



INSTALLMENT CONTRACT FOR DEED

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

1. **PURCHASER** William Jones, 925 West 63rd Street Chicago, IL, Cook County, State of Illinois, agrees to purchase, and **SELLER** Barbara Waldroup 2764 Harrison Pike, Chattanooga, Tennessee 37406, One Hundred Twenty Five Thousand and no/100 DOLLARS (\$125,000.00) the **PROPERTY** commonly known as 2046 W. 63rd Street, Chicago, IL a one story brick commercial building and fenced yard together with all appurtenances, being sold "AS IS" in its current physical condition and legally described as follows (hereinafter referred to as "the premises") with approximate dimensions of land 100 x 125:

LOTS 141, 142, 143, AND 144 INCLUSIVE, IN CIRCUIT COURT PARTITION OF BLOCKS 1 AND 3 OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin Nos: 20-18-314-036 and 20-18-314-037 Vol. 426

2. **THE DEED:**

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall then convey or cause to be conveyed to Purchaser or her 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:

- (1) General real estate taxes not yet due and payable;
- (2) Special assessments confirmed after this contract date;
- (3) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- (4) Zoning laws and ordinances;
- (5) Private, public and utility easements and roads, if any;
- (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit;
- (7) Party wall rights and agreements, if any

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

3. **PAYMENT:** Purchaser hereby covenants and agrees to pay to Seller at the address of Seller, Barbara Waldroup 2764 Harrison Pike, Chattanooga, Tennessee

MAIL TO:

CHARLES LEVY
1 N. LaSalle St. Ste. 1525
Chicago, IL.
60602

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37406, the purchase price of One Hundred Twenty Five Thousand and no/100 (\$125,000.00 "AS IS") 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:

- A. Purchaser has paid Two Thousand and no/100 Dollars (2,000.00) as earnest money to be applied to the purchase price.
- B. At the time of the initial closing, the total sum of Thirty Thousand no/100 Dollars (\$30,000.00) plus or minus prorations, if any, as is hereinafter provided;
- C. The balance of the purchase price, to wit: Ninety Five Thousand and no/100 Dollars (\$95,000.00) to be paid in equal monthly installments of One Thousand and no/100 Dollars (\$1,000.00 which includes principal, and interest only, taxes \$ _____ .00 and insurance \$ _____ .00 shall be added making a total payment of \$ _____ .00, commencing on the first day of ~~September~~ ^{OCTOBER} 1, 2003 and on the first day of each month thereafter for a total of 60 months ("Installment payments") with the balance then due and payable on or before September 1, 2008 (Balance Due will be \$52,867.20 on September 1, 2008). Purchaser will get credit for the principal payments only at a rate of \$1,000.00 for 60 payments totaling \$60,000.00). All payments must be paid in cashier's check or money order.

Note: Taxes and Insurance are calculated at 1/12 of total bill due for each.

Note: Purchaser shall receive credit for water bill (\$4,122.00) at the final closing upon proof of payment from water department.

- D. In the event that the Purchaser cannot pay the Seller, the Balance Due on or before September 1, 2008, this agreement shall automatically renew for one (1) year at the then Balance Due, except that the purchaser shall pay, in addition to the Balance Due and owing at the time of such payoff, any additional amounts necessary (if any) to cause the Balance Due and owing to equal the amount of the payoff of the first mortgage described below in paragraphs (6 & 46).
4. **CLOSING:** The "initial closing" shall occur on 9/8, 2003, at the offices of CHARLES LEVY INC. to seller. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed at a location to be agreed upon by the parties, or at Sellers title company if no agreement can be reached.
5. **POSSESSION:** Purchaser will be in Possession of the premises as of the date of the initial closing.

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6. PRIOR MORTGAGES:

- A. Seller and Purchaser agrees that there is no other mortgage on this property at this time; Seller or Purchaser is not permitted to further mortgage or otherwise encumber or cause any lien to attach to the premises which are the subject of sale.
- B. Purchaser shall exhibit to Seller statements and receipts for payments made toward the taxes and insurance every six months.
- C. In the event Seller shall fail to pay the taxes or insurance Seller 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 Seller to protect Seller's interest hereunder, from the unpaid balance of the taxes or insurance made under this agreement.

7. SURVEY: Survey is waived at this time; survey will be provided at the Final Closing unless otherwise by the parties.

8. TITLE:

- A. At least one (1) business day prior to the initial closing, Seller shall furnish to Purchaser at Seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of Law Title Insurance Company 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 apartment 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;
 - (5) acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under the Purchaser.
- B. If the title commitment discloses un-permitted exceptions, the Seller shall have sixty (60) days from the date of delivery therefore to have the said exceptions waived, or to have the title insurer commit to insure against loss

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or damage that may be caused by such exceptions and the initial closing shall be delayed. If the Seller fails to have un-permitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Purchaser may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the sixty (60) day period, to take 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 Purchaser 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 Purchaser hereunder shall be refunded.

