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INSTALLMENT AGREEMENT
FOR WARRANTY DEED
(ILLINOIS)

1. BUYER, LAYLA SULEIMAN, a spinster, Address 4827 S. Kedvale
Chicago Cook County; State of Illinois agrees to purchase, and
SELLER, Louise Krupa, Address 4858 S. Keeler,
Chicago, Cook County; State of Illinois agrees to sell to Buyer
at the PURCHASE PRICE of Sixty-five Thousand Five Hundred Dollars (\$65,500.00) the property
commonly known as 4827 S. Kedvale, Chicago, Illinois and legally described as follows:

Lot Thirty-two (32) in Block Six (6), in William A. Bond and Company's Archer Home Addition, being a Re subdivision of Blocks One (1) to Sixteen (16) inclusive, in William A. Bond's Subdivision of the East Half (1/2) of the Northeast Quarter (1/4) of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian.

(hereinafter referred to as "the premises"), with approximate lot dimensions of 30 ft. X 125.88 ft. together with all improvements and fixtures, if any, including but not limited to: all central heating, plumbing and electrical systems and equipment, hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screens; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property: sofa bed, stove, cabinet, diningroom table, and bed, all carpeting, blinds, curtain rods, and one (1) chandelier.

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

A. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer, or his nominee, by a recordable Warranty deed with release of homestead rights (or other appropriate deed in the event title is then in an estate), good and merchantable title to the premises subject only to the following permitted exceptions, if any: (a) General real estate taxes for the year 1982 and subsequent years; (b) special taxes and assessments confirmed or levied after the date hereof; (c) all installments of special assessments heretofore confirmed or levied, falling due after the date hereof; (d) Building, building line, and use of occupancy restrictions, conditions, and covenants of record which do not provide for a reversion or possibility of reverter of title for breach thereof; (e) zoning laws and ordinances; (f) Public utility easements; (g) The rights of any and all persons claiming by, through or under Buyer.

B. Performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid, unless the same shall be waived by Seller or default shall be cured by Buyer as provided herein or by law.

3. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay to Seller at by direct deposit into Seller's account to be opened at Citicorp to such other person or at such other place as Seller may from time to time designate by written direction to Buyer, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of the initial closing at the rate of ten (10) percent per annum, amortized over a period of 7 years, all payable in the manner following to wit:

A. Buyer has paid \$ 15,000.00 as earnest money to be applied on the purchase price. The earnest money shall be held by N/A for the mutual benefit of the parties hereto.

B. At the time of the initial closing, the additional sum of \$ 15,000.00 (Fifteen thousand dollars) prorations, if any, as hereinafter provided;

C. The balance of the purchase price, to wit: \$ 50,500.00 to be paid in equal monthly installments of \$ 838.36 each, commencing on the 15th day of January, 19 87, and on the 15th day of each month thereafter, for a total of 59 monthly payments, and

D. The 60th and final payment ("balloon payment") of the purchase price and all accrued but unpaid interest and other charges as herein provided, if not sooner paid, shall be due on the 15th day of December, 19 91.

E. All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which become due subsequent to the date of the initial closing; third, to pay insurance premiums falling due after the date of the initial closing; and fourth, to reduce said unpaid principal balance of the purchase price. Buyer may prepay any or all of the principal balance at any time, without penalty.

F. Payments of principal and interest to Seller shall be received from Buyers not in tenancy in common, but in joint tenancy with right of survivorship.

4. **CLOSINGS:** The "initial closing" shall occur on December 12, 19 86 (or on the date, if any, to which said date is extended by reason of subparagraph 8(b) herein), at office of Seller's Attorney, 481 N. LaSalle, Chicago, IL. "Final closing" shall occur on or before the 15th day of December, 19 91, provided all covenants and conditions herein to be performed have been so performed.

5. **ESCROW CLOSING:** At the request of Seller or Buyer, evidenced by notice in writing to the other party at any time prior to the date for initial closing, this agreement shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow, and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Buyer.

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6.) **POSSESSION:** Possession shall be granted to Buyer on 03/05/86 date of closing, 19 86, provided that the full down payment, plus or minus prorations, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is not otherwise in default hereunder.

