

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 1 day of Jan, 1978, between

Kingston Management Services, Inc., Seller, and

Robert H. Smith & Agathe Smith, 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 _____ and State of _____ described as follows:

LOTS FOURTEEN (14) AND FIFTEEN (15) IN BLOCK ONE (1) IN CROISSANT PARK MARQUEAM 6TH ADDITION, A SUBDIVISION OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s) PARCEL INDEX NO: 28-14-420-042-0000

Address(es) of premises: _____ COMMONLY KNOWN AS: 15741 S. HOMAN AVE., MARQUEAM, IL 60426

and Seller further agrees to furnish to Purchaser on or before September 1, 1978, 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 _____, (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 _____

98409957

the price of Eighty Three Thousand Dollars (\$83,000) Dollars in the manner following, to-wit:

\$3000 at the signing of this agreement and three months until a deed is recorded. All payments made in the _____

with interest at the rate of 6 per cent per annum payable _____ on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on 12/15/78

_____ 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 1978 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 1978 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 _____ per cent per annum until paid.

4. Purchaser shall be responsible for any mechanic's liens or other claims against the premises, which shall 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 a fire policy at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, but the policy shall not be a condition precedent to the payment of the purchase price by Seller in an amount of interest equal to the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on _____ day's written notice served by either Lessor or Lessee on the other party.

UNOFFICIAL COPY

16. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

17. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinafore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time. Lessee shall pay all reasonable attorneys' fees necessary to enforce lessor's rights.

18. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

19. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

20. Purchase Option. ~~It is agreed that Lessee shall have the option to purchase real estate known as:~~

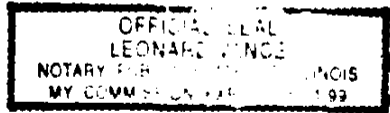
NY for the purchase price of _____ Dollars (\$) with a down payment of _____ Dollars (\$) payable upon exercise of said purchase option, and with a closing date no later than _____ days thereafter. This purchase option must be exercised in writing no later than _____ 19____ but shall not be effective should the Lessee be in default under any terms of this lease or upon any termination of this lease.

IN WITNESS WHEREOF, the parties have executed this lease on the _____ day and year first above written.

[Signature]
Lessor

[Signature]
Lessee

*100 Park Ave #209
Calumet City, IL 60409*



[Signature]

Return to *[Arrow]*

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

CF Z Legal Forms. Before you use this form, read it fully in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. CF Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merit, availability, or fitness of this form for an intended use or purpose. Revised 4/95

98409957

UNOFFICIAL COPY

Property of Cook County Clerk's Office