

3798671

Property of Cook County

12-11-103-034-2821
8594 W GREGORY
CH6 @ 17

Lot Two (2) (except the East 33.50 feet thereof; and the West 0.75 feet thereof) in 1st Addition to Section 9, Cumberland Subdivision of the West Half (1/2) of the North Half (1/2) of the South Half (1/2) of the North Half (1/4) of the Northwest Quarter (1/4) (except the North 33.0 feet thereof and except the West 33.0 feet thereof; and except the East 33.0 feet thereof) of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Deeds of Cook County, Illinois, on December 6, 1967, as Document Number 2362978.

Legal Description:

INSTALLMENT CONTRACT E R DRED

RIDER TO

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 7 9 3 0 2 4

Prepared by: LEVIT AND LIPSHUTZ
1120 W. Belmont Ave.
Chicago, IL 60657

I

1. General real estate taxes not yet due and payable;
2. Special assessments confirmed after this contract date;

A. If the purchaser shall first make all the payments and perform all the covenants and agreements in this agreement requested to be made and performed by said purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to purchaser (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions" if any:

2. THE DEED:

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

(hereinafter referred to as "the premises") with approximate lot dimensions of 42' x 152' together with all improvements and fixtures, if any, including, but not limited to: existing storm and screen windows; hallway and stair carpeting and the following items of personal property: six refrigerators, six ranges, washer and dryer, and six air conditioners.

See Rider Attached Hereto

Chicago, Illinois and legally described as follows: (\$349,000.00) the property commonly known as 8549 W. Gregory,

of three hundred forty nine thousand and NO/100 dollars
ILLINOIS, agrees to sell to purchaser at the PURCHASE PRICE
Irene Rohan, 5683 N. Rogers, Chicago, Cook County, State of
County, State of Illinois, agree to purchase and seller,
Kabat, his wife, 5718 N. Natoma, Chicago, Illinois, Cook
1. PURCHASERS/BUYERS, Joseph Kabat and Katherine

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

INSTALLMENT CONTRACT FOR DEED

3798821

3798821

Memo
Handwritten notes and signatures

UNOFFICIAL COPY

Property of Cook County Clerk's Office

C. The balance of the purchase price to wit \$200,000.00 to be paid in equal monthly installments of \$2,106.45 each (principal and interest) including interest of 12 percent per annum as amortized over twenty-five (25) years commencing on the 1st day of July 1989 and on the 1st day of each month thereafter until the purchase price is paid in full. ("Installment payments")

B. At the time of the initial closing, the additional sum of \$124,000.00 plus or minus provisions, if any, as is hereinafter provided;

A. Purchaser has paid \$25,000.00 as earnest money to be applied to the purchase price. The earnest money shall be held by Levitz & Lipshutz, Attorneys at Law, for the mutual benefit of the parties concerned;

3. PAYMENT: Purchaser hereby covenants and agrees to pay to Seller, Jane Rohan at her address recited herein, the purchase price of Three Hundred Forty Nine Thousand and NO/100 Dollars (\$349,000.00) or to such other person or at such place as Seller may from time to time designate in writing. The purchase price shall be paid as follows:

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

9. Prior mortgages;
8. Rights of tenants under all leases;
7. Covenants, conditions and restrictions of record;
6. Party wall rights and agreements;
5. Easements for public utilities;
4. Zoning laws and ordinances;
3. Building, building line and use or occupancy restrictions, conditions and covenants of record;

3798824

Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

A. Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this agreement, the lien of which prior mortgage shall, at all times, notwithstanding that this agreement is recorded, be prior to the interest that Buyer may have in the premises. No mortgage shall restrict the right of prepayment, if any, given to purchaser under this Agreement.

6. PRIOR MORTGAGES:

5. POSSESSION: Possession shall be granted to Buyer on June 1, 1989, subject to existing leases and tenancies provided that the full down payment, minus net prorations due in favor of Buyer, 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 otherwise not in default hereunder.

4. CLOSINGS: The "initial closing" shall occur on June 1, 1989 at the office of the Registrar of Titles of Cook County. "Final closing" shall occur if and when all covenants and conditions herein to be performed by purchaser have been so performed.

E. All payments received hereunder shall be applied in the following order of priority: first to interest accrued and owing on the unpaid balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

D. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid, shall be due on the 1st day of June 1999.

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 4 7 3 3 2 4

C. Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition

earnest money shall be forfeited by the Buyer. Buyer which may become liens, the Seller may Judgment Search disclose judgments against the Buyer which may become liens, the Seller may

B. If a Special Tax Search, Lien Search, or Title Search is required, the Seller shall cause a copy of an owner's duplicate certificate of title, subject to no further exceptions, to be furnished to Buyer at Seller's expense and initial closing, Seller shall furnish or cause

8. TITLE

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements existing as of this contract date and all easements and building lines and showing no encroachments.

C. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage, or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereon incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

B. Seller shall annually, during the month of October, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

3798624

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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

B. 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 or possession.

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, the principal or his agent within three (3) years of the date of execution of this agreement except as may be set forth in an attached exhibit.

11. SELLER'S REPRESENTATIONS:

10. PROVISIONS: Insurance premiums, general taxes, utility and proratable items shall be adjusted ratably as of the date of possession. Real estate taxes for the year of possession shall be prorated as of the date of possession subject to repayment upon receipt of the actual tax bill. No credit shall be given to purchaser for taxes, but seller shall pay taxes owed for the period up to the date of possession. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of possession.

9. AFFIDAVIT OF TITLE: Seller shall furnish purchaser at final closing with an Affidavit of Title covering said dates, subject only to those permitted exceptions set forth in paragraph 2 prior mortgages permitted in paragraph 6.

of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof.

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

A. Buyer shall from and after the time specified in paragraph 4 keep all buildings insured against loss or damage by fire, lightning, windstorm, and extended coverage risks or other casualty, with a company, or companies, reasonably acceptable to Seller with coverage not less than \$200,000.00 for

14. INSURANCE

13. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this agreement as well as of the fixtures and equipment permanently attached to the premises on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

B. Notwithstanding the Buyer to make such repairs and to place said premises in a clean, slightly and healthy condition within thirty (30) days of such notice (except as is otherwise provided herein), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this agreement or at law or equity provided.

A. Seller shall, at the time of delivery of possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, slightly and healthy condition; or

A. Seller shall, at the time of delivery of possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, slightly and healthy condition; or

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 9 0 3 2 4

15. TAXES AND CHARGES: It shall be Buyer's obligation to pay all taxes, expenses immediately when due and prior to the date when the same shall become delinquent, all general and special taxes, special

C. Purchaser shall procure and continue in force in the name of Purchaser and Seller, general liability insurance against any and all claims for injuries to persons or property occurring in the property, such insurance to be at all times in an amount not less than one million (\$1,000,000.00) dollars for injuries to persons in one accident; Three Hundred Thousand (\$300,000.00) dollars for injuries to any one person and fifty thousand (\$50,000.00) dollars for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller in its sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Seller and shall deliver to Seller at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

B. In 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) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (2) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

the benefit of the parties hereto, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due. Insurance shall meet insurer's co-insurance requirements.

1288623

Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 7 2 0 3 2 4

assessments, water charges, 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, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

16. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

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

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

17. PURCHASER'S INTEREST IN IMPROVEMENTS: 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

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

18. LIENS: Buyer and Seller shall not permit a mechanics', judgment or other lien to attach to the premises.

19. 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 ten (10) days of written notice to Buyer; or

2. defaults in the performance of any other covenants or agreements 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:

a. maintain an action for any unpaid installments;

b. declare the entire balance due and maintain an action for such amount;

c. 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 Purchaser to reinstate as provided in that Act.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 9 3 3 2 4

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 or them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the failure to pay taxes, assessments, insurance, or liens, 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.

D. Anything contained in subparagraph C to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within 30 days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Purchaser under this agreement.

20. DEFAULT, 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 defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

B. 1. 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;

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 1 0 5 1 4

2. 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; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

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, and in addition to Seller's remedies set forth herein, 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 market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest herein shall thereby pass under this agreement as a bill of sale to Seller without additional payment to 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 first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 7 9 3 3 2 4

due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of initial closing.

24. ASSIGNMENTS; SALE OF PROPERTY:

A. Purchaser shall not sell, convey, assign or transfer Purchaser's interest in this Agreement or in the Property, without the previous written consent of Seller, and any such sale, conveyance, assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or in this Property. Notwithstanding the foregoing, Purchaser shall have the right to lease the Property on customary leasing terms.

B. Notwithstanding anything herein to the contrary, Purchaser shall have at all times the right to sell, convey, assign or transfer the Property, or Purchaser's interest in the Property, provided the Indebtedness and other monetary obligations of Purchaser to Seller are paid in full at the closing thereof.

25. FINAL CLOSING: Buyer shall be entitled to the delivery of the deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyer under this agreement at any time upon payment of all amounts 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. At the time Buyer provides notice to Seller that he is prepared to prepay all amount due hereunder, Seller forthwith either shall produce and register at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for registering shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of registering such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 0 3 3 2 4

simultaneous with the delivery of the deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, 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 Buyers, and Buyers 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 Buyers unless otherwise provided in the local ordinance.

26. **REGISTRATION:** The parties shall register this agreement or a short form memorandum thereof at Seller's expense, with the office of the Registrar of Titles.

27. **RIDERS:** The provision contained in any rider attached hereto are and for purpose shall be deemed to be part of this agreement as though herein fully set forth.