7. **SURVEY:** At least ten (10) days prior to initial closing, Seller shall deliver to Buyer or Buyer's agent, at Seller's expense, a current spotted survey by a licensed surveyor, showing the location of all buildings and improvements to be within the lot lines, no encroachments onto set back lines or easements, and no encroachments of buildings and improvements from adjoining properties.

8. **TITLE:** At least fourteen (14) days prior to initial closing, Seller shall furnish to Buyer or Buyer's agent evidence of good and merchantable title in the intended grantor by (a) exhibiting an owner's duplicate Certificate of Title or a certified copy thereof, and current Special Tax Search and Federal Lien Search reports issued by the Registrar of Titles, or (b) by delivering a commitment for Contract Purchaser's Title Insurance of a title insurance company in the amount of the purchase price and covering the date hereof, subject to no exceptions other than (1) the general exceptions contained in the policy, unless the premises are improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the permitted exceptions set forth in paragraph 2 or any Rider incorporated herein; (3) other title exceptions pertaining to liens of a definite or ascertainable amount, which may be removed by the payment of money and which Seller shall cause to be removed at or prior to the initial closing; and (4) acts done or suffered by or judgments against the Buyer or those claiming by, through, or under the Buyer. If the title evidence discloses unpermitted exceptions Seller shall have thirty (30) days from Seller's receipt of evidence of title to cure such exceptions, after timely notice in writing to Buyer. If Seller fails to cure such unpermitted exceptions within the specified time, Buyer may terminate the contract between the parties, or may elect within ten (10) days after the expiration of Seller's thirty (30) day period to cure, by written notice to Seller, to take the title as it is then, with the right to deduct from the purchase price for liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void, and all monies paid by Buyer hereunder shall be fully refunded. If a Special Tax Search, Lien Search, Judgment Search, or the title commitment discloses judgments against the Buyer which may become liens on the premises, Seller may declare this contract null and void and, in that event, shall refund to Buyer the earnest money paid, less Seller's costs, if any, incurred in furnishing evidence of title and survey. After initial closing, Seller shall have no further obligation to furnish title evidence, except that Seller shall remove any exception not permitted hereunder resulting from acts done or suffered by, or judgments or liens against, Seller between the initial closing and the final closing, and Seller shall deliver to Buyer at final closing an owner's duplicate Certificate of Title if property is registered with the Registrar of Titles.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer, at the initial closing and again at the final closing, with an Affidavit of Title covering said acts, subject only to those items set forth herein, and an ALTA form if required by the title insurance company or Buyer's mortgagee.

10. **PRORATIONS:** Real estate taxes (based on most recent ascertainable taxes), rent, water taxes and other proratable items shall be prorated to date of initial closing.

11. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal, or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment, water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises; and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative the operation of all said equipment, and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. *IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER TO THE CONTRARY, PRIOR TO INITIAL CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.* *Buyer has inspected property and found it to be satisfactory.*

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

12. **BUYER TO MAINTAIN:** Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises, including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry, including chimneys and fireplaces, etc. If, however, the said premises shall not be kept in good repair, and in a clean, tightly, and healthy condition by Buyer, Seller may either (a) enter same, by himself, his agents, servants, or employees, after notice to Buyer, to do the necessary repairs and work required to restore the premises to good repair and condition, and the cost thereof shall become an addition to the purchase price for the premises immediately due and payable to Seller, with interest computed at the rate set forth in paragraph 3 herein until paid; or (b) to notify Buyer to make such repairs and to place the premises in a clean, tightly, and healthy condition within thirty (30) days (except as is otherwise provided in paragraph 19 hereinafter), and if Buyer fails to comply with said notice within the time permitted, Seller may thereafter avail himself of such remedies as are provided for by this Agreement or by law.

13. **FIXTURES AND EQUIPMENT:** When possession of the premises is delivered to Buyer, Buyer shall also receive possession of the fixtures, equipment, and personal property to be sold to Buyer pursuant to the terms of this Agreement, but until payment in full of the purchase price is made, none of such fixtures, equipment, or personal property shall be removed from the premises without the prior written consent of the Seller.

14. INSURANCE:

(a) Commencing with date of initial closing and continuing until final closing, Buyer shall keep all buildings and improvements now or hereafter erected on the premises insured in Seller's name, at Buyer's expense, against loss by fire, lightning, windstorm, and other casualty, and also flood insurance where applicable, in companies reasonably acceptable to Seller, with coverage in an amount not less than the amount of the principal balance unpaid hereunder. Buyer shall deliver evidence of timely payment of premiums and copies of all policies to Seller.

