FROM-LATIMER LEVAY JURASEK LLC

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Doc#: 0423134140

Eugene "Gene" Moore Fee: \$52,50 Cook County Recorder of Deeds Date: 08/18/2004 04:09 PM Pg: 1 of 15

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ARTICLES OF AGREEMENT FOR DEED

Jennifer Thomas of 5415 Ovio St., Chicago, Illinois 60644, ("Buyer") agrees to purchase, and Dangeles & Co., Inc., 3220 Equestriar, Boca Raton, Florida, ("Seller") agrees to sell to Buyer at the purchase price of Two Hundred Seventy Two Thousand and No/100 Dollars (\$272,000.00) ("Purchase Price") the properties contribuly known as 4443 South Princeton, Chicago, Illinois, 1320 Lincoln Ave., Chicago, Illinois and 7537 South Ellis, Chicago, Illinois ("Properties") which are legally described as follows:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTIONS

together with all improvements and fixtures, if any, including, but not limited to the following, if any; all central heating, plumbing and electrical systems and equipment; the hot water heater; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; existing storm and screen windows and doors; shelving, all planted vegetation; and the following items of personal property.

All of the foregoing items shall be left on the respective properties, are included in the Purchase Price, and shall be transferred to the Buyer by a Bill of Sale at the time of Final Closing.

2. THE DEED:

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a. If the Buyer shall first make all the payments and perform all the covenants and eerigents in this agreement required to be made and performed by said Buyer, at the time and in

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JENNIFER THOMAS 5415 W. Ohio St Clumpo IIL 60644

the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped Quit Claim Deed ("Deed") with release of homestead rights, good title to the Properties subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable and unpaid condominium assessments, if any; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain title, pipe or other conduit; (g) Covenants, conditions and restrictions of record; (h) Condominium Declaration and By-laws and all easements created thereby; (i) any and all leases, tenancies and occupancies; and (j) any and all building code violations and litigation pending against any of the Properties.

- b. The performance of all the covenants and conditions herein to be performed by Luyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
- 3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 3220 Equestrial, Poca Raton, Florida or to such other person or at such other place as Seller may from time to time designate in writing, the Purchase Price and interest on the balance of the Purchase Price remaining from time to time unpaid from the date of Initial Closing at the rate of twelve (12.00%) percent, all payable in the manner following to wit:
 - (a) Buyer will pay the Purchase Price of Two Hundred Seventy Two Thousand and No/100 Dollars (\$272,000.00). It paying Two Thousand and No/100 Dollars (\$2,000.00) as a down payment and Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00) ("Contract Balance") plus or minus prorations, which is the contract balance and will be paid in the following manner:
 - (1) Buyer will pay interest only are the Contract Balance, at the annual rate of twelve percent (12.00%), for an initial total of monthly interest payment of Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) ("Installment Payment"), commencing June 1, 2004. Said payments shall be due on the first (1st) day of each month, and will be deemed late and assessed a late ited as defined in paragraph 18(d).
 - (2) Purchaser will also pay into escrow for the payrum of general real estate taxes and property insurance each month Five Hundred and No/100 Dollars (\$500.00) ("Escrow Payment"). The Escrow Payment may be increased by Seller pursuant to written notice in Seller's sole reasonable discretion.
 - (b) The final payment of the Purchase Price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of May. 2009. Purchaser may prepay the balance due to Seller at any time without penalty.
 - (c) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the Purchase Price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the Properties; third, to pay insurance

premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the Purchase Price.

- 4. CLOSING: The "Initial Closing" shall occur on June _____, 2004 (or on the date, if any, to which said date is extended by mutual agreement of the parties. "Final Closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.
- 5. POSSESSION: Possession of the Properties, subject to existing Leases, tenancies and occupancies shall be granted to Buyer on date of Initial Closing, provided that the full down payment 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 hereunde.
- trust deed ("Prior Mortgage") against the title to the Property or place a new mortgage against the Property with a balance including accrued 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 Properties, 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 Properties including any such Prior Mortgage shall in any way accelerate the time of payment provided for in the 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 the Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement, nor shall there be a prepayment penalty.

7. 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 expense title commitments by First American Title Insurance Corporation, evidencing Seller's ownership of the Propertie:
- (b) If a Special Tax Search, Lien Search, a judgment Search or the title commitment disclose judgment(s) against the Buyer which may become lien(s), the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.
- (c) Buyer's taking possession of the Properties shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the Properties and the condition of title to the Properties as shown to her 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.

- (d) Buyer agrees to take title to the Properties subject to any and all building code violations and litigations affecting any of the Properties.
- 8. PRORATIONS: General taxes, and if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of Final Closing. Real estate taxes for the year of possession shall be prorated as of the date of Final Closing. Further, interest on the unpaid principal amount of the Purchase Price from the Initial Closing date until the date of the first installment payment shall be a proration credit in favor of the Seller. Any tax credit, rent credit and security deposit credit given will be an adjustment to the balance due under these Articles of Agreement.

