



**UNOFFICIAL COPY**

AGREEMENT, made this 22nd day of July, 19 99,

LILLIE MAE GEE MILLER, individually and as executor of estate of CORA WILSON, <sup>deceased</sup> Seller, and  
MARVIN WILLIAM BAUCOM and MARGARET ANN BAUCOM, 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 Cook and State of Illinois described as follows:

The North 1/2 of Lot 4 in Block 5 in Normal School Subdivision of the West 1/2 of the Southeast 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 20-21-414-023-0000

Address(es) of premises: 6932 South Wentworth, Chicago, Illinois 60621

and Seller further agrees to furnish to Purchaser on or before July 27, 19 99, 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 IGT (Chicago Title Insurance), (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 Lillie Mae Gee Miller,

7522 South Honoré, Chicago, IL 60620

the price of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) Dollars in the manner following, to-wit: \$1,000.00 upon execution hereof, receipt of which is hereby acknowledged, and an additional \$3,000.00 at closing. The balance of \$35,000.00 in installments as follows: The sum of \$972.22 per month, without interest, beginning October 1, 1999 and the sum of \$972.22 each and every month thereafter until the entire balance of \$35,000.00 is paid in full with the final payment due on September 1, 2002.

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

Possession of the premises shall be delivered to Purchaser at closing on July 28, 1999 \_\_\_\_\_, 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 19 99 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. **\*\*SEE RIDER FOR FURTHER EXPLANATION\*\***

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 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 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 9 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, <sup>in excess of \$2500.00</sup> 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. Purchasers agree to carry OL&T insurance in amounts of not less than \$50/100,000 naming Seller as <sup>Co-insured.</sup>

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

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RIDER ATTACHED TO AND MADE A PART OF A CERTAIN INSTALLMENT AGREEMENT FOR WARRANTY DEED DATED JULY 22, 1999 BY AND BETWEEN LILLIE MAE GEE MILLER (HEREINAFTER REFERRED TO AS "SELLER"), AND MARVIN WILLIAM BAUCOM AND MARGARET ANN BAUCOM, (HEREINAFTER REFERRED TO AS PURCHASERS)

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1. At closing there will be no cash proration credit for 1999 taxes. Seller agrees that when the 1999 tax bill is issued in the year 2000 that the purchasers will pay the first installment of said tax bill and deduct same from the next monthly payment that is due. When the second installment of the 1999 tax bill falls due, then purchasers are entitled to an additional credit for 28 days towards the second installment of the 1999 tax bill.

2. Purchasers agree that there is no tax, fire and liability insurance escrow and that any existing policy will be prorated at time of closing and the purchasers will be named as an additional insured. Purchasers agree that beginning with the 1999 tax bill due in March of 2000 that purchasers will be responsible to pay all real estate taxes. Seller agrees to pay the second installment of 1998 taxes.

3. Both the Purchasers and the Seller agree that there is no real estate brokers commission due and that the purchasers warrant and represent that they have not used the services of a real estate broker or agent in order to purchase this property.

4. Purchasers agree to accept a survey dated October 13, 1998, a copy of said Survey attached to this Agreement.

5. This Contract may be prepaid in whole or in part at any time prior to maturity without penalty.

Lillie Mae Gee Miller  
LILLIE MAE GEE MILLER, SELLER

Marvin William Baucum  
MARVIN WILLIAM BAUCOM, PURCHASER

Margaret Ann Baucum  
MARGARET ANN BAUCOM, PURCHASER

Dated: July 22, 99

Dated: July 22, 99

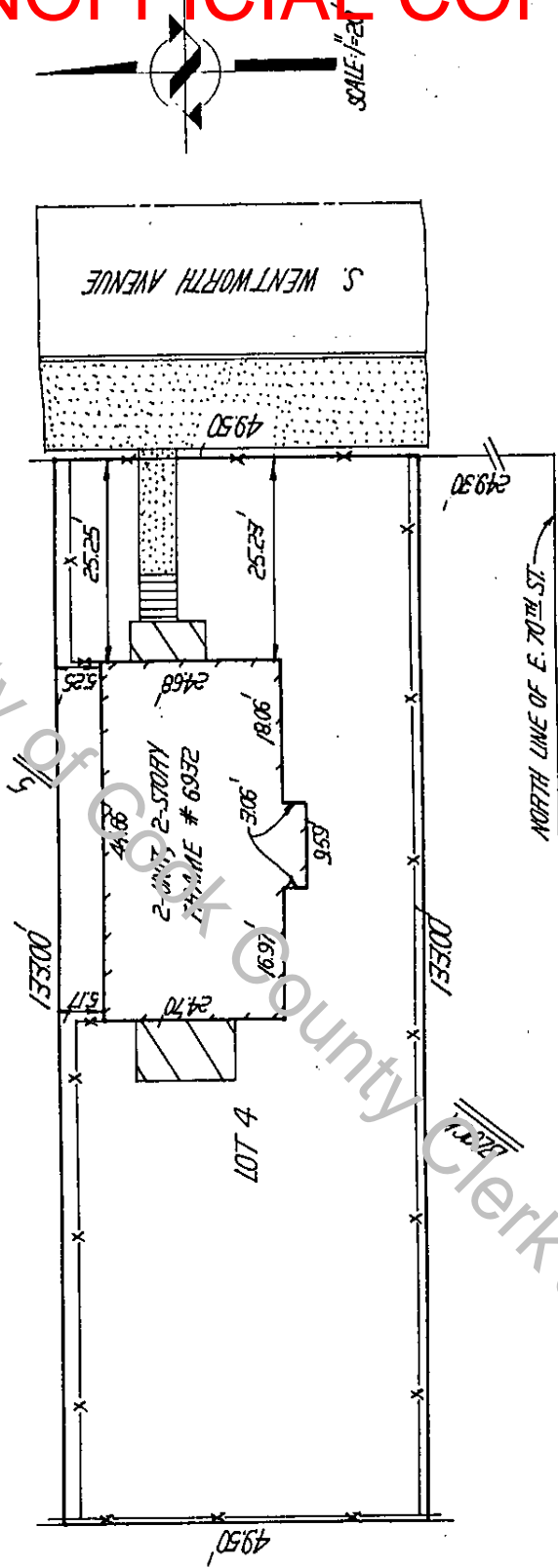
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R.H. GRANATH  
SURVEYING SERVICE, P.C.  
5544 W. 147th STREET  
OAK FOREST, IL 60452

# MORTGAGE INSPECTION

R.H. GRANATH  
SURVEYING SERVICE, P.C.  
PH: (708) 371-4478  
FAX (708) 371-3922

THE NORTH 1/2 OF LOT 4 IN BLOCK 5 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS  
COUNTY OF COOK

WE, R.H. GRANATH SURVEYING SERVICE, P.C., DO HEREBY CERTIFY THAT THIS MORTGAGE INSPECTION WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE INSPECTION, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT APPLICABLE ILLINOIS PROFESSIONAL LAND SURVEYORS ASSOCIATION STANDARDS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3169  
VALID ONLY IF EMBOSSED SEAL IS AFFIXED

DATE: OCTOBER 13, 1998  
CLIENT: FELDMAN & HALPRIN  
R.H.G. ORDER NO. MS-0098-09-216

THIS PLAT WAS MADE FOR A MORTGAGE TRANSACTION. LOT DIMENSIONS ARE RECORD OR DEED DIMENSIONS AND ARE IN FEET AND DECIMAL PARTS THEREOF. THIS PLAT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Property of Cook County Clerk's Office