- C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.
- D. Purchaser's taking possession of the premises shall be conclusive evidence that Purchaser in all respects accepts and is satisfied with the physical condition of the premises ("AS IS"), all matters shown on the survey and the condition 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, except the Seller shall remove any exception or defect not permitted under Paragraph 8A resulting from acts done or suffered by, or judgments against the Seller.
9. **AFFIDAVIT OF TITLE:** Seller shall furnish Purchase 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 and un-permitted 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 held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said 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 the title insurance.
10. **PRORATIONS:** Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof except for that amount which may accrue by reason of new or additional improvement shall be on the basis of the amount of the most ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted at 110 % of the ascertainable tax year.

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11. **SELLER'S REPRESENTATIONS:**
- A. Seller expressly warrants to Purchaser that to the best of her knowledge, no notice from any city, village or other government authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this agreement was executed, has been received by the Seller, his principal or his agent that has not already been disclosed to Purchaser, and Purchaser accepts the property in its present condition.
12. **PURCHASER TO MAINTAIN:** Purchaser shall keep the improvements on premises, if any are constructed, and the grounds in as good repair and condition as they now exist, ordinary wear and tear excepted. Purchaser shall make all necessary repairs and renewals upon said premises; however, should the said premises not be thus kept in good repair, and in a clean, sightly and healthy condition by Purchaser, Seller may either:
- A. enter same, himself, or by his agents, servants or employees, without such entering causing or constituting a termination of this agreement or with Purchaser's 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, sightly and healthy condition, and Purchaser 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; or the Seller may
- B. notify the Purchaser to make such repairs and to place said premises in a clean, sightly and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 20 and upon default by Purchaser 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.
13. **INSURANCE:** Purchaser shall procure and continue in force in the names 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 time in an amount sufficient to cover the amount of the Installment Agreement against the property, the value of the property and such other insurance as is appropriate for a building of this character and usage. 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 hereunder to Seller **at the closing** and Purchaser shall further deliver to Seller at least ten (10) days prior to the expiration of the policy term, customary certificates evidencing payments of the premium and continuation of the insurance.

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14. **TAXES AND CHARGES:** It shall be Purchaser's obligation to pay taxes when due and payable and prior to the date when the same shall become delinquent all general and special taxes. All other charges shall be the responsibility of the Purchaser such as special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowners 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 therefor. The property is currently a tax exempt Religious Organizations (church) and this paragraph is meant to acknowledge that some or all of the taxes and charges may not be applicable due at this time due to such tax exempt status.
15. **FUNDS FOR TAXES AND CHARGES:** This paragraph is intentionally deleted.
16. **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 Purchaser or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.
17. **LIENS:** Purchaser shall not permit a mechanic's judgment or other lien to attach to the premises. In the event of the attachment of such a lien, Purchaser must proceed to defend and establish an escrow in an amount sufficient to pay the claim plus costs, attorney fees and then such a lien shall not constitute a default.
18. **PERFORMANCE:**
- A. If Purchaser
- (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 fifteen (15) days of written notice to Purchaser; or
 - (2) defaults in the performance of any other covenants or agreements hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (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 total amount due at the time of the breach;

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- (c) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser'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.
- B. As additional security in the event of default, Purchaser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.
- 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 Purchaser to Seller.
- D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within 60 days after such written notice of default, Purchaser tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest thereon 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.
19. **DEFAULT FEES:**
- A. Purchaser shall pay all reasonable attorney's fees and costs incurred by Seller in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in defending any proceeding to which Seller is made a party defendant (or creditor in the event of Purchaser'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 Purchaser 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.
- (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 Purchaser or Seller, or after the termination of Purchaser's right of possession hereunder, or after

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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 or affect any such notice, demand or suit or any right hereunder not herein expressly waived.

20. **NOTICES**: All notices required to be given under this agreement shall be construed to mean notice in writing signed by or on behalf of the party given the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt, requested to the party addressed if to Seller at the address shown in Paragraph 3 or if to the Purchaser at the address of the premises. Notice shall be deemed made when mailed or served.
21. **SELLER'S ACCESS**: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.
22. **CALCULATION OF INTEREST**: It is, however, the agreement and intention of the parties that there shall be 7% interest charged in this agreement for \$95,000.00 over a Five (5) year period equals \$1881.12 for 60 months totaling \$112,867.20, minus any payments on the principal. The balance of \$52,867.20 will be due.
23. **ASSIGNMENT**: The Purchaser shall not transfer, pledge or assign this agreement, or any interest herein or hereunder, nor shall the Purchaser lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provision of this paragraph by Purchaser, 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 sublessee, but Seller may, at Seller's option, declare this agreement null and void and invoke the provisions of this agreement relating to forfeiture hereof.
24. **FINAL CLOSING**: Purchaser shall be entitled to delivery of the Deed of Conveyance (i.e. warranty, trust etc.) aforesaid and a Bill of Sale to the property to be transferred to Purchaser 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 of delivery of the Deed, Purchaser 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 Purchaser, and Purchaser shall pay any stamp tax and meet other requirements as then may be established by any local ordinance with a regard to the transfer of title to Purchaser unless otherwise provided in the local ordinance.

