

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

AGREEMENT, made this 31st day of October, 1990, between

FIRST NATIONAL BANK OF LINCOLNSHIRE, a National Banking Corporation, Seller, and

A BACHELOR  
NEDEIJKO ZIVANOVICH and MILOVAN OSTOIC, MARRIED TO MILLIE OSTOIC, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable

warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of COOK and State of ILLINOIS described as follows:

LOT 45 IN BLOCK 33 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 26-08-327-004

Address(es) of premises: 10509 S. Avenue N., Chicago, Illinois

and Seller further agrees to furnish to Purchaser on or before closing ~~xxxxxxx~~ at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by COMMUNITY TITLE GUARANTEE COMPANY, ~~showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of FIRST NATIONAL BANK OF LINCOLNSHIRE,~~

One Marriott Drive, Lincolnshire Illinois 60069

the price of FIFTY-THREE THOUSAND AND 00/100THS (\$53,000.00) DOLLARS Dollars in the manner following, to-wit: TWO THOUSAND FIVE HUNDRED AND 00/100THS (\$2,500.00) upon the execution hereof, which sum Seller acknowledges, and the balance of FIFTY THOUSAND FIVE HUNDRED AND 00/100THS (\$50,500.00) DOLLARS to be paid as by Rider provided.

~~with interest at the rate of xxxxxxxx per cent per annum (with) xxxxxxxx~~  
Possession of the premises shall be delivered to Purchaser on date of execution of this Agreement,

provided that Purchaser is not then in default under this agreement.

~~Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date of delivery of possession of the premises. General taxes for the year 1990 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the next fiscal year ascertainable taxes.~~

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

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1990 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 Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any; (g) City of Chicago building and zoning ordinances.
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 10% per cent per annum until paid.
4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.
9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

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

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# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF  
INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED THE 31ST DAY OF OCTOBER, 1990  
FOR SALE OF REAL ESTATE COMMONLY KNOWN  
10509 S. AVENUE "N", CHICAGO, ILLINOIS

22. If any of the terms and conditions contained in the Rider conflict with the terms and conditions contained in the printed portion of this Agreement, then the terms and conditions of this Rider shall prevail.

23. That the Purchasers, NEDEIJKO ZIVANOVICH and MILOVAN OSTOIC, do hereby agree to accept the property in an "AS IS" condition. That the Purchasers acknowledge that they are aware that the Seller derived its title to the subject property by virtue of a Judgment of Foreclosure and Sale held pursuant to the case entitled FIRST NATIONAL BANK OF LINCOLNSHIRE V. ZIVANOVICH, et al. in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, under case no. 89 CH 08410. That the Purchasers further acknowledge that there shall be no proration for real estate taxes, rents, water taxes, insurance premiums and other similar items customarily provided by a Seller to a Purchaser and that further the Purchasers do hereby agree to take subject to any and all outstanding such charges.

24. The purchase price of FIFTY THREE THOUSAND AND 00/100THS (\$53,000.00) DOLLARS shall be paid as follows: the sum of TWO THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS (\$2,500.00) upon the signing of this Agreement, receipt of which is hereby acknowledged. The balance in the amount of FIFTY THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS (\$50,500.00), with interest thereon from the date possession is surrendered to Purchaser, shall be paid in monthly installments of FIVE HUNDRED FOUR AND 20/100THS (\$504.20), including interest at the rate of 10 1/2 percent per annum on the principal balance remaining from time to time unpaid. The first payment shall be due on November 1, 1990, and thereafter on the first day of each succeeding month, with the entire remaining principal balance and all accrued interest thereon due on or before October 1, 1995. It is understood and agreed by the parties hereto that the above is to be amortized over twenty (20) years with a five (5) year balloon. It is further understood and agreed by the parties hereto that the Purchasers may make prepayments of any or all of the principal balance remaining from time to time unpaid at any time without penalty. That the Purchasers do hereby agree to tender to the Seller a four (4) month real estate tax reserve at the time of closing.

