# UNOFFICIAL



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Eugene "Gene" Moore Fee: \$60.50
Cook County Recorder of Deeds
Date: 05/05/2004 04:27 PM Pg: 1 of 19

71N:14-08-313-001-0000

MANAGEMENT AGREEMENT

1430-32 W. Argyle, Chicago, IL 60640

08-40-04 Browns AJ Sub of Chydraus Addn Argyle

> David A. Axelrod & Associates 205, Clark St, Ste 2000 Chicogo, K 60603

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## **UNOFFICIAL COPY**

#### MANAGEMENT AGREEMENT

THIS AGREEMENT made on this day of August, 1992, between GUILIANA YOUNAN and SLIVO YOUNAN, of the County of Cook, State of Illinois, hereinafter referred to as "owner" and MIRSAD BISER; MIRZET BISER and VUKASIN PAULOVIC, of the City of Chicago, County of Cook, State of Illinois, hereinafter referred to as "manager".

WHEREAS, the owner holds title to the real properties described on the attached schedule A hereinafter referred to as the "property" or "premises"; and

FIREAS, manager is experienced in the business of operating and managing real estate similar to the above described properties; and

operate the services of manager to on the terms and condition and manager desires to provide such services on the terms and condition and manager desires to provide such services out in this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

## IM LOYMENT OF MANAGER

Manager shall act as the exclusive agent of owner with regard to the management and mainterance of the property.

### MANAGEMENT DUTIES

Management duties will be performed by the manager as follows:

attract and retain lesses of the apartment units located on the property;

- B. Manager shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf of and for the protection of owner in the collection of such amounts;
- C. Manager shall manage the property assording to sound commercial practices and in conformity with guidelines established by the owner; and
- D. In addition to the foregoing, Manager shall perform all services that are necessary and proper for the operation and management of the property, and shall report to the owner promptly and conditions concerning the property that, and the opinion the manager, require the attention of the owner.

IN

## LEASING OF PROPERTY

Manager shall make reasonable efforts to lease available apartments on the property, and shall be responsible for all negotiations with perspective tenants. Manager shall also have the right to enter into and execute, on behalf of owner, tenancies of units on the property. Manager may negotiate all extensions and renewals of such tenancies and leases. Manager shall not, without the prior written consent of owner, enter into any lease for a term of more than three (3) years. Manager shall have the right to make concessions within quidelines established by the owner, including rental concessions, as inducements to perspective tenants to occupy the property.

## ADVERTISING AND PROMOTION

Manager shall, at is expense, advertise vacancies by all reasonable and proper means.

MAINTENANCE, REPAIRS AND OPERATIONS

Manager shall use its best efforts to ensure that the property is maintained in an attractive condition in a good state of repair. In this regard, manager shall use its best skill and efforts to serve the terents of the property and shall purchase necessary supplies, make contracts for, or otherwise furnish, electricity, gas, fuel, water telephone, window cleaning, refuse disposal, pest control, and any other utilities or services required for the operation of the property. Manager shall make or cause to be made and supervise necessary repairs and alterations and shall decorate and furnish the property at its expense.

IMPROVEMENTS BY MANAGES

Manager may, at its own expense, make such improvements to the property as it deems necessary for its use; provided however, that none shall be made effecting the structure of the property without owners prior written approval which approval shall not be unreasonably withheld.

Manager shall, at its cost and expense, obtain all required permits for any modifications and a final occupancy certificate regarding said modifications for the premises and shall deliver same to the owner. All of managers improvements shall be in accordance with all building codes and other laws and regulations of governmental bodies having jurisdiction thereof and shall be fully and promptly paid for by manager.

