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The Seller, JOSEPH F. MORAVEK and MARY ANN MORAVEK, HIS WIFE and the Buyer, JOAQUIN RIVERA, agree to sell and agree to purchase the real estate commonly known as 1720 N. California Avenue, Chicago, Illinois, approved with and described as follows:

LOT 8 IN BLOCK 9 OF HANSBROUGH AND HESS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE RIDER ATTACHED HERETO.

1720 N. CALIFORNIA - AVE., CHICAGO, IL 60647
13-36-323-032
F.A.O.

at a price of FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTEEN and 00/100 Dollars (\$51,815.00) payable as follows: \$7,815.00 upon the signing hereof, the further sum of \$44,000.00 payable \$ 420.49 on the 1st day of September 1986, and a like sum on the 1st day of each month thereafter, with interest on the unpaid balance at the rate of 8 % per annum included until the entire principal and accrued interest have been paid.

The sale and conveyance of the aforesaid real estate is subject to the following terms and conditions:

1. VESTING OF TITLE: Title to the aforesaid described real estate shall remain in Seller until the principal balance and accrued interest have been fully paid. (1) Buyer shall have only the right to possession and the income therefrom, if any, for so long as Buyer shall not be in default hereunder.

2. DEPOSITS BY BUYER: Buyer shall deposit with Seller one-twelfth of the estimated current real estate taxes and fire insurance premiums, in addition to, and contemporaneously with, any principal installments hereinafore provided.

3. SALES AND CONVEYANCE SUBJECT TO: The Buyer takes subject to: General real estate taxes for the years 1986 and subsequent years; questions of survey; Zoning and building laws, except as to pending complaints of violations thereof; Rights if any of the public in any portion of the premises which may fall within any street or alley adjacent to said premises; the rights of any person claiming by or through the Buyer; matters to which the Guaranty Policy to be furnished by Seller, are customarily subject;

(-)- Installments for apochat assessments listing thereafter as noted.

(x) Party-wall and party-wall agreements

(x) Easements or easements of record

() Ejectment restrictions

() Mortgage of record of a principal balance of \$----- payable \$----- with interest at the rate of-----%

4. IMPROVEMENTS AND REPAIRS: Purchaser shall not make any improvements, or contract for the same without the written consent of Seller, and if such consent is granted, contracts for improvements or repairs shall contain a provision for waiver of lien, and upon the completion of such work or materials furnished, Buyer shall deliver to Seller, waivers of Mechanics' Liens. Buyer shall maintain the improvements of said premises in a good state of repair and that Buyer will not, nor permit others on said premises, to commit waste to the same.

5. PRORATIONS: Taxes, rents, fuel, insurance, water rates and other items usually prorated, shall be adjusted prorata as of the date the deposits provided are made by Buyer. At Seller's option existing leases and leases hereafter made by Buyer, may be retained by Seller as additional security.

6. RIGHT OF ASSIGNMENT: Buyer may not assign the within agreement, or any portion thereof or any interest of buyer therein, or any portion thereof, or lease or sublet the premises, or any portion thereof, without Seller's consent.

7. EVIDENCE OF TITLE: Seller shall within 20 days of the date hereof, furnish Buyer with evidence of title and merchantable title, subject only to the matters herein set forth, by

() Abstract of title brought down to the date hereof

(x) Duplicate Torrens Certificate and current tax search

(xx) Letter of opinion of GREATER ILLINOIS TITLE COMPANY

If evidence of title be by a preliminary report of title by a title company, and such report shall contain objections or defects other than those to which Buyer has taken subject, Seller shall have 20 days from the receipt of the report in which to cure the same, and failing to so do, Buyer may, at his election accept the title as it then is, or upon written notice on Seller, declare the within agreement null and void, and Buyer's deposits shall be forthwith returned to him. However in such case Seller shall be liable to Buyer for reasonable attorney's fees incurred.

If evidence of title furnished be satisfactory, and Buyer shall make the additional deposit provided, Seller shall within 15 days thereafter, deliver to Buyer a duplicate Guaranty Title policy covering Buyer's interest as contract purchaser.

8. DELIVERY OF DEED: A Statutory WARRANTY deed with the required documentary stamps affixed and free of dower and homestead, shall be delivered to Buyer when:

(a) Buyer shall have made all the payment provided, or

(b) Buyer shall have paid the principal sum of \$----- or more, and accrued interest, and shall execute his note for the balance due, with amounts of payment and at a rate of interest as is provided currently to be paid by Buyer securing a purchase money mortgage on said premises, to be executed by Buyer, or

(c) The principal balance owed by Buyer shall be equal to or less than an existing mortgage balance, provided Buyer shall assume and agree to pay such mortgage balance (if less than the principal balance, Buyer may pay the difference on terms acceptable to the parties); or

(d) Either party may obtain a mortgage in the amount of the principal balance and accrued interest owed by Buyer, at Buyer's cost, provided Buyer shall approve the terms of payment, rate of interest and the cost of obtaining same, but if the amount of payments and rate of interest shall not exceed the requirements of Buyer hereunder, and Seller shall elect to pay the commission for obtaining the same, Buyer agrees to execute all documents necessary to consummate such loan.

