FROM: WILLIAM-G-PHILLIPS UNOFEE C Aug. 07 2000 11:24AM P2

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2. THE DEED:				4)	-6665	₹ <i>\</i>		
a. If the Buyer shall first make and performed by said Buyer, at	all the payments	and perform a	il the covenan	is and agreeme	ents in this av	/ /	izad to be made	
and performed by said Buyer, at	the time and in a	ne manner her	einafter set for	th, Seller shall o	convey or cau	se to be conve	yed to Buyer (in))
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b. The performance of all the obligation to deliver the deed .	e covenants and c aforesaid.	onditions here	iin (a be sarfo	rmed by Buyer	r shall be a co	ondition preci		
3. INSTALLMENT PURCHASE: BL	iyer hereby coven	ants and agrees	to pay to scho	at 900	N. 58	th Aven	ue Pens	icola
Florida 32506 the purchase price and interest of	or to such other	person or at s	uch other pla	ce as Seller ma	y from time	to time desig	nate in writing	20014
the purchase price and interest o	in the balance of t	he purchase pr	ice remaining	from time to tir	me unpaid fro	om the date of	initial closing at	
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(b) At the time of the initial clo	sing, the addition	al sum oi \$7	500.00	olus or minus p	rorations if a	ny, as is herein	after provided;	
(c) The balance of the purcha	se price, to wit:	167,5	00				paid in equal	
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paid shall be due on the 1st	day of Au	gust	X X	2001.	n Rez sz. uetén	ranter provide	o it not sooner	-
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(e) All payments received here paid principal balance of the pur this Agreement may become a list of the part to reduce said upper the part of the par	Chase drich: worn	na to nav neto	re delindilent	Bill Payer and ac	corresponde wit	sieh euskeeuwa		1

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survorship.

3000 September 4. CLOSINGS: The "initial closing" shall occur on_ __, (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at <u>10Cation selected by seller</u> if and when all covenants and conditions herein to be performed by Buyer have been superformed. ____. "Final closing" shall occur

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on <u>date of closin.g9</u>, 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.

6. PRIOR MORTGAGES:

6. PRIOR MORTGAGES:

(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, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(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 thereto 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.

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 surveyor, busingself concert staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

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Cook County Recorder 51.50

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FROM: Wil/LIAM-G-PHILLIPS

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8. TITLE:
(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expenses (1) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expenses (1) At least one (1) business building or such as the contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an appropriate of ment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(h) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to

against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(e) 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 of title to the permises as shown to him on or before the initial closin. 3 Aller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence their or, or cept that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall turnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, so "je." only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is hour in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of aid Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION :

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of varier or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents or joined by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants monditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon regains of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the drie of the first installment payment shall be a proration credit in taxor of the Seller.

12. ESCROW CLOSING: Anderskousnak krisk or page . — who was not end end end end in distributed the series and series when the series and series are and series are an and series and series and series and series and series and series are an anomal series and series and series are an anomal series and series and series are an anomal ser

13. SELLER'S REPRESENTATIONS:

(a) Soller 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 be or other government 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.

Object, 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 conditions all mechanical equipment; heating and cooling equipment; water heaters and soft eners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical perional property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Juyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense or much deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIF) FOR 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.

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

14. 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 a diar conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If no never, the said premises shall not be thus kept in good repair, and in a clean, sightly, and heatthy condition by Buyer, Seller may either to enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreamant or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said promises in good repair and in a clean, sightly, 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, sightly, and healthy condition; which is to make such repairs and to place said premises in a clean, sightly, and healthy condition; which is to make such repairs and to place said premises in a clean, sightly, and healthy condition; which is to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such in ice texcept as is otherwise provided in paragraph 21), 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. Buyer it es ponsible to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures and equipment shall be removed from the premises without the prior written consent

16. INSURANCE: Seller shall and Buyer shall and Buyer shall be held by Seller, and Reverseller of sure as any appear; such policies shall be held by Seller, and Reverseller by Reversell

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments 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 therefore. Buyer shall send seller all tax bills.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (literein referred to as "funds") equal to one-twelfth of the yearly taxes, of initial closing, until the purchase price is paid in full, a sum (literein referred to as "funds") equal to one-twelfth of the yearly taxes, of initial closing, until the purchase price is paid in full, a sum (literein referred to as "funds") equal to one-twelfth of the yearly taxes, and the estimated annual premiums for the insurance coverages required to be assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages.

