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INSTALLATION AGREEMENT FOR WARRANTY DEED

AGREEMENT, made this 2nd day of June, 1987, between OHANNES KOROGLUYAN, Seller, and SERGIO C. MORALES and OFELIA MORALES, his wife, Purchasers:

WITNESSETH, that if the Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchasers in fee simple by Seller's stamped Warranty Deed, subject to the matters hereinafter specified, the premises situated in the County of Cook, and the State of Illinois described as follows:

LOT ONE HUNDRED FORTY ONE (except North Two (2) feet thereof) and North Six (6) Feet of LOT ONE HUNDRED FORTY TWO in T. P. PHILLIPS' SUBDIVISION of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) (except the East 33 feet thereof) of Section 22, Town 39 North, Range 13, East of the Third Principal Meridian. *EAO*

Permanent Index Number: 16-22-302-022 *AT*

Address of the premises: 1641 South 47th Court, Cicero, Illinois 60650

Purchasers hereby covenant and agree 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 OHANNES KOROGLUYAN, 1626 Ravine Terrace, Highland Park, Illinois, the price of TWENTY THOUSAND (\$20,000.00) DOLLARS in the manner following, to wit:

FIVE THOUSAND (\$5,000.00) DOLLARS in cash at time of signing this AGREEMENT, and FIFTEEN THOUSAND (\$15,000.00) DOLLARS with interest at the rate of ELEVEN (11 %) PERCENT per annum payable on the whole sum remaining from time to time unpaid, payable pursuant to monthly amortization schedule in the amount of \$1,325.73 per month for twelve months, the first payment of \$1,325.73 shall be due and payable July 22, 1987 and the sum of \$1,325.73 shall be due and payable on the 22nd day of each month thereafter.

Seller hereby warrants that title to the aforesaid property is registered in Torrens Volume 2910-2, Page 438, Owners Certificate Number 1452874; and that he acquired title by a Deed registered March 24, 1987 and numbered Document Number 3601353 by the Registrar of Titles of Cook County, Illinois.

*Memo Only
EAO*

[Handwritten signature]

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The Seller hereby covenants the above described premises are not Homestead Property, and that he has never occupied said premises; and that the Commissioner of Buildings of the Town of Cicero has given written notice and instituted a law suit against Seller to correct certain building code violations of the Town of Cicero, and has complained that the building in the above described premises is in a dangerous and unsafe condition, that the first floor windows are broken, and there is much debris and garbage on the rear of the lot, and the property is abandoned; and the Seller desires to expend no funds whatsoever to correct such structural defects in the building and the damage and deterioration thereof, and desires to sell the premises "As Is".

Purchasers hereby covenant and agree that they have investigated the condition of the premises, and are hereby purchasing the property "As Is" and for the purpose of making such substantial repairs of the structure at Purchaser's expense as shall be required by the Town of Cicero to issue its Certificate of Compliance, and that all work to be completed by Purchaser, shall be completed fifteen (15) days prior to the date of delivery to Purchaser by Seller of its Warranty Deed.

Possession of the premises shall be delivered to Purchasers upon the execution of this AGREEMENT.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by the Seller shall be expressly subject to the following:

- (a) General taxes for the year 1987 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 Purchasers;
- (d) Easements of record;
- (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances, dwelling code violations which exist in the dwelling structure on the date of this AGREEMENT.
- (f) Roads, highways, streets and alleys, if any.

2. General taxes for the year 1987 are to be prorated from January 1, 1987 to the date of signing this AGREEMENT, except that Seller agrees that for ease of administering this AGREEMENT Seller shall pay the first installment of the 1987 general taxes before accrual of any penalty and shall deliver to Purchaser proof of payment of the second installment of 1986 and the first installment of 1987 general real estate taxes at time of delivery of Seller's Warranty Deed hereunder.

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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 12 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 to the purchase price, and Purchaser shall deliver the policies therefor to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller with interest at 12 per cent per annum until paid.

11. In case of the failure of 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 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. Purchaser 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 thereof 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 error and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1626 Ravine Terrace, Highland Park, Illinois, or to Purchasers at 3314 South Clinton Avenue, Berwyn, Illinois, or to the last known address of either party, shall be sufficient service thereof. 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, administrators and assigns of the respective parties.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said County Clerk's Office, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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20. If any provision of this Agreement shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or effecting the remainder of such provision or the remaining provisions of this Agreement.

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

Sealed and Delivered in
the presence of

Anna P. Heath
Ralph Meisenheimer

James M. ...
John J. ...
...

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REPLICANTS

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IDENTIFIED No.
Register of Towns Titles HARRY ERS YORRELL G.I.T.

GREATER ILLINOIS
TITLE COMPANY
BOX 116
4-100-478

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