Louis make Manager shall promptly pay all of its contractors and material men so as to prevent the possibility of a lien/against the premises, and should any such lien exist, inchoate or being made, claimed or filed, manager shall bond against or discharge the same within thirty (30) days after written request by owner, all in the manner and to the extent as may be required by owner, or by the title insurance company which is insuring owners and owners

mortgagees title to the premises as a condition to issuing its guarantee against loss or damage on account of any said liens. Manager hereby indemnifies and hold owner and its beneficiaries harmless from and against any claim, demand, judgment, action, or expense (including attorneys fees) directly or indirectly relating to or arising out the modifications.

During any pall periods during which the manager may be modifying the premises, the manager shall at its sole cost and expense, maintain and provide builders risk and extended coverage insurance insuring the building for one hundred percent (100%) of its then market value and adequate workmen's compensation insurance. Such insurance policies shall be in the name of the owner, the owners mortgagee and the manager as their respective interests may appear provided, however, that if the owners mortgagee so request, said policy shall contain standard mortgage clauses satisfactory to said mortgagee.

Manager shall not make major interior or any exterior or structural alteracions to the premises without the prior written approval of the owner which approval shall be unreasonably withheld.

#### MAINTENANCE AND REPAIR

Manager shall maintain and repair the property in accordance with sound management practices and local codes. Such maintenance and repair shall include, without limitation, cleaning, painting, decorating, plumbing, carpentry, ground care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by owner in addition to those contained herein. Manager shall supervise all maintenance and spairs:

Incident to such maintenance and repair, the following provisions will apply:

- 1. Special attention will be given to preventive maintenance. To the greatest extent feasible, the services of regular maintenance employees will be used;
- 2. Subject to owners prior approval, agent will contract with qualified independent contractors for the maintenance and repair of any systems on the premises, and for ordinary repairs beyond the capability of regular maintenance employees;
- 3. Manager will systematically and promptly receive and investigate all service requests from tenants, take such actions thereon as may be justified, and keep records of the same. Emergency requests will be received and serviced on a 24 hour basis. Complaints of a serious nature will be reported to the owner after investigation. Expenditures for the maintenance and repair of the property in accordance with the provisions hereof shall be the responsibility of and paid for by the manager.

#### ADDITIONAL DUTIES OF MANAGER

The manager shall have the following additional duties:

- A. It shall be the duty of the manager to maintain security at all properties;
- B. It shall be the duty and responsibility of the manager to prepare and file all forms for withholding taxes, unemployment insurance, workers compensation, social security taxes, and all other forms required by federal, state or municipal authorities in connection with employees employed in the operation of the properties;
- C. It shall be the duty and responsibility of the manager to take such actions as may be necessary to comply promptly with any all governmental orders or other requirements affecting the property, whether imposed by federal, state, county, or local authorities. Manager will notify owner in writing of all notices of such orders or other requirements within 24 hours from the receipt of the same;
- Manager shall use its best efforts to collect promptly all rents and other income issuing from the property when such amounts become due. It is understood that the owner does not guarantee the collection of rents. Manager shall, in the name of the owner, execute and serve such notices and demands on delinquent tenants as manager may deem necessary or proper. Manager, in the name of the owner, shall settle, institute, or compromise any legal action and make use of such methods of legal process against the delinquent tenant or the property of a delinquent tenant as may be necessary to enforce the collection of rent or other sums our from the tenant, to enforce any covenants or conditions of cry lease or month to month rental agreement, and to recover possession of any part of the property, all in conformity with guidelines established by the owner. No other form of legal action will be instituted and no settlement, compromise, or adjustment of any matters involved therein shall be made without the prior written consent of the owner;
- E. Manager shall keep books, accounts, and records that reflect all revenue and expenditures incurred in connection with the management and operation of the property. The books, accounts, and records shall be maintained at the principal place of business of the manager. Manager shall, during regular business hours, make the books, accounts, and records required to be maintained hereunder available to owner or representative of the owner for examination and audit by appointment on no less than two (2) days notice. Manager shall furnish owner, no later than the end of the next succeeding month, a detailed statement of all revenues and expenditures for each preceding month as well as such other information relating to the operation or management of the property that, in the opinion of the manager, requires the

attention of the owner. Within thirty (30) days after the end of each calendar year, manager shall prepare and deliver to owner a detailed statement of revenues received and expenditures incurred and paid during the calendar year that result form operations of the property.