(b) In the case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (1) providing the insurance proceeds are sufficient therefore, to fully reconstruct or restore such improvements, or (2) if the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, or the parties agree that reconstruction or restoration shall not be done, insurance proceeds shall be applied first to pay the unpaid principal balance and other sums due Seller from Buyer under this Agreement, and any excess proceeds shall be paid over to Buyer.

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15. **TAXES AND CHARGES:** It shall be the Buyer's obligation to pay all general and special taxes, special assessments, water and sewer service charges, and other taxes, fees, liens, and charges now or hereafter levied or assessed or charged against the premises or any part thereof, or any improvements thereon. Buyer shall deliver to Seller evidence of timely payment of all taxes and charges.

16. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others, shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore.

17. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien, or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written, shall be executed by the Buyer for repairs or improvements upon the premises unless the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

18. PERFORMANCE:

(a) If Buyer (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 Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (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 Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional security in the event of default Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver, ately due and payable by Buyer to Seller.

19. DEFAULT, COSTS AND FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party as a result of the acts or omissions of the other party.

(b) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement. No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default.

20. **NOTICES:** All notices required to be given under this Agreement shall be construed to mean notice in writing, signed by or on behalf of the party giving same, and served upon the other party or his agent personally or by registered or certified mail, return receipt requested, and addressed to the other party; if to the Seller, at the address shown in paragraph 1, or if to the Buyer, at the address of the premises. Notices shall be deemed made when served or delivered.

21. **ABANDONMENT:** Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof, shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, Seller may, but need not, enter upon the premises and act as Buyer'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 marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

22. **SELLER'S ACCESS:** Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection, specifying reasonable cause therefor related to Seller's interest in the premises.

23. **CALCULATION OF INTEREST:** Interest for each month shall be added to the unpaid balance on the 15th day of each month and shall be calculated upon the unpaid balance due as of the last day of the preceding one-month period based upon a 365 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

24. **FINAL CLOSING:** Buyer shall be entitled to delivery of the Deed of conveyance, Affidavit of Title, and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amount due hereunder, in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer, unless otherwise provided in the local ordinance. Both parties shall do such acts and execute such documents as may be reasonably necessary to carry out the provisions of this Agreement. The parties may elect to deposit the Deed and other documents of transfer, to the extent such are known, with an escrow agent, with direction to convey to Buyer upon payment to Seller of all amounts due hereunder.

25. **RECORDING:** The parties shall register this Agreement with the office of the Registrar of Titles, at Buyer's expense.

26. **RIDERS:** The provisions contained in any rider attached hereto are and for all purposes shall be deemed to be a part of this Agreement as though herein fully set forth.

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27. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the contract requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

29. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact, to do or perform any act or agreement with respect to this Agreement or the premises.

If any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust, shall be delivered to the Buyer or his attorney on or before N/A, 1986; otherwise, at Buyer's option, this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

31. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than NONE. Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

32. COLLECTION OF RENT: Buyer shall have the right to rent the premises, or any part thereof, and to collect and retain the rents for Buyer's use and benefit, except as otherwise expressly provided herein.

33. SELLER MAY PAY TAXES AND COSTS: If default is based upon the failure to pay taxes, assessments, insurance, or liens pursuant to the collection place on Buyer under the provisions of this agreement, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12-14 day of December, 1986.

SELLER(S)

BUYER(S)

Louise Krupa

Layla Suleiman

STATE OF ILLINOIS } ss
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louise Krupa personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 12th day of Dec, 1986.

Notary Public - My commission expires
1986

STATE OF ILLINOIS } ss
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Layla Suleiman personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 12th day of Dec, 1986.

Notary Public - My commission expires
5/30, 1986

THIS INSTRUMENT WAS PREPARED BY
KATHLEEN L. WHITE
5912 W. MONTROSE
CHICAGO, IL 60638
(312) 685-2272

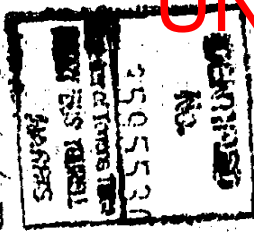
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