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## RIDER TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

R-1. Purchase price and payments. The purchase price of \$56,000 shall be paid as follows:

- A. Purchaser shall pay \$12,000 by cashier's or certified check at closing.
- B. The balance of \$44,000 shall be paid in equal monthly installments of \$424.61 (amortized on a 20 year schedule) with payment commencing on September 1, 1985. The balance shall bear interest at the rate of 10% per annum. Interest shall be paid in advance for the next month.
- C. Payments shall be due on the first day of each and every month. The balance due hereunder may be prepaid in whole or in part at any time without penalty or charge of any nature whatsoever.
- D. Provided that purchaser has not committed any act of default that would accelerate the balance due hereunder sooner, the balance due hereunder shall accelerate and become due and payable in full on September 1, 1990, unless Purchaser has given Seller written notice on or before July 1, 1990 of his election to extend this agreement for one (1) year under the following payment terms:

The outstanding balance on September 1, 1990 shall bear interest at the rate of 12% per month and be paid in equal monthly installments amortized on a 20 year schedule, interest payable in advance for the next month.

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In the event of such election, and provided that purchaser has not committed any act of default that would accelerate the balance due hereunder sooner, the balance due hereunder shall become due and payable in full on September 1, 1991. Purchaser shall only be eligible to make the election provided for herein if he is not in default in any respect under this agreement.

- E. All payments received by Seller shall be first applied to the tax fund reserve provided for in paragraph R-5 below, then to interest, and the balance, if any, applied to principal.

R-2. Delinquency Penalty. In addition to all other remedies given to Seller hereunder, it is further agreed that if any of Purchaser's monthly payments of principal, interest and/or escrows are more than 5 days past due, the following late payment penalty

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will also be due for such delinquent payments: Two (2) percent of the total payment of principal, interest and/or escrow past due.

R-3. Disclaimer of Warranties. Purchaser acknowledges that he has examined the premises to be conveyed pursuant to the terms hereof and is fully cognizant of the condition thereof. Purchaser further acknowledges and agrees that no representations, statements or warranties, expressed or implied, which may have been made to him respecting the condition of the premises, shall survive the execution of this agreement.

R-4. Insurance. Until the purchase price plus interest is fully paid and this Agreement fully performed, Purchaser shall keep the premises at all times insured at his expense in the name of Seller against loss or damage by fire with extended coverage in the amount of the full insurable value thereof, and shall secure and maintain public liability insurance in an amount satisfactory to Seller, all such insurance to be carried by good and responsible insurance companies acceptable to Seller, and all policies of insurance to be deposited with Seller. Upon the issuance of any insurance policy and at least thirty (30) days prior to the expiration of any of the policies heretofore delivered to or held by Seller, Purchaser shall deliver every such policy and renewal thereof to Seller and exhibit to and deposit with Seller receipted bills showing the payment of the premiums therefor. In the event that Purchaser fails to renew or place new insurance on the premises at least thirty (30) days prior to the expiration of the existing insurance policies, Seller shall have the right as agent of Purchaser, at Purchaser's expense, to renew or to place new insurance on the premises for such a period as Seller may select not exceeding one (1) year. The insurance policies shall provide that damages in case of loss shall be payable to Seller. In case of loss or damage by fire while this Agreement remains in force, the proceeds of the insurance when collected shall be applied to the restoration, rebuilding or repairing of the damaged premises, provided that the proceeds shall be sufficient to pay in full for such restoration, rebuilding or repairing as will put the improvements on the premises in substantially as good condition as before the damage occurred. It is further agreed that if in such case Purchaser causes the premises to be so restored, rebuilt and repaired within ninety (90) days of the time the loss occurred, then all insurance monies which may be received by Seller on account of such damages shall, to the extent necessary, be paid on Architect's Certificates from the architect in charge of the restoration, rebuilding or repairs or the expenses thereof and any surplus of insurance money remaining after the payment of such expenses and all said insurance monies if Purchaser fails to restore, rebuild or repair said premises may be applied by Seller on the last maturing installments of the indebtedness owing it hereunder. If the proceeds of the insurance when collected are not sufficient to pay in full the expenses of such restoring, rebuilding or repairing the premises, then they shall be used for such purpose only if Purchaser shall within sixty (60) days after

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the damage shall have occurred, deposit with Seller additional funds which, together with the proceeds of the insurance monies, shall be sufficient to pay in full such expenses of the restoring, rebuilding and repairing the premises, free of mechanic's liens, and if Purchaser fails to deposit such additional funds within the sixty (60) day period, or, having deposited such funds, fails to carry on or complete such restoration, rebuilding or such repairs within a reasonable time, then upon such failure, Seller may apply the proceeds of the insurance monies to the last maturing installments of the indebtedness owing it hereunder.

Any restoration, rebuilding or repairs not as a result of a fire or any other kind of loss hereunder shall be done only in accordance with Paragraph 3 of the printed contract to which this Rider is attached.