Except as otherwise provided in this agreement, all book-keeping, clerical and other management overhead expenses (including but not limited to costs of office supplies and equipment, data processing services, postage, transportation for managerial personnel, and telephone services) will be borne by the manager out of its own funds;

F. Manager shall establish and maintain in an Illinois Broking Institution or Savings and Loan Association, the deposits of which are insured by the FDIC, a trust account bear no interest at the rate currently paid by such institutions or associations on time or savings deposits, for the deposit or any money or other form of security deposit or advancement on a contract, lease, or license agreement for the use or rental of the property.

#### UTILITIES

Manager shall pay, when due, all charges for water, sewer, fuel, gas, electricity and other utility services used in connection with the premises. Manager shall make arrangements directly property requires. Any charges for utilities consumed in a langer or the premises applicable to any period prior to the date of possession of the premises as delivered to manager shall be paid by owner and manager shall pay such utility charges and fees directly to the furniture of each utility service.

## INSURANCE AND INDEMNITY

Manager shall defend, indomnify and save harmless the owner, and their agents and employees, against any alleged liability, cost, expense or attorneys fees arising out of any injury topersons including death or damage to the property occurring on or arising out the use of the premises during the term of this contract.

Manager shall procure and maintain, at its expense, policies of insurance insuring the manager and naming the owner and owners mortgagee as additional insured, as their interests may appear against public liability, covering (1) the premises and the use and operation thereof, (2) managers contractural liability arising under paragraph one hereof with limits of not less than Three Million Dollars (\$3,000,000.00) for each occurrence for bodily injury and Three Hundred Thousand Dollars, (\$300,000.00) for p r o p e r t y

Manager shall procure and maintain at its expense policies of insurance insuring the manager and naming the owner and the owners mortgagee as additional insured, as their interests may appear against loss by fire, vandalism, malicious mischief and such other perils included from time to time and standard fire (without extended coverage endorsement) insurance policies in an amount equal to the full replacement value of the properties exclusive of foundations and excavation, and shall be in such amount as may be necessary to avoid the effects of co-insurance provisions in any such policy.

The said fire and extended coverage insurance shall insure owner from loss of rents during any and all periods during which the premises are untenantable due to fire or other casualty (for the maximum period for which such insurance is available) and the proceeds of such rent insurance shall be payable to owner whether or not the renagement fees due under this contract shall abate either in whole or in part.

MANAGERS Obligations

Any insurance required to be procured and maintained by manager hereunder shall be from company acceptable to owner and owners mortgagee and shall be endorsed to provide the owner and owners mortgagee with eventy (20) days prior written notice of the effective date of cancellation of such policy by manager. All policies required hereunder or certificates hereof, shall be deposited with owner prior to the commencement of the contract and deposited with owner prior to the commencement of the contract and renewals thereof not less than thirty (30) days prior to the expiration of the term of such coverage.

## INSPECTIONS

Owner and owners agent shall be remitted to inspect or examine the premises at all reasonable times.

In the event that an inspection indicates that manager has failed to make any repairs or perform any maintenance or duties required to be performed by it hereunder, owner shall serve notice upon manager to make such repairs or to perform such maintenance and shall afford a reasonable time thereafter to comply the said notice. If, however, manager fails to comply with the said notice within a reasonable time after receipt thereof, owner may make such repairs or perform such maintenance at managers expense.

In the event that owner shall expend monies to make any repairs or to perform any maintenance required to be made by manager hereunder, all such expenditures shall be and become immediately payable by manager as additional payment to owners.

#### WAIVER

No waiver of any covenant or condition or the breach of any covenant or condition of this contract shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or

condition; nor shall the acceptance of payments to owner by manager at any time when manager is in default hereunder be construed as a waiver of such default or of owners right to terminate this contract on account of such default.

