99 AGREEMENT, made this 19 LILLIE MAE GRE MILLER, individually and as executor of estate of CORA WILSON, MARVIN WILLIAM BAUCOM and MARGARET ANN BAUCOM 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 ______ testing _____ 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. 20-21-414-023-0000 Permanent Real Estate Index Number(s): Address(es) of premises: 6932 South Wentworth, Chicago, Illinois 60621 and Seller further agrees to furnish to Purchaser on or before ___July 27,__ _, 19 <u>99</u>_, 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 (Chic go Title Insurance) (b) certificate of title issued by the Revisiter of Titles of Carlo Carlo. IGT (Chic. go Title Insurance), (b) certificate of title issued by the Registrar of Titles of Cook County, Hinois, (c) more that ble abstract of title], showing merchantable title in Seller on the date hereof, subject only to the matters specified below in part such 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in witing, and until such designation at the office of Lillie Mae Gee Miller. 7522 South Honore, Chicago, IL 60620 the price of FORTY-FIVE THO ISAND AND NO/100 (\$45,000.00) the price of FORTI-TVE line 10. Wit: \$1.000.00 upon execution hereof, receipt of which is hereby Dollars in the manner following 10-wit: \$1.000.00 upon execution hereof, receipt of which is hereby acknowledged, and an additional \$7,000.00 at closing. The balance of \$35,000.00 in installments as follows: The sum of \$972.2 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 ar the rare of _____ per cent per annu n payable _ on the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchase on July 28, 1999 , provided ana 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 9° 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 LAPLANATION **

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 no late 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) booking, 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 in all 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 surfer ner commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller in yelect 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.
- may be superior to the rights of Seller.

 5. Every contract for repairs and improvements on the premises of 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
- 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 *Strike out all but one of the clauses (a), (b) and (c). Co-insured.

Cook County Recorder N 9 25 14 71 03

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10. If Purchaser fails to partaxes, assessment, instructed or min ms or any ones it much circle the series obligated to pay hereunder, Seller may elect to par such tems and ary amount so raid shall become intendition to the purchase price immediately due and payable to ellect with intelest a percent per any more than fifteen (15) days after due date of the failure of the payments for any part thereof, or perform any of Furchaser's coverants hereunder, this corresponds the payments of the p

11. In case of the failure of Purchaser to make any of the payments of 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.

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, 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.

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 account of the provisions hereof, and all such costs, expenses and attorney'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.

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 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 forfeiture, or any other right herein given.

16. Purchase: 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 the eof and confess 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 state in the power and authority in this paragraph given 's given by such persons jointly and severally.

17. If there be more than on person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and prodo ins associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands here inder sl	hall be in writing. The mailing of a notice or de	mand by registered mail to Seller at
LILLIE MAE GEE MILLER, 7512	South Honore, Chicago, IL 60620	or to

Purchaser at 6901 South Wentworth, Chicago, IL 60621, or to the last known address of either party, shall be sufficient service the of. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

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, a ministrators 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 in all asting or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF,	the parties to this agreement h	nave hereun ovet heir hands	and seals in dunlica	te the day and
in minibo mibitati	the parties to this agreement i	inte nerconto set men nanos	and scals in dupite	ic, ilic day alic
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Sealed and Delivered in the presence of	Liebel Mac Helmiller (SEAL
CR ALL THE	Lillie Ma Gee Miller /

Marvin Willim Baucom (SEAL)

Margaret Ann Bauc m (SEAL)

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LETURN TO: JENOME FERDMEN 29 E. MADISON, STESO3 CAEO. IL. 60602

Received	11 .	on X	within		Agreement
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		LEGAL		FORMS	

RIDER ATTACHED 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)

- 1. At closing there will be no cash proration credit for 1999 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. Purchasels agree that there is no tax, fire and liability insurance escrow and chat 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 Selier 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.
- This Contract may be prepaid in whole or in part at any time prior to maturity without penalty.

L'ILLIE MAE GEE MILLER, SELLER

TAM BAUCOM, PURCHASER

MARGARET ANN BAUCOM, PURCHASER

Dated July 22.99

Dated: July 22-

MORTGAGE INSPECTION

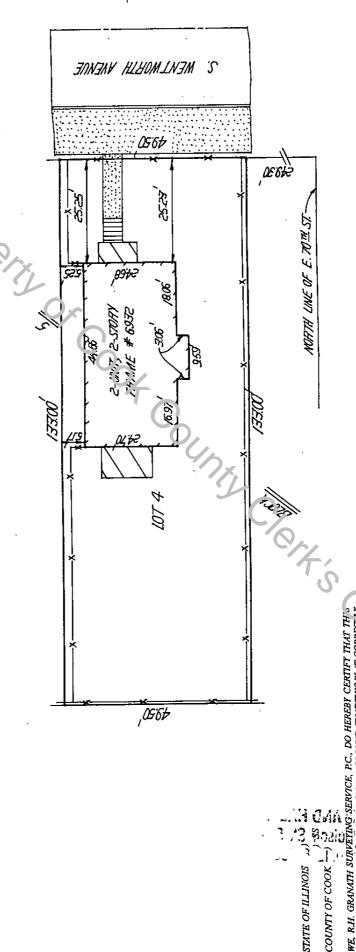
SURVEYING SERVICE, P.C. PH: (708) 371-4478 FAX (708) 371-3922

R.H. GRANATH

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

94-99-86

1/2 OF LOT 4 IN BLOCK 5 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/3 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THE NORTH



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.

DATE: OCTOBER 13, 1998

CLIENT: FELDMAN & HALPRIN

R.H.G. ORDER NO. MS-0098-09-216

ILLYONS PROFESSIONAL LAND SCRUEYOR NO.

MORTGAGE INSPECTION THAS MADE ON THE GROUND, THAT THIS PLAT CORRECT LY

13.0

STATE OF ILLINOIS

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AN SERVICE CONFO SECONAL LAND SURVE

REPRESENTS THE FA THIS PROFESSIO TILINOIS PROE

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ALID ONLY IF EMBOSSED SEAL IS AFFIXED