The funds shall be held by Seller in an and still minuted to the superior of the algorithm guaranteed by a Hell possesses (200 minutes). Seller is hereby authorized and directed to use the funds for the payment of the algorithm of taxes, assessments, rents 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 together with the future periodic deposits of such funds payable prior to the due date of the afurementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. 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 30 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.

19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the permises 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 or for any part thereof.

(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, or all or written shall contain such express waiver or release of lien upon the party contraction, and a convent such content shall be properly delivered to Seller. release of lien upon the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

(a) If Buyer (1) defaults by fai ing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement 法研究体验 action in the performance of any other covenant or agreement here of a succeed wishing action which by the performance of any other covenant or agreement here of a succeed wishing action by the performance of any other covenant or agreement here of a succeed wishing the best of the performance of any other covenant or agreement the performance of any other covenant or agreement the performance of any other payment with the performance of any other provided at law or in equity: (i) seller shall have any one or more of the rollowing remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installment; (ii) declare the entire balance due and maintain an action for such amount; (iii) foreit 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, in intain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

rights of Buyer to reinstate as provided in that /ict. (b) As additional security in the event of default, suyer 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 receiver.

(c) If default is based upon the failure to pay taxes, assert couts, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall leed in a immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge . Thexceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

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22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurrer, by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any ploor eding to which Buyer or Seller is made a party to any legal proceedings 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 Agreeent; (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 reinst the continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. 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 the same, and the same may be served upon the other party or his agent personal. In by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or into the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of his 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 Luyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and actions such security agent to perform necessary decorating and repairs and to re-sell 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 fall it without additional payment by Seller to Buyer.

25. 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.

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of 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 due as of the last day of the preceding month based upon a 360 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.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid 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 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 amounts due hereunder, Seller forthwith either shall produce and record 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 recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be 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 Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by an 28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the per-

29. TITLE IN TRUST: 29. THE IN TRUST:

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached herein and by this reference incorporated herein as Exhibit A.

(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Sollor shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

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

32. 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.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

34. 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.

35. 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 art or agreement with respect to this Agreement or the premises.

36. NOT BINDING CINITE 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

; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if at y, shall be refunded to the Buyer. 37, REAL ESTATE BROKER: feller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than NONE and 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. IN WITNESS OF, the parties hereto have hardy to set their hands and seals this $xx^{1\frac{5}{2}}$ September 2000 326#52 This instrument prepared by VIII Phillips Wm G. West North Avenue (#1904) Elmwood Park, Illinois 60707 STATE OF LEHROTS FLORIDA COUNTY OF ESCAMBIA OFFICIAL NOTARY SEAF LINDA 8 PARKER Commission expires_ COMMISSION NUMBER CC962851 MY COMMISSION EXPIRES STATE OF ILLINOIS) SEPT 19,2004 COOK COUNTY OF I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that a Leonard G. Zelek Leonard G. Zelek personally known to me to be the same persons whose name 6 subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that As signed, seare and delivered the said instrument as a free and voluntary act, further second purposes therein sectorals. TOFFICKSE SEALOBER Given under my hand and official seal, this RITA E. WATSON

Notary Public, State of Hinds

My Commission Expires 7/20/2002 STATE OF ILLINOIS) 55 COUNTY OF a Notary Public in and for said County, in the State aforesaid, do hereby certify that Vice President of. Secretary of said corporation

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and

Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Notary Public

Vice President and ...

Given under my hand and notarial seal this...

Carrier and avoices

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