28. **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 context 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.

29. **PARTIAL INVALIDITY:** If any provision of this agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of these Articles, or the application thereof to any other person or circumstance, and the remaining provisions or the application of the remaining provisions of this agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement are and shall be severable.

30. **BINDING ON HEIRS:** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 9 2 4

31. 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.

32. NOT BINDING UNTIL SIGNED: A duplicate original of this agreement duly executed by the Seller and his spouse, 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 June 1, 1989; otherwise at the Buyer's option this agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

33. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction and that no commission is due or owing.

34. RISK OF LOSS: The Uniform Vendor Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

35. NO PREPAYMENT PENALTY: Purchaser shall have an unlimited prepayment privilege without penalty.

36. NOTICES AND DEMANDS: All notices and demands hereunder shall be in writing. The mailing of a notice or demand by certified mail, return receipt requested, to Seller at 5863 N. Rogers, Chicago, Illinois or to Purchaser at 5728 N. Natoma, Chicago, Illinois, 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.

37. PURCHASER'S ADDITIONAL COVENANTS: Purchaser, between the possession date and the final payment date, shall:

A. keep the property in good condition and repair, without waste, and free from mechanics' liens and other liens or claims for lien;

B. comply with all requirements and remedy any violations of law, municipal ordinances or restrictions of record with respect to the property and the use thereof;

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

C. not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance), without, in each case, Seller's written consent;

D. not suffer or permit any change in the general nature of the property, without Seller's written consent;

E. not enter into any occupancy leases of the property without Seller's written consent;

F. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser.

38. **BANKRUPTCY:** In the event of the filing prior to the final payment date of any proceedings by or against Purchaser for the adjudication of Purchaser as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any state, Seller may at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Seller as under paragraph 20 above and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those set forth herein.

39. **REQUIREMENTS FOR MODIFICATIONS:** No waiver, modification, amendment, discharge or change of this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

40. **GOVERNING LAW:** The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

41. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

42. **PURCHASER/SELLER RELATIONSHIP ONLY:** Nothing herein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 9 0 3 2 4

type of fiduciary relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.

43. TIME: Time is of the essence of this agreement.

44. LATE CHARGE: Any payment not made within ten (10) days of its due date shall bear a charge of \$60.00.

45. DUE ON SALE CLAUSE: It is expressly understood by and between the parties hereto that the Seller presently has a mortgage and that said mortgage provides a due on sale clause. Seller expressly agrees that should the mortgagee declare the balance due and payable, it is the Seller's sole obligation to obtain financing in order to satisfy said mortgage.

46. REPAIRS AND IMPROVEMENTS: Every contract for repairs and improvements on the premises shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred dollars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

47. COSTS AND ATTORNEY FEES: 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, expense 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.

3798821

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 0 7 9 0 0 2 4

48. Seller shall deposit appropriate deed and all other necessary documents with Levit & Lipshutz; said documents shall be delivered to Purchaser upon Purchaser's full compliance with this agreement.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HERETO SET THEIR HANDS AND SEALS THIS 15th DAY OF June, 1989.

SELLER:

PURCHASER/BUYER:

Irene Rohan (Seal)
IRENE ROHAN

Joseph Kabat (Seal)
JOSEPH KABAT

Katherine Kabat (Seal)
KATHERINE KABAT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

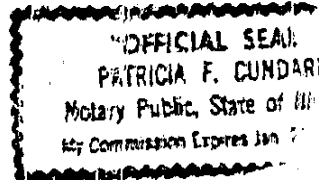
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IRENE ROHAN is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Married to William Rohan

Given under my hand and official seal, this 15th day of June, 1989.

Patricia F. Cundari
Notary Public

Commission expires: 1-27-91



Married to Irene Rohan
I, William Rohan, hereby certify that this ^{real} property is NOT HOUSTEAD ¹⁷ property.
William Rohan

Witnessed and signed to by William Rohan married to Irene Rohan this 15th day of June 1989
William Rohan

3795624

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

UNOFFICIAL COPY

0 3 7 9 3 3 2 4

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

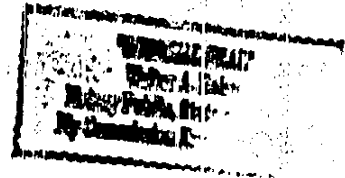
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH KABAT and KATHERINE KABAT are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of June, 1989.

Walter C. Rohl

Notary Public

Commission expires: 12-27-92



Property of Cook County Clerk's Office

3798824

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
REGISTER OF TITLES
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602

3798824

INDICATE

1991 8387

3798824

3798824

1989 JUN - 1 AM 9 56
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED
No. _____
Register of Terrors Titles
CAROL MOSELEY BRAUN
Kraljic