

UNOFFICIAL COPY

AGREEMENT, made this 1ST day of NOVEMBER, 1996, between

MARY C. DIBENEDETTO, a widow

THOMAS KMACK and LISA KMACK, his wife, as joint tenants

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 warranty warranty 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:

SEE ATTACHED

DEFT-10 RECORDING	125.50
TAXES - YEAR 1996 MA 27/97 03/14/2000	
7500 + JWB # - 27-279205	
COOK COUNTY RECORDER	

PROPERTY ADDRESS 15930 S. 84th Avenue, Tinley Park, Illinois 60477
PIN: 27-23-101-004 and 27-23-101-028

DEFT-10 FEE PAYMENT	97279205
	\$25.00

and Seller further agrees to furnish to Purchaser on or before 19, 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 National Title Ins. Co., 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 MARY C. DIBENEDETTO, 8630 Wheeler Drive, Orland Park, Illinois 60462,

the price of FOUR HUNDRED FIFTY THOUSAND and no/100ths (\$450,000.00)----- Dollars in the manner following, to-wit: FOUR THOUSAND THREE HUNDRED TWENTY-FOUR and no/100ths Dollars (\$4,324.00) per month payable of the 1st day of each month beginning on the 1st day of November, 1996, and on the 1st day of each succeeding month thereafter for a total of 360 consecutive payments.

with interest at the rate of 11.112 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 execution of this Agreement

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

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 1996-97 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, 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 seven 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.

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

~~UNOFFICIAL COPY~~

PARCEL 1: THE SOUTH 104.35 FEET OF THE NORTH 467.42 FEET OF THE EAST 208.71 FEET (EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, THENCE SOUTHERLY 363.07 ALONG THE EAST LINE OF SAID NORTHWEST 1/4, THENCE WESTERLY 208.71 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE POINT OF BEGINNING, THENCE SOUTHERLY 104.35 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 TO THE SOUTH LINE OF THE NORTH 467.42 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4, THENCE WESTERLY 25.97 FEET ALONG LAST SAID SOUTH LINE, THENCE NORtherly 104.35 FEET ALONG A LINE PERPENDICULAR TO LAST SAID SOUTH LINE TO A LINE 363.07 FEET SOUTH OF (AS MEASURED ALONG THE EAST LINE OF SAID NORTHWEST 1/4) THE NORTH LINE OF SAID NORTHWEST 1/4, THENCE EASTERLY 25.60 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

57279205

TH
M J K

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan Prepayment Balances

	Payment	Interest	Principal	Loan Bal.
Nov-96				\$650,000
1996 Total	(\$4,324)	\$3,792	(\$533)	\$649,467
1997 Total	(\$51,894)	\$45,252	(\$6,641)	\$642,826
1998 Total	(\$51,894)	\$44,772	(\$7,121)	\$635,705
1999 Total	(\$51,894)	\$44,257	(\$7,636)	\$628,068
2000 Total	(\$51,894)	\$43,705	(\$8,188)	\$619,880
2001 Total	(\$51,894)	\$43,113	(\$8,780)	\$611,100
2002 Total	(\$51,894)	\$42,479	(\$9,415)	\$601,685
2003 Total	(\$51,894)	\$41,798	(\$10,095)	\$591,590
2004 Total	(\$51,894)	\$41,068	(\$10,825)	\$580,764
2005 Total	(\$51,894)	\$40,286	(\$11,608)	\$569,157
2006 Total	(\$51,894)	\$39,447	(\$12,447)	\$556,710
2007 Total	(\$51,894)	\$38,547	(\$13,347)	\$543,363
2008 Total	(\$51,894)	\$37,582	(\$14,312)	\$529,051
2009 Total	(\$51,894)	\$36,547	(\$15,346)	\$513,705
2010 Total	(\$51,894)	\$35,438	(\$16,456)	\$497,250
2011 Total	(\$51,894)	\$34,249	(\$17,545)	\$479,605
2012 Total	(\$51,894)	\$32,973	(\$18,921)	\$460,684
2013 Total	(\$51,894)	\$31,605	(\$20,288)	\$440,396
2014 Total	(\$51,894)	\$30,129	(\$21,755)	\$418,641
2015 Total	(\$51,894)	\$28,566	(\$23,328)	\$395,313
2016 Total	(\$51,894)	\$26,879	(\$25,014)	\$370,299
2017 Total	(\$51,894)	\$25,071	(\$26,822)	\$343,476
2018 Total	(\$51,894)	\$22,132	(\$28,761)	\$314,715
2019 Total	(\$51,894)	\$21,033	(\$30,841)	\$283,874
2020 Total	(\$51,894)	\$18,824	(\$33,070)	\$250,804
2021 Total	(\$51,894)	\$16,433	(\$35,461)	\$215,344
2022 Total	(\$51,894)	\$13,869	(\$38,024)	\$177,320
2023 Total	(\$51,894)	\$11,121	(\$40,773)	\$136,547
2024 Total	(\$51,894)	\$8,173	(\$43,720)	\$92,826
2025 Total	(\$51,894)	\$5,013	(\$46,891)	\$45,945
2026 Total	(\$47,569)	\$1,624	(\$45,945)	\$0
Grand Total	(\$1,555,808)	\$906,808	(\$650,000)	\$0

In the event that the Purchasers desire to prepay in accordance with Paragraph 21 of the attached Installment Agreement for Warranty Deed then the balance due Seller shall be that as listed above in "Loan Balance" for the year of prepayment.

SOLICITORS
OF THE
CITY OF
NEW YORK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ILLINOIS
STATE
LIBRARIES
SERIALS

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) 85.
COUNTY OF COOK)

MARY C. DiBENEDETTO

, being duly sworn on oath,
 states the she resides at 667 Wheeler Drive, Orland Park, Illinois
and that the attached deed is not in violation of
Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the
following reasons:

1. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)
-OR-
the conveyance falls in one of the following exceptions permitted by the Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the Amenderatory Act into no more than 2 parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

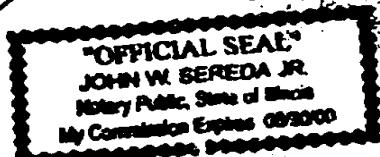
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purposes of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

This 24TH day of MARCH, 1997.

John W. Sereda Jr.
Notary Public



UNOFFICIAL COPY

Property of Cook County Clerk's Office