9 SELLER'S REPRESENTATIONS:

- (a) Seller makes no representation as to all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; neating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the Property and any miscellaneous mechanical personal property to be transferred to the Buyer. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL MAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.
- (b) Seller makes no warranty or representations regarding the income, expenses or condition of the Properties, and Buyer agrees to recept the Property in "AS IS" condition.
- BUYER TO MAINTAIN: Buyer agrees to purchase the Properties subject to any and all future building code violations and litigation affecting any or the Properties and Buyer shall cure any future building code violations which are cited after Lunal Closing and keep the improvements on Properties and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs an 1 renewals upon said Properties including by way of example and not of limitation, interior and extense painting and decoration; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. 17b wever, the said Property shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the Properties, and make the necessary repairs and do all the work required to place said Properties 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 Properties, the expenses of the Seller in making said repairs and in placing the Properties in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said Properties in a clean, sightly, and healthy condition with thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and,

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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 the Agreement or at law or equity provided.

FIXTURES AND EQUIPMENT: At the time of delivery of possession of the Properties to Buyer, Buyer also shall receive possession of the personal property, if any, to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the Property, but until payment in full of the Purchase Price is made, none of such personal property, fixtures or equipment shall be removed from the Properties without the prior written consent of the Seller.

12. INSURANCE:

- (a) Buyer shall from and after the time specified in paragraph five (5) for possession kee) the Properties, by separate policies, insured against loss or damage by fire or other casualty the improvements now and hereafter erected on Properties with a company, or companies, reasonably acceptable to Seller in policies acceptable to Seller's mortgagee and, Buyer shall, it addition, keep, flood insurance where applicable, with coverage not less than the balance of the Purchase Price hereof (except that if the full insurable value of such improvements is less than the balance of Purchase Price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interest may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when que.
- (b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, (i) any insurance proceeds which are sufficient to fully reconstruct or restore such improvements shall be used, subject to prior mortgage requirements and Seller's reasonable approval and conditions, to pay for the restoration or reconstruction of such damages or lost improvement, or (ii) in the event insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of larchase Price and Buyer shall remain obligated for all payments hereunder.
- TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately 13. when due and payable and prior to the date when the same shall become delir quent all general and special taxes, 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 Properties or any part thereof or any improvements the eor, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore. Escrow funds may be used to satisfy this obligation.
- FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if 14. any, provided in paragraph three (3), Buyer shall deposit with the Seller on the day each Installment Payment is due, until the Purchase Price is paid in full, Five Hundred and 00/100 Dollars (\$500.00) ("Escrow Amount") to provide sufficient sums for the full payment of the general real estate taxes and estimated insurance premium one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement. Said escrow

must also have a three-month reserve for taxes and insurance. Seller may protest real estate taxes and Buyer will participate in cost of reduction. If Buyer protests taxes, Seller will cooperate, but solely at Buyers sole cost and expense. The Escrow Amount shall be held by Seller. Seller is hereby authorized and directed to use the Escrow Amount for the payment of the aforementioned taxes and premiums. The Escrow Amount is hereby pledged as additional security to the Seller for periodic payments and the unpaid balance of the Purchase Price.

If the amount of the Escrow Payment together with the future periodic deposits of the same payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges three months 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, at a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the Escrow Amount held by Seller shall not be sufficient to pay all such charges as herein provided, Processal 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 charge for so holding and applying the Escrow Amount, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless other vise agreed in wiring 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.

15. BUYER'S INTEREST:

- (a) No right, title, or interest, legal of equitable, in the Properties 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 of otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said Properties 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.

16. LIENS:

- (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 Properties which shall or may be superior to the rights of the Seller.
- (b) Each and every contract in excess of \$5,000.00 for repairs or improvements on the Properties, 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 Properties, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the Properties, except if the same shall contain such express waiver or release of lien upon

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- (d) Buyer agrees to take title to the Properties subject to any and all building code violations and litigations affecting any of the Properties.
- PRORATIONS: General taxes, and if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of Final Closing. Real estate taxes for the year of possession shall be prorated as of the date of Final Closing. Further, interest on the unpaid principal amount of the Purchase Price from the Initial Closing date until the date of the first installment payment shall be a proration credit in favor of the Seller. Any tax credit, rent credit and security deposit credit given will be an adjustment to the balance due under these Articles of Agreer tent.

SELLER'S REPRESENTATIONS:

- (a) Seller makes no representation as to all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; neating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the Property and any miscellaneous mechanical personal property to be transferred to the Buyer. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL LAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.
- (b) Seller makes no warranty or representations regarding the income, expenses or condition of the Properties, and Buyer agrees to accept the Property in "AS IS" condition.
- BUYER TO MAINTAIN: Buyer agrees to purchase the Properties subject to any and all future building code violations and litigation affecting any of the Properties and Buyer shall cure any future building code violations which are cited after In tial Closing and keep the improvements on Properties 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 Properties including by way of example and not of limitation, interior and exterior painting and decoration; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; mesonry including chimneys and fireplaces, etc. .fhowever, the said Property shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Ruyer's possession of the Properties, and make the necessary repairs and do all the work required to place said Properties 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 Properties, the expenses of the Seller in making said repairs and in placing the Properties in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said Properties in a clean, sightly, and healthy condition with thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and,

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the part of the party contracting and a copy of each and every such contract shall be promptly delivered to Seller.

