COOK COUNTY

RECORDER

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INSTALLMENT AGREEMENT TOTAL FOR WARRANTY DEED (ILLINOIS)

AGREEMENT, made this THE day of the 1998, between L3100 THEICH Seller, and DOESKI-MILLER & ASSOCIATES, INC., . Purchaser: WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's commants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee stomple 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: THE EAST 45 FEET OF THE WEST 85 FEET OF LOTS 28 AND 29 IN BLOCK 87 IN HARVEY IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS Permanent Real Estate Index Number (s): 29-17-304-030 Address(es) of premises: 129 EAST 156TH STREET HARVEY, ILLINOIS 60426 and Seller further agrees to furnish to Purchaser of Co before AUGUST, 1998, at Seller's expense, the

Address(es) of premises: 129 EAST 156^{Trl} STREET HARVEY, ILLINOIS 60426 and Seller further agrees to furnish to Purchaser on a before AUGUST, 1998, at Seller's expense, the following evidence of title to the premises: (a) Owners the insurance policy in the amount of the price, issued by any Illinois Title Company, showing merchantable the 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 TITLE COMPANY OR PURCHASER'S ATTORNEY
the price of SEVENTEEN THOUSAND AND 00/100 (\$17,000.00) Dellers in the manner following, to

the price of SEVENTEEN THOUSAND AND 00/100 (\$17,000,00) Delices in the manner following, to wit \$1,500.00 DUE AND PAYABLE TO SELLER UPON EXECUTION OF THIS AGREEMENT AND THE BALANCE OF \$15,500.00 TO BE PAID BY PURCHASER ON OR BEFORE 60 DAYS AFTER EXECUTION OF THIS AGREEMENT;

with interest at the rate of 8 per cent per annum payable AFTER DUE DATE on the whole sum remaining from time to time unpaid.

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with interest at the rate of 8 per cent per annum payable AFTER DUE DATE on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on EXECUTION OF THIS

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

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 98 are to be prorated from January 1 to such date for delivery possession, and if the amount of such taxes in 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 made by Seller shall be expressly subject to the following: (a) general taxes for the year 1998. 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 soning laws and ordinances; (f) roads, highways, street and alleys, if any;
- 2. Purchase shall pay before accrual of any penalty 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 Sellai 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 __8_ per cent per annum until paid.

4. Purchaser shall not suffer or perquit 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 witten 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 of 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 harein 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 conserve.
- 7. No right, title or interest, legal or equitable, in the premises, or any part decreof, 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 calmed 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 about at least equal to the sum remaining unpaid hereunder, which insurance,

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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.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or another 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 _____ per cent per annum until paid.

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 determinate and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seiler in full satisfaction and as liquidated damages by Seiler sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

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.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whicher 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 Purchases

therefor or for any part thereof.

14. Purchaser shall perato Saller all costs and expenses, including attorney's fees, incurred by Saller in any action or proceeding to which Seller may e made a party by reason of being a party to this agreement, and Purchaser will pay to Seller eli casts 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 account of the provisions hereof, and all such costs, expenses and atturneys fees may be included in and form a part of any indement entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any cityle 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 coardise of the right of forfeiture, or another

right herein given.

16. If there be more than one person designated herein as "Seller" or as "Purchases", such word or words wherever used herein and the verbe and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

17. All notices and demands hereunder shall be in writing. The the ling of a notice or demand by registered mail to Seller at to Purchaser at BAINBRIDGE LAW OFFICES 1835 DIXIE HIGHWAY-SUITE 202, FLOSSMOOR ILLINOIS 60422

or to the last known address or either party, shall be sufficient service thereof. Any nauce or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

18. The time of payment shall be of the essence of this contract, and the covenants are agreements herein contained shall extend to and be obligatory upon heirs, executors, administrators and assigns of the respective parties.

19. 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.

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20. 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 remaining provisions of this agreement.

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