#### NOTICES

Any notice recorded or permitted to be given or served by either party to this contract shall be deemed to have been given or served by either party to the contract when made in writing, by certified or registered mail, addressed as follows:

#### Owners: A.

Guiliana Younan and Slivo Younan tro The Photo Center 875 North Michigan Avenue Chicago, IL 60611

with a copy to:

Marc W. Sargis 701 Lee Street 7610 Des Plaines, IL 60016

#### B. Manager:

Mirsad Biser, Mirzet Biser and Vukasin Paulovic 1338 West Argyle Chicago, IL 60640

Notices, démands, reports and statements shall be deemed to have been given when so mailed.

#### TERMINATION

This agreement shall be for a term commencing on the \_\_\_\_\_ day of August, 1997. At the expiration of such term, this agreement, if not renewed in writing for an additional fixed period, and if not terminated in writing before the expiration date shall be renewed automatically on a month to month basis that may be terminated by either party by given to the other party not less than thirty (30) days notice in writing, provided that, in any event, the cancellation shall be effective at the end of the calendar month during which the thirty (30) day notice period runs.

TERMINATION FOR CAUSE

cirmed Amount Burble To Oa If any amount set forth in subparagraph of the componertion of manager provision or any amount set forth in any other provision requiring payments to be made by manager remain unpaid after ten (10) days, or if default shall be made in any of the covenants and conditions herein contained to be kept and performed by manager (other than the covenant to pay as set forth above) and

such default or breach shall continue for twenty-five (25) days after written notice to manager specifying such default or breach or if the default is of such character as to require more than twenty-five (25) days to cure, then if the manager shall fail to commence to cure the same within said twenty-five (25) day period and thereafter to use reasonable diligence incurring such default the owner may terminate this agreement immediately.

If owner shall incur any expense, including reasonable attorneys fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any alleged default by the manager, the owner shall be reimbursed by the manager for the amount of such expense.

#### GOVERNING LAW

The terms of this contract shall be interpreted in accordance with the laws of the State of Illinois.

#### LATE PAYMENTS

In the event that any sum required to be paid by manager hereunder is not paid within ten (10) days after the same shall be due, subject to the provisions of the termination for elause (AUSE provision, manager shall pay a late charge of five (5%) percent of the amount so overdue to defray the costs incurred by owner in administering the overdue account.

#### COMMISSION

Each party hereto represents to the other that there are no fees or commissions due for brining about the execute and delivery of this contract or the option agreement incident hereto.

#### NO PROPERTY INTEREST CREATED

Other than the rights to exercise the option set forth herein, nothing contained in this agreement shall be deemed to create or shall be construed as creating and manager any property interest in or to the property.

#### MANAGER AS INDEPENDENT CONTRACTOR

Manager is an independent contractor and not an employee of owner for any purpose.

#### <u>ASSIGNMENT</u>

This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties to it, and their respective successors and assigns; provided, however, that this agreement may not be assigned by manager without the prior written consent of the owner. AUG-27-1992 17:46 UNOFFICIAL COPY

13129516884 P.18

#### COMPENSATION OF THE MANAGER

Manager shall receive as a management fee an amount equal to the rental proceeds of the properties less the following expenses:

Advertising expenses;

2. Utility and customary service bills as set forth in the

paragraph munes hereof;

 Salaries of persons employed on the premises, including but not limited to resident managers and assistants, clerks, and maintenance personnel;

4. Supplies;
5. The cost of maintenance, repairs and alterations as may be required for the proper operation of the premises;

6. The owners amount as set forth on schedule A attached

hereto;

7. Real Estate taxes as set forth on schedule B attached

hereto; and

8. Any other cost and or expense, including but not limited to the insurance expenses set forth in The paragrapher in the hereof.

