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Cook County Recorder

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OTTO H. BROWN Attorney at Law 9127 S. Constance Chicago, IL 60617



INSTALLMENT AGREEMENT FOR WARRANTY DEED

AGREMENT, made this 1st day of February 1997, between SUHAIL-ABU BAKER, hereinafter referred to as Seller, and SAMIEH S. JADRAWI, hereinafter referred to as Purchaser.

WITNESSETH, that is Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Selier hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable, warranty deed, with waiver of homestead, subject to matters hereinafter specified, the premises situated in the County of Cook and State of Illinois, described as follows:

LOT 1 IN THE 1ST ADDITION TO HANLEY'S SUBDIVISION, BEING A SUBDIVISION OF LOT 20 IN BLOCK 5 IN AUTHUR 1. MCINTOSH AND COMPANY'S RIDGELAND, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly know as: 6621 West 89th Place, Oaklawn, ILLINOIS 60453 Permanent Index No.: 24-06-207-030-0000

Seller further agrees to furnish to Purchasers on or before April 1, 1999 at Seller's expense, evidence of title, including Owners' Title Insurance Policy.

Purchaser hereby covenants and agrees to pay to Seller at such place that seller shall designate, from time to time, the purchase price of ONE HUNDRED SIXTY THOUSAND AND 00/100(\$160,000.00) DOLLARS, in the manner following:

Purchaser shall pay an initial payment of FIFTEEN THOUSAND AND 00/100(\$15,000.00) DOLLARS to the Seller and the balance as follows:

Purchaser shall pay the sum of ELEVEN HUNDRED FORTY-ONE AND 00/100(\$1141.00) DOLLARS, in consecutive monthly installments for a period of two(2) years (24 consecutive installments) after which, Purchaser will pay a final

installment of ONE HUNDRED FOURTEEN THOUSAND AND 00/100(\$114,000.00) DOLLARS. Due on or before March 1, 1999, TO PAY OFF BALANCE.

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TOTAL MONTHLY INSTALLMENT: ELEVEN HUNDRED FORTY ONE AND 00/100 (\$1,141.00) DOLLARS Due the first day of each month, beginning March 1, 1997,

Possession shall be delivered to Purchaser as of the date of this agreement.

It is further espressly 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 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 the Purchaser; (d) easements of record and partywalls, 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, streets and alleys, if any.
- 2. Purchaser shall pay before accrual of any penalty, all taxes and installments of special assessments pertaining to the premises that become payable on or after the date of delivery of possession to Purchaser. Payment shall be included in mouthly installments to the Seller The Seller shall pay the insurance and annual real estate taxes to the Cook County Collector when due.
- 3. Purchaser shall keep the building 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 eliminate such waste and the cost therof shall become an addition to the purchase price immediately due and payable to Seller...
- 4. Purchaser shall not suffer or permit any mechanics lien or other lien to attach to or be against the premises, which may be superior to the rights of the Seller.

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- 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 the Seller.
- 6. Purchaser shall not transfer or assign this agreement or any interest therein.

 Any such assignment or transfer, shall not vest in the transferee or assignee any right, title or interest herein or hereumer or in the premises, but shall render this contract null and void, at the election of the Sellor. Purchaser may not lease the premises, or any part thereof for any purpose, without Sellor's prior written consent.
- 7. No right, title or interest, legal or equitable, in the premises, or any part hereof, shall vest in Purchaser until 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 or modification to or of this agreement of any kind whatsoever shall be made or claimed, shall have any force or effect unless it shall be endorsed in writing and signed by both parties.
- 9. All buildings shall be insured in the Seller's name at Purchaser's expense, against fire, lightning, windstorm and extended coverage risks in a company agreeable to the Seller. Purchaser shall include in the monthly installment 1/12 of the annual cost of the insurance and Seller shall maintain said sums in escrow from which Seller shall pay the annual insurance premium.
- 10. In case of failure of the 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 the Seller be forfeited and determined, and Purchaser shall forfeit all payments

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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.

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- 11. 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 Cook County, Illinois.
- 12. 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 part of the property of Seller, without liability or obligation on Seller's part to account to Purchasers therefor.
- 13. Purchaser shall pay to Selier 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 Furchaser shall 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 the Seller against the 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 judgement entered in any proceeding brought by the Seller against the Purchaser on or under this agreement.
- 14. All notices and demands shall be in writing. The mailing of a notice or demand shall be to the Seller at: As Seller may from time to time direct.

To the Purchasers: 6621 West 89th Place, Oaklawn, Illinois 60453

15. 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, administrators and assigns of the respective parties.

16. Seller warrants to Purchasers that no notice form any city, village or other the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agents.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

SELLER

PURCHASER

-OOA COUNTY CLERA'S OFFICE

WITNESS

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