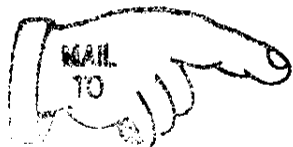


INSTALLMENT AGREEMENT FOR DEED AND PURCHASE OF CORPORATION
AND ASSETS OF
CONTINENTAL WINDOW AND GLASS, INC.

1. BUYER. Anglin Commercial Group, Inc., Address 905 W. 175th St., Homewood, IL 60430 agrees to purchase, and SELLER, Continental Window and Glass, Inc. c/o Kris Bajaczyk and Mark Faulhaber of the assets and inventory located at 13650 S. Halsted Riverdale, IL, Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of NINETY THOUSAND DOLLARS (\$90,000.00) see attached addendum on balloon payment and a set interest payment on contract sale payments for all assets, machinery, inventory and equipment, and business property as set forth on exhibit A attached hereto of Continental Window and Glass, Inc.
2. THE TITLE TO PERSONAL PROPERTY AND DEED:
 - a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, title and deed representing all of the property as attached on exhibit A by proper bill of sale, by a recordable, stamped, general deed, good title to the assets subject only to the following "permitted exceptions" if any:
 - b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay Seller at Closing of March 1, 2004 or to such other person or at such other places as Seller may from time to time designate in writing, the purchase price & interest of AS FOLLOWS:

(SEE EXHIBIT B)
4. CLOSING: The "initial closing" shall occur on March 1, 2004, (or on the date, if any, to which said date is entered by reason of subparagraph 8 (b) at TBL). "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 premises, fixtures, and property shall be granted to Buyer on March 1, 2004, provided the transaction has closed. The Buyer's taking possession of the premises shall be conclusive evidence that the Buyer's in all respects accepts and is satisfied with the physical condition of the premises.



mail to:

**STITT, KLEIN, DADAY, ARETOS
& GIAMPIETRO, LLC
121 S. WILKE, STE 500
ARLINGTON HEIGHTS, IL 60005**



Doc#: 0520345039
Eugene "Gene" Moore Fee: \$70.50
Cook County Recorder of Deeds
Date: 07/22/2005 01:20 PM Pg: 1 of 8

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6. TRANSFER OF TITLE shall take place upon final closing.
- (a) Seller has good and marketable title to all business assets being transferred.
 - (b) .
 - (c) Seller has received no notice of any ordinance or building code violation or pending special assessments, condemnation, rezoning or annexation from any governmental body in connection with the leased Property.
 - (d) That there are no liens on any of the equipment or fixtures and all bills prior to closing will be paid by Seller.
 - (e) Compliance With Law. To the best of Seller's knowledge, the conduct of the Business does not violate, nor is Seller in default under, any law, regulation, rule, license, permit, guideline or order of any court, governmental authority or commission, including, without limitation, civil rights legislation, or equal employment opportunity legislation, occupational safety and health legislation. No expenditures are anticipated which are necessary or appropriate for the continuation of its business in respect of compliance with any such law, regulation, license, permit, guidelines or order other than routine business expenditures made in the ordinary course of business including without limitation required licenses, permits and taxes. Seller has not received any written or oral notice from any federal, state or municipal government, or any department, board, body or agency thereof, setting forth or giving notice of any violation of any such law, regulation, license, permit, guideline or order, or any alleged violation thereof.
7. TAXES AND CHARGES: It shall be the Seller's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all payroll and sales taxes, special 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 Buyer with the original or duplicate receipts therefore, provided Buyer has deposited sufficient funds in Escrow for said payment. In the event any additional deposit is required it shall be made by Buyer immediately upon notice from Seller.
8. BUYER'S INTEREST:
- (a) No right, title, interest, legal or equitable, in the assets described herein, or in any part thereof, shall vest in the Buyer until the Bill of Sale, as herein provided, shall be delivered to the Buyer.
 - (b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability

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or obligation on Seller's part to account to the Buyer therefore or for any part thereof. Permission from Seller must be given for any and all improvements.

9. LIENS:

(a) Buyer shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property, which shall be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon premises, except if the same shall contain such express waiver or release of lien upon part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

10. 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 the Agreement and such default is not cured within ten (20) 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 thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); or (3) 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 inequity:

(i) maintain an action for any unpaid 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 damages 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, subject to the rights of the Buyer to reinstate as provided in that Act.

(b) 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 amount shall become immediately due and payable by Buyer to Seller.

(c) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(d) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and terminated, if within 20 days after such written notice of default, Buyer tender to Seller the entire unpaid principal balance of the purchase Price and accrued interest then

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outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement. Buyer shall obtain the following insurance coverage's: Fire, Extended Coverage, Public Liability, Dram Shop, Plate Glass, contents and insurance for parking lot and signage any other coverage requested by Seller. Buyer shall maintain all required insurance in Sellers Name and/or showing Seller as additional Insured Party, in amounts and with companies reasonably acceptable to Seller. Each policy shall contain a clause requiring 30 days written notice to Seller prior to cancellation. Purchases have inspected the premises and accept them in their current condition without any Repair, Obligations, of Seller. All Utilities including without limitation, Gas, Electric, and Water shall be immediately placed in the name of the Buyer(s). Failure to do so shall constitute a default under this contract.