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25. **TITLE 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 Purchaser 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 any person with power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A, if applicable.
- 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 the rights, benefits, obligations and duties of 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 Purchaser any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs A and B of this paragraph 27.
26. **RECORDING:** The parties shall record this agreement or a short form memorandum thereof at Purchaser's expense. No Deed of any kind shall be recorded in Purchaser's name until all conditions and terms have been met and all payments are received by the Seller.
27. **RIDERS:** The provisions contained in any rider attached hereto, if any, are and for all purposes shall be deemed to be a 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, nor the application thereof to any other person or circumstance, and the remaining provisions of this agreement shall

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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 is 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 Purchaser.
31. **JOINT AND SEVERAL OBLIGATION**: The obligations of two or more persons designated "Seller" or "Purchaser" 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 the agreement or the premises.
32. **NOT BINDING UNTIL SIGNED**: This agreement shall not be binding until executed by the respective parties.
33. **REAL ESTATE BROKER**: Seller and Purchaser represent and warrant that Ebony Real Estate Inc. Commission fee is 8%. \$2,500.00 cash at closing and \$250.00 monthly over the a twenty (30) month installment period or until paid in full.
34. **RISK OF LOSS**: The Uniform Vender 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. **EXCULPATORY CLAUSE**: If property is held in trust, the trustee may add to this agreement its standard exculpatory clause.
37. **NOTICES AND DEMAND**: All notices and demands hereunder shall be in writing and mailed or delivered to the parties at their respective addresses. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.
38. **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 mechanic's liens and other liens or claims for lien;

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- 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;
- C. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligations of Purchaser.
39. **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 bankruptcy 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 20A above and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those under paragraph 20 above.
40. **REQUIREMENTS FOR MODIFICATION:** 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.
41. **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, with venue in the Richard J. Daley Center, Chicago, IL.
42. **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.
43. **PURCHASER/SELLER RELATIONSHIP ONLY:** Nothing herein contained shall be construed as to cause Purchaser and Seller to be partners or joint ventures or to create any type of fiduciary relationship from Seller or Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.
44. **TIME:** Time is of the essence in this agreement.
45. **LATE CHARGE:** There shall be a \$50.00 late fee added to the monthly payments for any payments received after the 15th of every month.
46. **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. Purchaser expressly agrees that should the mortgagee declare the balance due and payable, it is the Purchaser's sole obligation to obtain

FROM :

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SEP. 03 2003 12:00PM P1

FROM : ARTHUR D. SUTTON & ASSOCIATES PHONE NO. : 7738218375

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financing in order to satisfy said mortgagee. Any payment to the mortgagee by Purchaser shall be considered as a prepayment of the purchase price due hereunder. Any prepayment penalties shall be the obligation of Seller.

47. **REPAIRS AND IMPROVEMENTS:** Every contract for repairs and improvements on the premises shall contain the requirement for 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 or Seller for repairs or improvements upon the premises, unless it shall contain such requirement for 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. Seller acknowledges that Purchaser shall make repairs and/or renovations to the property. Purchasers making such repairs and renovations, subject to the terms of this paragraph, shall not cause any liens or encumbrances on the property during this contract period without prior notice to buyer.
48. Upon the request by Purchaser or his Attorney prior to the initial closing, Seller shall deposit appropriate deed or direction to convey and all other necessary closing documents with Seller's attorney, which said documents shall be delivered to Purchaser under Purchaser's full compliance with this agreement. These documents will be considered conditionally delivered when deposited with Seller's attorney.
49. **ADDITIONAL DOCUMENTS:** In the event that additional documentation is necessary to carry out the purposes and intentions of the parties, the Purchaser and Seller agree that they will execute any such documents as are necessary to be completed in the opinion of the Parties attorneys, accountants, or other professionals. The standard that shall be used in the creation of such documents is the clear and express intention of the parties and the "reasonable" standard as determined by statutory and case law as exists in the State of Illinois.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT
HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 3 DAY OF
September, 2003.

Barbara Waldrup 3-9-2003
SELLER: BARBARA WALDRUP, Owner Date

William Jones 9-3-2003
PURCHASER: WILLIAM JONES, Buyer Date