#### OPTION TO PURCHASE

Manager shall have the right, to be exercised as hereinafter provided, to purchase the properties on the exact terms and conditions set forth on the Real Estate Sales Contracts attached hereto as Exhibits \_\_\_\_\_\_\_, upon satisfaction of the following terms and conditions:

- A. That this management contract shall not have been terminated and shall be in full force and effect at the date of such exercise of the option to purchase, and
- B. That such option to purchase is on the exact terms and conditions contained in the attached Exhibits.

Manager shall exercise its right to purchase the

properties at any time after the commencement of this contract, but at least ninety (90) days prior to the expiration of the same. Manager shall notify landlord of its election to exercise said option by executing each of said contracts and personally tendering the same to the owner. Manages grown to purchase shall not be Arrest or durided but shall be described in such general provisions A mapple As to purchase all

The invalidity or unenforceability of any provision of this contract shall not effect or impair any other provisions.

The headings contained herein are for convenience only, and shall not be used to define, explain, modify, or aid in the interpretation or construction of the contents.

#### 

The drafting, execution and delivery of the this Agreement by the parties have been induced by no representations, statements, warranties, or agreements or other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

THIS AGREEMENT may not be modified unless such modification is in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date and year first above written.

Dated: 9-11-9-1

Gulana Journa Michael Holder Mirad Biser

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## **UNOFFICIAL COPY**

AUG-27-1992 17:48 FROM BERKS\*COLKY\*SARGIS

TO

13129516884 P.12

## SCHEDULE AMOUNT PAYABLE TO OWNER

Manager shall remit to owner on a monthly basis the amounts set forth herein. All amounts required to be paid to owner pursuant to the term of the contract shall be payable to:

until agent is otherwise notified by owner in writing at least 30 days prior to the payment date on which the change is to be

#### Per tod

9-1-92 to 1-11-93 2-1-93 to 1-31-95

2-1-95 to 8-31-97

## MONTHLY PAYMENT

\$13,340.00 \$14,168.00

. 4.4

Monthly payments to owner shall be equal to the following amount: \$1,685,000.00 amortized over 30 years payable monthly with interest at 1% over the then current prime rate at

Chicago, Illinois.

191/2 30 18/

(2,889)

0/12

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Sirallence

#### SCHEDULE TAXES

Owner shall pay all taxes levied or assessed against the leased premises before the same become delinquent. Manager shall pay to owner an amount equal to all (i) real estate taxes levied or assessed against the leased premises for each tax year of the contract, and (ii) all installments of special assessments levied or assessed against the leased premises for each tax year of the contract, except that the amount to be paid by manager with respect to the tax years during which the contract begins and ends shall be adjusted pro rate on the basis of the number of days of the contract term falling within said tax years.

Manager shall pay to comer the amounts due and owing as follows: on the first day of each month manager shall deposit with the owner an amount equal to One Twelfth (1/12) of the real estate taxes levied or assessed against the leased premises for the tax year of which said month is a part. The amount of the payment shall be based upon the amount of real estate taxes payable for the leased premises during the immediately preceding tax year.

Owner shall upon receipt of each billing from the taxing authority furnish manager with a copy of each tax bill as issued, together with a statement of the amount due from manager, if any, and the figures used in determining said amount and manager shall pay to owner the amount due so that owner receives said amount on the date the payment to the taxing authority is due. If, however, any excess has been paid by manager, it shall be credited against the taxes thereafter due from manager.

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Manager may, in its own name or in the name of owner, contest the validity or amount of any such taxes or the assessments upon which the same are based, and owner agrees to render to manager all assistance reasonably possible, including joining in and signing any protest or pleading which manager may deem advisable. If any rebate of such taxes is made, the rebate, less actual expenses incurred in obtaining same, shall belong to manager in proportion to the amount of such taxes to which the rebate relates which manager has paid.