* Insert "included", or when payable

(Over)

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9. POSSESSION: Seller shall deliver possession of the premises to Buyer on or before... and upon his failure to do so, Seller will pay Buyer... for each and every day possession shall be withheld.

10. SELLER'S RIGHT TO MORTGAGE: Seller shall have the right at any time prior to Buyer taking title, to mortgage the premises, or to renew any existing mortgage, provided the amount of such mortgage shall not exceed the principal balance then owed by Buyer...

11. CONVEYANCE OF PERSONALTY: With the delivery of the deed, Seller shall also deliver to Buyer a Bill of Sale to the following described personal property, free and clear of encumbrances: Heating systems, hot water heater, screens, storm windows, and doors, if any and:

12. PLACE OF PAYMENT: All payments required hereunder shall be made at or at such place as Seller shall in writing, from time to time, direct.

13. INSURANCE: Seller may place, or permit Buyer to place, and maintain in force, fire and extended coverage insurance covering the premises in an amount to be approved by Buyer, but not less than 80% of the purchase price, and public liability insurance, if obtainable.

14. CONDEMNATION OF THE PREMISES: In the event proceedings are commenced in eminent domain with respect to the above described premises, prior to delivery of a deed, the conveyance to be made by Seller shall be subject to such proceedings, and Buyer's rights distributed as follows: reimbursement for court costs, reasonable attorney's fees and other charges expended or incurred in defending in said proceedings...

15. DEFAULT OF BUYER: In the event Buyer shall fail to make any of the payment provided, when due, including the deposit of sums provided for taxes and insurance, or Buyer shall be in default of any other covenant or condition herein contained, and such default shall continue for a period of 30 days, at Seller's option, and upon Seller giving Buyer 5 days written notice, setting forth the nature of the default, and at the expiration of the 5 days, Buyer shall then fail to cure such default, Seller may, without further demand or notice, declare the entire remaining principal balance and accrued interest due and payable, and unless forthwith paid, Seller shall have the right to forfeit and terminate the within agreement and retain all payments made by Buyer as liquidated damages...

16. ALTERNATIVE REMEDIES: The remedy of forfeiture shall not be exclusive of other remedies, but in the event of default, or breach under this agreement, Seller shall have every other remedy given at law or equity, and shall have the right to maintain and prosecute all available remedies contemporaneously or otherwise, with the right of forfeiture, or any other right or rights given.

17. PAYMENT OF COSTS: Buyer shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred in any action or proceedings to which Seller may be made a party by reason of being a party to this agreement, and Buyer shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in the enforcement of the covenants and provisions hereof, and such costs, expenses and attorney's fees may be included in any judgment entered in any proceeding brought by Seller against Buyer under this agreement.

18. JUDGMENT CLAUSE: Buyer hereby constitutes, irrevocably, any attorney of any court of record, as attorney for Buyer, in Buyer's name, on default of any of the provisions on the part of Buyer to be performed, to enter Buyer's appearance, waive service of process, right to trial by jury, and to confess judgment against Buyer in favor of Seller for such amount as may appear to be due, together with the costs of such suit including reasonable attorney's fees, and to waive all errors which may appear in entering said judgment and the right to appeal from such judgment, and to waive all notices and demands in writing that a writ of restitution be issued forthwith. The Buyer waiving all rights to any notice or demand under any statute in this state with reference to such suit or detainer action. If there be more than one person herein designated as "Buyer", the power and authority of confession of judgment is given jointly and severally.

19. STATE OF REPAIRS: The Buyer acknowledges that he has examined the premises, prior to the execution hereof, and that he knows the present state of repairs and of any existing defects, and agrees to accept the premises in its present condition. Seller represents that there are no pending complaints or orders with respect to the violation of any building or zoning ordinance.

20. NOTICE: Any notice required to be served upon either of the parties may be served in person or by registered or certified mail at the last known address of the parties, or as follows:

On Seller: JOSEPH FRANK MORAVEK 377 BLACK HAWK RD. RIVERSIDE ILL 60546
On Buyer: JOAQUIN P. RIVERA 1718 N. CALIFORNIA AVE (CHICAGO) ILL 60647

21. BUILDING CODE COMPLIANCE
() Certificate of Compliance attached
() It is expressly warranted that no notice has been received from any city, village, or other governmental authority of a dwelling Code violation which existed in the dwelling structure located upon the premises herein described, before the installment contract was executed, had been received by the contact Seller, his principal or his agent, within 10 years of the date of the installment contract.
() Notice of violation has been received, and attached is a detailed statement of all violations referred to.