25. On each of the payment dates mentioned above in paragraph twenty-four (24), Purchasers shall pay to Seller an amount equal to one-twelfth (1/12) of the most recently ascertainable annual real estate taxes and annual special assessments, if any, on the subject real estate, as well as the insurance premium next due. The parties hereto acknowledge that the monthly tax shall be determined at the time possession is surrendered to Purchaser and shall be based upon the then estimated real estate tax bill. No interest shall be paid on deposits.

26. The parties hereto do hereby acknowledge the execution of a closing statement setting forth the credits taken into consideration at the time of closing, which said closing statement shall be attached to this Agreement and become a part hereof.

27. A payment shall not be considered delinquent if received by the Seller within five (5) days after the due date. If any payment is more than five (5) days late, Purchasers shall pay a late charge of TWENTY-FIVE AND 00/100THS (\$25.00) DOLLARS per month. Acceptance of late payments shall not constitute a waiver of Seller's rights.

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28. All future title expenses shall be borne by Purchasers, except state and county tax stamps in the amount of the contract price shall be the obligation of the Seller.

29. It is understood by the parties hereto that the agreements made by Purchasers are personal to them and they shall not sell, assign, or encumber this Agreement without first obtaining the written consent of Seller. Nothing contained in this paragraph shall prevent the Purchasers from placing a first mortgage loan upon the subject real estate provided that the proceeds thereof are used to pay the balance which may then be due Seller under the provisions of this Agreement.

30. In the event that Purchasers shall sell or assign their interest under this Agreement without Seller's consent, the balance then due hereunder shall become immediately due and payable.

31. That in the event of default, Seller shall have the right to collect any and all monthly rents from the tenants.

32. Purchasers do hereby acknowledge that they have had an opportunity to inspect the subject real estate and that they take possession thereof in an "AS IS" condition and that no representations, express or implied, have been made to Purchasers in connection with the physical condition of the improvements upon the subject real estate.

33. That the parties hereto shall record this Agreement at Purchasers' expense.

34. All notices to be served shall either be by certified or registered mail, return receipt requested, with a copy sent by ordinary first class mail, or such notice may be served personally upon the party to whom it is directed. Any notice or demand mailed as provided shall be deemed to have been given or made on the date of mailing or upon the date of personal delivery if such notice be personally served.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date first above written in the City of Chicago, State of Illinois.

SELLER: FIRST NATIONAL BANK OF LINCOLNSHIRE

BY: [Signature]  
PRESIDENT

ATTEST: [Signature]  
TITLE: IT/Commissioner

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 31st day of October, 1990, by SAUL D. BINDER, President, of the FIRST NATIONAL BANK OF LINCOLNSHIRE.

OFFICIAL SEAL  
NEAL M. GOLDBERG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEB. 9, 1994

PURCHASERS:

X [Signature]  
NEDEIJKO ZIVANOVICH

X [Signature]  
MILOVAN OSTOIC

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 31st of October, 1990, by NEDEIJKO ZIVANOVICH, and MILOVAN OSTOIC, on their own behalf. A BACHELOR  
MARRIED TO MILLIE OSTOIC

OFFICIAL SEAL  
NEAL M. GOLDBERG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEB. 9, 1994

This Agreement was prepared by:

NEAL M. GOLDBERG  
Attorney at Law  
180 N. LaSalle Street  
Suite 1120  
Chicago, IL 60601

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Chicago, IL 60601  
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Property of Cook County Clerk's Office

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1500 NOV 11 11 22 50  
CAROL H. HARRIS, CLERK  
REGISTRAR OF DEEDS

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IDENTIFIED No.	COMMUNITY TITLE GUARANTEE CO. 350 N. La Salle Street Suite 250 Chicago, IL 60610 (312) 464-0210
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3923861

COMMUNITY TITLE GUARANTEE CO.  
350 N. La Salle Street  
Suite 250  
Chicago, IL 60610  
(312) 464-0210

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