Nothing herein contained shall require manager to pay any corporation or franchise tax or any income, profits, estate, inheritance, succession, capital levy, transfer, income, excess profits, rent (unless as a substitute for general or special real estate taxes) or revenue tax assessed against owner.

# FROM REWASHCOLKYNSARGIS 0412611480 Page: 15 of 19<sub>5884</sub> OMAP MULTIPLE LISTING SERVICE CONTRACT TO PURCHASE REAL ESTATE

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#### GENERAL CONDITIONS

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at during the above states period the Seller's property will not be shown to prospective Purchasers unless conditions aliquiated in paragraph SA or 58 cheer that the property

E: Unless etherwise provided in Paragraph 9B. Seller will, at his expense, deliver, or cause to be delivered to Purchaser of Purchaser's efformy within euclomacy time limits advance of closing as evidence of litle in Seller or Grantor, the following:

IS: Owner's Duplicate Certificate of Title, is suite by the Registrar of Titles, or certified edity theirof, and a foreign fax and Special Assessment anarch bearing a date had more o clasing, and/or (subject to the terms of porograph 9),

RRENS: A little commitment for an ALTA kills insurance policy with extended coverage by a little company licensed to operate in the State of little on or subnot the acceptance of this Contract, but Issued not more than 45 days prior to the closing, in the amount of the purches price, subject only to little insurance, recording charges, and transfer stamps of the contract with payment directly or by credit for all customent Seller's charges, including but not limited to: search, insurance, recording charges, and transfer stamps of the commitment for title insurance due to a daily by Purchaser's mandgage in recording the mortgage and bringing down little will not cause a declarit of this Contract.

or commitment for title insurance furnished by Seller will be conclusive evidence of good and merchanicable title as therein shown, subject only to the exceptions therein stated, is closes other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take the title with such other defects (with the title purchase price liens and encomprances for a definite or ascertainable amount) by notifying Seller and tendering performance. All clusting, it requested, Seller will execute thirdwill of title and sign customatics ALTA forms and other forms as may be required by taw or custom.

by Diff. 18 subject property is a condominium, Purchaser has, within 4 business days from the date of acceptance of this contract, the right in damond from following the subject property is a condominium. Purchaser has, within 4 business days from the date of acceptance of this contract, the right in damond from following the property of the proper

CER IFIC TIONS, LENDER FEES: If FRA or VA linanting is obtained. Sellet will pay reasonable costs related to femilie irrepection, certifications, tax service, and document

to closing, every a, his/her explana, will provide to Purchaser a Plat of Survey of the Propriess accounted to the Lender and Title Company for extended covaling ortgoing and land survey in. Clief not more than six months prior to date of closing provided herein and showing all improvements presently located therein, including but not similar in pains, sidernals and on inverse in the event the Premises is a conformalism unit, only a copy of the pages showing said Premises on the recorded survey intended to the

rey discloses encroachment analysis of easements or other violations, this Contract, at the uption of the Purchaset, will be come hut and void, unless Salter can obtain Title matters. ան օրեր - ուսելայի մ

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END REPRESENTATIONS: Any word H

IEAL ESTATE TRANSFER TAX: Setter will pay the amount of any stemp us imposed by State of 1. mol flow and county flow on the transfer of title and any transfer tax imposed by local therwise provided by such ordinance. Both parties agree to execute any declarations or any forms: "Quied in connection with send transfer taxes.

sting mortgage and other lien indebtecness may be paid at dozing out of the sale proceeds, unless Purcha or takes tills subject thereto.

PROPERTY TAX ESCROW: If the property has previously not bean taxed as improved, the sum of three percent of the purchase price will be withheld from Saller's proceeds. At a withheld from Saller's proceeds, at a withheld from Saller's allocated with their escrow instructions. At a lance with Soller's allocated, will be deposited with Purchaser's lender in accordance with their escrow instructions. At a lance with Soller's allocated with their escrow instructions. At a lance with Soller's share of such tax liability after reprovation with be in this Contract can be assertabled. (In a tax will be provided by the Seller's allocated with the soller's obligation after such reprovation access the amount of the secrow funds. Seller agrees to another thanks and the balance, if any, will be paid to the Seller's obligation after such reprovation access the amount of the secrow funds. Seller agrees to amount of the secrow funds and the balance, if any, will be paid to the Seller, if the Seller's obligation after such reprovation access the amount of the secrow funds. Seller agrees to amptly upon demand.