R-5. Fund for Taxes, Charges and Premiums. Purchaser shall deposit with Seller on the date each monthly installment is due, until the purchase price is paid in full, a sum equal to one-twelfth (1/12) of the estimated real estate taxes and special assessments for the year. Purchaser shall not be required to make monthly escrow deposits for the payment of insurance (however, any transferee or assign shall be so responsible), but he shall pay said bills and shall exhibit proof of payment to Seller not later than 30 days prior to their due date. In the event Purchaser ever fails to pay an insurance premium in accordance with the above deadline, Seller shall have the option to require Purchaser to deposit with Seller on the date each monthly installment payment is due, until the purchase price is paid in full, a sum equal to one-twelfth (1/12) of the estimated annual premiums for the insurance coverages required to be kept and maintained by Purchaser. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. No interest shall be due or paid on such funds.

If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Purchaser shall pay to Seller any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed by Seller to Purchaser requesting payment thereof.

R-6. Use of Premises and Repairs. Purchaser shall not use or permit any person to use the premises or buildings, or improvements at any time situated thereon, for any use or purpose in violation of the laws of the United States of America, the State of Illinois, or the ordinances or regulations of the City of Arlington Heights or any Department thereof or any other lawful authority, to which premises are subject, and that until the entire purchase price is fully paid and this Agreement fully performed by Purchaser, that he will put and keep the buildings and improvements at any time situated on the premises in a safe, tenantable and good condition, order and repair, shall cure any and all building and fire code violations and will save and keep harmless Seller in the premises from and against all liens or claims for lien or for material or labor or both and will not permit or suffer any liens to arise or

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accrue against the premises and will not suffer or permit any waste on or to the premises, nor to do or permit to be done, anything to diminish the value thereof. Purchaser further covenants and agrees to save, protect and keep harmless Seller against any loss, damage, cost or expense, by reason of any accident, loss or damage resulting to any person or property by reason of any accident, loss or damage resulting to any person or property by reason of any use which may be made of the premises or of any improvements at any time situated thereon, or by reason of or accruing out of any act or thing done or permitted to be done or not done upon the said premises or any building at any time situated thereon.

R-7. Abandonment. Thirty (30) days absence by Purchaser with any installment being unpaid, or removal of a substantial portion of Purchaser's personal property with installments being paid, and, in either case, reason to believe Purchaser has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Purchaser. In such event, and in addition to Seller's other remedies, Seller may enter upon the premises and act as Purchaser's agent to perform necessary decorating and repairs and to resell the premises outright, or on terms similar to those contained in this Agreement with allowance for then existing market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Purchaser's interest therein shall thereby pass under this Agreement as a Bill of Sale to Seller without additional payment by Seller to Purchaser.

R-8. Effective Waiver. Delay or forbearance by Seller in the enforcement of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind Purchaser's heirs, successors and assigns.

R-9. Seller's Access. Seller may make or cause to be made reasonable entries upon an inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying a reasonable cause therefor related to Seller's interest in the premises.

R-10. Assignment Only With Consent. 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. Any violation of this paragraph shall cause the immediate acceleration of the balance due hereunder which balance shall thereupon become due and payable in full.

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R-11 Performance. If Purchaser (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within thirty (30) days of written notice to Purchaser; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Purchaser's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and, in such event, Seller shall have the right to re-enter and take possession of the premises aforesaid.

In witness whereof, the parties to the Installment Agreement for Warranty Deed dated August 8, 1985, hereby execute this Rider thereto and hereby incorporate by reference the terms and conditions of that Agreement into this Rider.

Sealed and Delivered in  
the presence of

\_\_\_\_\_  
\_\_\_\_\_

Purchaser:

Henry George Leka  
Janice Leka

Seller:

Julian Bowen  
Walter Bowen

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CAUTION Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 8 day of August, 1985, between  
Kostas G. Bovis and Lillian Bovis, his wife Seller, and

Harry Geoulekas and Jonnifer A. Geoulekas, his wife 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 Northwesterly 4 feet 11 inches of Lot 360, Lot 361, in Stonegate, being a Resubdivision of H. Roy Berry Company's East Moreland being a subdivision of that part of the West half (1/2) of the Northwest quarter (1/4) of Section 33, and that part of the East half (1/2) of the Northeast quarter (1/4) of Section 32 lying Northeasterly of the Chicago and Northwestern Railroad Company, all in Town 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

and Seller further agrees to furnish to Purchaser on or before August, 1985, at Seller's expense, the following evidence of title to the premises: (a) ~~Owners title insurance policy in the amount of \$10,000 issued by~~ (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) ~~merchantable title 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 Bovis & Bovis, Inc.

900 W. Northwest Highway, Arlington Heights, Illinois 60004

the price of \$56,000.00  
Dollars in the manner following, to-wit:

See Rider

with interest at the rate of 18 percent per annum payable on the whole sum remaining from time to time unpaid

Possession of the premises shall be delivered to Purchaser on August 8, 1985

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 1985 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 1984 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 the 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 account of any penalty, fine 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 Seller 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 18 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, 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.

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

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