11. **PERSONAL GUARANTEE:** Lee H. Anglin shall personally guarantee full and prompt performance of all obligations hereunder and full and timely payment of all sums due or to become due hereunder.
12. **DEFAULT FEES:** (a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceedings to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.
- (b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreements; (2) No waiver of any breach or default of either party hereunder shall be implied from any omission by the other party or taken any action on account of any similar or different breach or default; the payment acceptance of money after it falls due after knowledge of any breach of this Agreement by Buyer or Seller, or after 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 not affected any such notice, demand or suit or any right hereunder not herein expressly waived.
- (c) Buyers understand and agree that if this Agreement is terminated without a purchase of the property, Seller shall be, and is hereby, Authorized and Directed to Record Buyer's Quit Claim Deed of Reconveyance shall be executed individually and on behalf of the Corporation and shall include and Appropriate Corporate Resolution and Certificate of Good Standing for the Corporation from the Illinois Secretary of State. This Agreement shall be Null and Void unless said Documents are delivered to Seller(s) at the time of Execution of this Agreement. Buyers further acknowledge that delivery of said documents and within authorization to record same in the event of Termination are a material inducement to Seller to execute this Agreement. Buyers further acknowledge that
- (1) This is a commercial transaction.

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13. PENALTY: \$1,000.00 after 20 days of each late payment.
14. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice writing signed by or behalf of the party giving the same, and the same may be served upon the other 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 (1) or if to the Buyer at the address of the premises, notice shall be deemed made when mailed or served.
15. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises, except in the case of an emergency, dangerous or hazardous condition, where access shall be granted immediately.
16. CALCULATION OF INTEREST: A set amount of interest has been determined. See rider for amount and due date.
17. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledge, assignee, lessee or sub-leases, but Seller may, call the full balance due hereunder.
18. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
19. RIDERS: The provision contained in any rider attached hereto are for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
20. 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 thereof. 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.
21. PROVISIONS SERVABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions, herein contained unenforceable or invalid.

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22. **BINDING OF HEIRS, TIME OF ESSENCE:** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.
23. **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 premises.
24. **NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Sellers and a signed copy shall be delivered to the Buyer on or before 10 business days prior to Closing; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.
25. **PROMMISSORY NOTE:** Attached to this contract is a promissory note for the balance due minus the down payment and our agent commission from both Anglin Commercial Group, Inc. and Lee H Anglin, personally.
26. Buyer shall be responsible for all bills and expenses as of possession date and seller shall only be responsible for bills and expense prior to March 1, 2004.

Property of Cook County Clerk's Office

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IN WITNESS OF, the parties hereto have hereunto set their hands and seals this

1st day of March, 2003

BUYER:
Anglin Commercial Group, Inc.

SELLER:
Continental Window and Glass, Inc.
Kris Bajaczyk
Mark Faulhaber

By [Signature] Its President

By _____ Its President

By [Signature] Its President

By _____ Its Secretary

[Signature]
Mark Faulhaber, Personally

[Signature]
Kris Bajaczyk, Personally

Property of Cook County Clerk's Office

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IN WITNESS OF, the parties hereto have hereunto set their hands and seals this

_____ day of _____, 20_____.

BUYER:
Anglin Commercial Group, Inc.

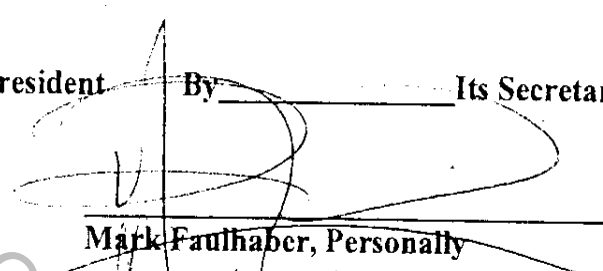
SELLER:
Continental Window and Glass, Inc.
Kris Bajaczyk
Mark Faulhaber

By _____ Its President

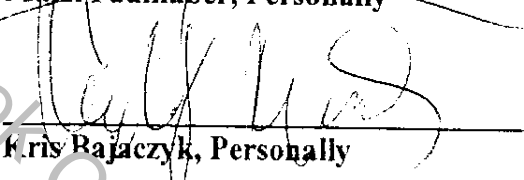
By _____ Its President

By _____ Its President

By _____ Its Secretary



Mark Faulhaber, Personally



Kris Bajaczyk, Personally

Property of Cook County Clerk's Office