SINO: At the election of either party upon written notice to the other party, this sale will be closed through a dead and money escript at the office stated in paragraph ?B with such asserted in the secret as may be required to conform with this Confirm. Upon the creation of such as secret, anything hatein to the confirm polyrithstanding, payment of purchase it deed will be made through the secret and this Confirm. The cost of the secret will? The by the party requesting it.

the event either party should breach this agreement, either prior to or subsequent to floring, the other party-may pursus any and at rame, as proude it is parties have to or competent furnished that one of the parties has breached the contract, the praveiling party may accover all costs, expenses and reasonable of the parties have to or competent furnished that that one of the parties have been prevailed to the contract of the parties have a green that any deposit the source funds with the Clark of the Circuit Court and the parties have a green to indemnify and hold, the broker harmless from any and is claims and demands, and enounts to be carried equally by both before and your last.

MT OF EARNEST MONEY: Escrowee may disburse earnest money under one of the following conditions:

E laiture to accept Purchaser's Offer to Purchase; (8) At Closing; (C) Mutual written agreement of Selfer and Purchaser; or (0) Court Order.

L NOTICES REQUIRED WILL BE IN WRITING AND WILL BE SERVED BY ONE PARTY TO ANOTHER AT THE MAILING ADURESS INDICATED HEREIN, WHETHER OR NOT THE OTHER ENTED BY AN ATTORNEY, Molico will be given in the following mainter:

racinal delivery of such notice to the other party; or, illing of such notice to the other party by (1) certified mail, return receipt requested, or (2) mailyrath with confirmation copy, in the event notice is served by certified mail or mailyram. of the notice will be its effective date.

gs will be provided simultaneously to respective attorneys and brokers, if known

ION OFTERMS: Wherever appropriate, the singular includes the plural, and the mesophine or feminine includes the other or the neuter.

HE ESSENCE OF THIS CONTRACT.



ld said a struct to purchase be exercised subsequent to the entire purchase price shall be reduced as follows:

ON EXERCISE PERIOD	DISCOUNT AMOUNT
1-93 to 2-28-93 1-93 to 3-31-93 1-93 to 4-30-93 1-93 to 5-31-93 1-93 to 6-30-93 1-93 to 7-31-93 1-93 to 9-30-93 1-93 to 10-31-93 1-93 to 11-30-93	\$ 828.82 \$ 1,664.20 \$ 2,506.19 \$ 3,354.85 \$ 4,210.23 \$ 5,072.38 \$ 5,941.35 \$ 6,817.20 \$ 7,699.99 \$ 8,589.76
1-94 to 1-31-94 1-94 to 1-31-94 1-94 to 2-28-94 1-94 to 3-31-94 1-34 to 4-30-94 1-34 to 5-31-94 1-94 to 6-30-94 1-94 to 7-31-94 1-94 to 9-20-94 1-1-94 to 11-20-94 1-1-94 to 11-20-94 1-1-94 to 12-31-94	\$ 9,486.58 \$10,390.50 \$11,301.57 \$12,219.86 \$13,145.42 \$14,078.30 \$15,018.57 \$15,966.28 \$16,921.50 \$17,884.28 \$18,854.68 \$19,832.76 \$20,818.59

Id said option to purchase be exercised subsequent to the entire purchase price shall be reduced by an amount could equal the sum of principal reduction on the monthly to owner based on the amortized amount set forth on and the period of exercise of the option.

Ader to birdase Dated to

TOTAL P.19