17. PERFORMANCE:

- (a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within five (5) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within ten (10) days after written notice to Buyer (unless the default involves a dangerous condition which shall os cured immediately within one (1) days written notice); 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: (i) maintain an action for any vapoid installments; (ii) declare the entire balance due and maintain an action for such amount, (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated demages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, sult ject to the rights of Buyer to reinstate as provided in that Act.
- (b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of ther., 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, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.
- (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 10% of any sum due hereunder, be it a monthly payment or balance inc hereunder, which Seller elects to accept after the date the sum was due.
- (e) Anything contained in subparagraphs (a) through (3) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within thirty (30) days after such written notice of default, Buyer tenders to Seller the entire uppaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the Property or monetary claims arising from acts or obligations of Buyer under this Agreement.

18. **DEFAULT, FEES:**

(a) Buyer 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 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 the 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 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 Property shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.
- 19. 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 personally or by certified or registered mail, return receipt requested, to the pacties addressed if to Seller at the address shown in paragraph 1 or to the Buyer at the address of the Property. Notice shall be deemed made when mailed or served. Notice may also be served upon the respective attorneys via facsimile followed by regular mail to confirm facsimile transmission. Faxes for Seller shall go to George Dangeles at Dangeles & Co., Inc. at 561-483-9001, with a copy to Brian D. LeVay at 312-422-8001, and faxes for Jennifer Thomas shall go to
- 20. SELLER'S ACCESS: Seller as y make or cause to be made reasonable entries upon and inspection of the Properties, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the Properties.
- 21. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance on the first day of each month at the rate of one pivelith 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 365 day year. Interest for the period from the date of Initial Chasing until the date the first installment is due shall be payable on or before the date of Initial Closing, as a proration item.
- ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder. 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 Properties in any such transferee, pledgee, as right, lessed or sub-leases, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.
- 23. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed 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 make payable to Seller, which amount shall be without premium or penalty. Seller shall have the right to repay and discharge any Prior Mortgage in whole or in part from sums due hereunder from Buyer. The

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repayment of the Prior Mortgage shall be supervised and administered by FATIC. 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 a local ordinance with regard to the transfer of title to Buyer.

- RECORDING: The parties shall record a memorandum of this Agreement at this 24. Initial Closing.
- RIDERS: The provisions 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.
- 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.
- PROVISION'S SEVERABLE: The unenforceability or invalidity of any provision 27. or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- BINDING ON HEIRS, TYME 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 the egreement.
- JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Property.
- REAL ESTATE COMMISSION: No Broker's Commission is due or earned on this 30. transaction.

IN WITNESS WHEREOF, the parties herete have hereunto set their hands and sea's this lolday of June , 2004.

SELLER:

BUYER:

Lasaile National Bank

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STATE OF ILLINOIS)
*)SS
COUNTY OF COOK)

I, Pyrican D Libby, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE DANGELES OF DANGELES & CO., INC., whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this lot day of Ju., 2004

Commission expires

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STATE OF ILLINOIS

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Notary Public in and for said County, in the State aforesaid, do hereby certify that ENNIFER THOMAS, whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth. JUN 3 - 2004

Given under my hand and notarial seal this,

10-17-2006

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day of

2004.

Notary Public

Commission expires

"OFFICIAL SEAL" **ROBERT GOODMAN**

Notary Public, State of Illinois OOA COUNTY CRAY'S OFFICE Commission Expires Oct. 12, 2006

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EXHIBIT A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

Lot 27 in Block 7 in Van H. Higgins Subdivision of the 25 acres South of and adjoining the North 60 acres of the Southeast 1/4 of Section 4, Township 38 North, Range 14 East of the third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 4443 S. Princeton, Chicago, Illinois

P.I.N.: 20-84-416-006-0000

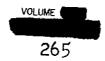
LEGAL DESCRIPTION:

Lot 39 (except the Southerly 10.00 feet thereof) and the South 7.5 feet of Lot 40 in Block 2 in resubdivision of that part of Lots 1 and 3 in Block 240 in Chicago Heights, lying South of a line 33 feet North of and parallel to the East and West Center line of the South 1/2 of the North West 1/4 of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Property addits 1320 Lincoln AVE. Christop Heights, IL

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EXHIBIT A

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:
PROPERTY ADDRESS: 4443 S. Princeton, Chicago, Illinois P.I.N.: 20-04-41c-906-0000
LEGAL DESCRIPTION:
PROPERTY ADDRESS: 1320 Lincoln Ave., Chicago Heights, Illinois P.I.N.: 32-21-117-057-0000
LEGAL DESCRIPTION:
PROPERTY ADDRESS: 7537 South Ellis, Chicago, Illinois
P.I.N.: 20-26-304-012-0000