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All of the obligations and rights herein contained shall be binding upon and inure to the heirs, executors, of the respective parties.

It is agreed that whether there shall be more than one party as Seller or Buyer, the terms "Seller" and "Buyer" may be used, and irrespective of the pronouns used herein.

In Witness Whereof, the parties have hereunto set their hands to the aforesaid agreement consisting of this page, the reverse side hereof, and riders attached hereto, if any, this day of 19

Joseph F. Moravek (Seller(s))
Joaquin P. Rivera (Buyer(s))

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RIDER ATTACHED TO AND MADE PART OF INSTALLMENT AGREEMENT
BY AND BETWEEN JOSEPH F. MORAVEK and MARY ANN MORAVEK, HIS WIFE
AND ~~JOSEPH F.~~ RIVERA DATED THIS DAY OF JULY, 1986, RELATIVE TO
THE PREMISES COMMONLY KNOWN AS 1720 N. CALIFORNIA AVE., CHICAGO, IL.

In the event of a conflict between the terms of this Rider and the standard form Agreement to which it is attached, this Rider shall control.

21. The parties agree that Seller has delivered the subject premises to Purchaser in good operating condition with all heating and electrical fixtures and components in good operating condition.

Other than as provided herein and in Paragraph 21, Seller makes no further warranties or representations regarding the condition of the premises and Purchaser acknowledges that he has made his own investigation and is fully aware of the condition of the property upon 30 day notice from seller to purchaser, in writing.

22. Purchaser shall be responsible and pay for all outstanding real estate taxes levied on the subject property and shall promptly pay same when due. In the event that Purchaser fails to pay said real estate taxes on the date due, then such failure shall constitute a default under this contract.

23. Purchaser agrees to keep said premises insured under a fire and extended coverage, vandalism and malicious mischief coverage in a company acceptable to the Seller, it being understood that such acceptances will not be unreasonably withheld, for an amount not less than the unpaid balance of the purchase price and also to keep insured under a public liability policy for not less than \$ 60,000.00 P.A.L. coverage for one person and 1,000,000.00 P.A.L. FOR ANY ONE ACCIDENT INSURING THE Seller as Owner and Purchaser as contract Purchaser. The public liability policy shall be a general liability policy for a landlord's and tenant's public liability policy as may be applicable. All such policies are to be deposited with the Seller. Failure to maintain such policies of insurance shall be deemed a default under the terms of this contract.

24. As additional security for all payments due thereunder, the Purchaser agrees to assign all of the rents, issues and profits which may hereafter become due under or by virtue of any leasing, by the Purchaser, whether written or oral, for the use and occupancy of any part of the premises hereinabove described. This provision shall apply to all rentable units contained in the entire property. Under the power herein granted, it is the intention of the Purchaser to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Seller herein. The rights granted hereunder are to be available only if and when the Purchaser hereunder defaults in any of the terms and conditions contained in this entire agreement. When balance of purchase price is paid and Purchaser is entitled to a warranty deed, Purchaser shall also receive a release of the assignment of rents hereunder.

25. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty (30) days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Seller a Liquor liability Dram Shop Policy or policies in amounts satisfactory to Seller and in a company or companies acceptable to Seller insuring the Seller, against any such liability.

26. Buyer shall keep the subject property in good repair and not allow any waste to be committed thereon. In the event any legal proceedings are instituted to enforce building code violations, Buyer shall assume the liability for same and shall indemnify, save and hold sellers harmless for any fines levied costs, and expenses which Sellers may incur, including reasonable attorney's fees, arising out of any such litigation.

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27. Should any insurance required hereunder not be provided as aforesaid and at the time hereinable specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Seller may at their option either (a) place such insurance, if obtainable, and charge the cost of same to the Purchaser, or (b) in the event a tenant on the subject premises creates a hazard which is not insurable, the Purchaser shall cause said tenancy to be terminated; (c) if Purchaser occupies the portion of premises which are creating the hazard, upon Seller's demand, Purchaser shall cease such use and occupancy forthwith. *seller shall give/provide 30 day written notice.*

*J.P.R.
J.M.*

SELLERS:

Joseph F. Moravek

JOSEPH FRANK MORAVEK

Mary Ann Moravek

MARY ANN MORAVEK, His Wife

BUYER:

Joaquin A. Rivera

~~JOAQUIN A. RIVERA~~ JOAQUIN P. RIVERA

Property of Cook County Clerk's Office

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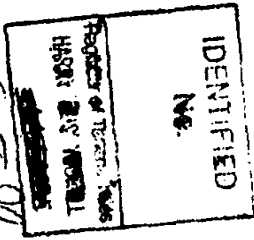
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GREATER ILLINOIS
TITLE COMPANY

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