
JAS. SYNCHER
195. L ASALLE
SUITE 700
(HILDAVILL
60603

(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____

James S. Syncher

Sealed and Delivered in the presence of
James S. Syncher - Nov. 4, 1997

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

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.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at Law Office of James S. Syncher, 19 S. LaSalle St., #700, Chicago IL 60603 or to Purchaser at _____ 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.

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.
16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and consent 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 judgment. 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 to Seller by such persons jointly and severally.
15. The remedy of foreclosure 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 foreclosure, or any other right herein given.

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 or under this agreement. Seller against Purchaser on or under this agreement. Seller'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.

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.
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.

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.
10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other items which Seller 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 eight per cent per annum until paid.

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AMENDMENT TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

Sellers: Genevieve Dudek and Joseph Dudek

Buyer: Victor Ciccio

Address of Property: 5000 S. Loomis
Chicago IL 60609
Permanent Real Estate

. DEPT-01 RECORDING \$25.00
. T80012 TRAN 6794 09/24/97 15:18:00
. #3272 + CG # -97-708410
. COOK COUNTY RECORDER
DEPT-19 PENALTY 127 019 000022.00

No. 22 If Buyer fails in making two consecutive payments in the amount of \$250.00 per month, the full amount of the unpaid balance becomes due and owing immediately.

Date: July 11th 1997

NO. 23. PAYMENTS FOR AUGUST 1997 & SEPTEMBER, 1997
WILL BE WAIVED IN CONSIDERATION FOR THE
RESPONSIBILITY OF THE PURCHASER FOR THE
FIRST INSTALLMENT OF THE 1997 REAL
ESTATE TAXES.

97708410

Cook County Clerk's Office

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