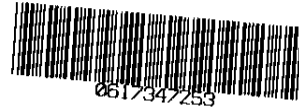


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MEMORANDUM OF INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE



Doc#: 0617347253 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2006 02:38 PM Pg: 1 of 8

TAKE NOTICE that on February 6, 2006, that **MICHAEL JAMES** as SELLERS, and **CYNTHIA NASH** as BUYER, entered into the attached installment contract for the sale of real estate property located in the City of Bellwood, County of Cook, State of Illinois, described as follows:

LEGAL DESCRIPTION:

LOT 7 (EXCEPT THE WEST 80.66 FEET THEREOF) IN BLOCK 2 IN O'CONNOR ADDITION TO BELLWOOD, A SUBDIVISION OF THE NORTH EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 15-16-103-037-0000
Commonly known as: **3603 Monroe, Bellwood, Illinois 60104**

This Memorandum is being recorded to give public notice that the said contract was executed and was in full force and in effect and it applies to this property.

Dated this _____ day of _____, 2006.

Deadra Woods Stokes

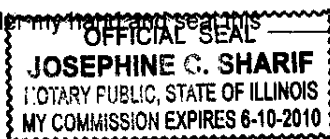
DEADRA WOODS STOKES, Attorney for Buyer

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that, **DEADRA WOODS STOKES**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____th day of _____, 2006.



Josephine C. Sharif

NOTARY PUBLIC

(Seal)

This Instrument was prepared by Deadra Woods Stokes, Esq. 1024 Park Drive, Flossmoor, Illinois 60422
708-647-8200 (telephone)

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Installment Contract for Sale of Improved Real Estate

1. Purchase and Sale. MICHAEL JAMES of 5820 N. KENMORE, CHICAGO, ILLINOIS (Seller) agrees to sell, and CYNTHIA NASH of 3603 MONROE, BELLWOOD, ILLINOIS ("Buyer") agrees to purchase, for the price and on the terms and conditions contained in this contract, the following real estate ("property") and personal property:

(a) Real Estate commonly known as 3603 MONROE, BELLWOOD, ILLINOIS 60104, the legal description of which is set forth in Exhibit A, attached to and made a part of this contract, together with all improvements and fixtures, if any, including, but not limited to: hot water heater; plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances; equipment and cabinets; water softener (except rental units); storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shade, shelving systems, fireplace screen; roof or attic TV antenna; all planted vegetation; and garage door openers.

All of the foregoing items shall be left on the premises, are included in the sales price, and shall be transferred to buyer by a Bill of Sale at time of final closing.

2. Purchase Price. The purchase price is TWO HUNDRED TEN THOUSAND & 00/100 Dollars (\$12,000.00), which Buyer shall pay in the following manner:

- (a) ONE HUNDRED SIXTY-EIGHT THOUSAND & 00/100 DOLLARS (\$168,000.00) together with interest at 9.175% to be paid in equal monthly installments of \$1,372.98 per month commencing on the first day of April 2006, and on the first day of each month thereafter until the final closing.
- (b) In addition, buyer shall pay FORTY-TWO THOUSAND & 00/100 DOLLARS (\$42,000.00) together with interest at 11.99% to be paid in equal monthly installments of \$431.70 per month commencing on the first day of April 2006, and on the first day of each month thereafter until the final closing.
- (c) The amount of indebtedness from time to time due may be prepaid in whole or in part at any time and from time to time.
- (d) 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 property; 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.
- (e) The final payment of the purchase price and all accrued but unpaid interest and other charges as herein provided, if not sooner shall be due on the or before the 31st of March, 2008;

3. Closing. The "initial closing" shall occur on February 6, 2006 (or on the date, if any, which said date is extended by reason of subparagraph 9(b)). "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been performed.

4. Possession of property. Buyer shall be entitled to possession of the property on February 6, 2006.

5. Present Liens and Encumbrances. (a) General taxes for 2005; (b) party wall agreements or rights; (c) building or occupancy restrictions of record; (d) building lines of record; (e) trust deed or mortgage of record. See Rider "A" attached hereto and made a part hereof; (f) assignment of rents and chattel mortgage given to secure the trust deed or mortgage indebtedness; (g) acts done or suffered by buyer.

6. Prior mortgages. In the event seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, buyer shall have the right, but not obligation, to make such payments or cure the default and to

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offset the amount so paid or expended including all incidental costs, expenses and attorney fees attendant thereto incurred by buyer to protect buyer's interests hereunder from the unpaid balance of the purchase price of from the installment payments to be made under this agreement.

7. Prorations. Insurance premiums; association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of the final closing subject to a re-proration upon receipt of the actual tax bill.

8. Survey. Prior to the final closing, seller shall deliver to buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the property is a condominium, only a copy of the pages showing said property on the recorded survey attached to the Declaration of Condominium shall be required.)

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

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

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

(d) If a Special Tax Search, Lien Search, a judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises all matters shown on the survey and the condition of title to the 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 that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

10. Affidavit of Title: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to 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 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 Trustee and 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 title insurance.

11. Homeowner's Association:

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

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

12. **Escrow Closing:** At the election of Seller or Buyer, upon notice to the other party not less than (5) days prior to the date of either the initial closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or any attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary moneylender's escrow, shall be paid by the party requesting it.

13. **Seller's Representations:** (a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. **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 HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.**

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

14. **Buyer to Maintain:** Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear expected. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; rood; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy conditions by Buyer, Seller may either (i) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination or this Agreement or an interference with Buyer's possession of the premises, and make necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such 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.

15. **Fixtures and Equipment:** At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property 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 premises, but until payments in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. **Insurance:**

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(a) Buyer shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies confirming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, 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 interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceed to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore improvements, (ii) to pay for the restoration or reconstruction of such damaged or lost improvements, or (iii) in the event the 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 purchase price.

17. **Taxes and Charges:** It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all special taxes, 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 receipt therefore.

18. **Funds for Taxes and Charges:** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient funds for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonable estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

19. **Buyer's Interest:** (a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

20. **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 property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements

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upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. Performance:

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made under the terms of this Agreement and such default is not cured within ten (10) 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); 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 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 Forfeiture and Detainer Act, subject 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 which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and all 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 5% of any sum due hereunder which Seller elects to accept after the date of the sum was due.

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

22. 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 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 of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. Notices: All notices required to be given under this Agreement shall be deemed to mean notice in writing signed by or on behalf of the party giving the same, and served upon the other party or their attorney personally or deposited properly addressed to such party at the address herein set forth in the U.S. mail postage paid, certified or registered mail, return receipt requested. Notices under this Contract may also be sent by facsimile transmission to the other party's attorney. All notices sent by facsimile shall be deemed served upon transmittal. Notice shall be deemed made when mailed or served. Any time period that runs subsequent to notice shall not begin to run until notice is actually received.

24. Abandonment: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

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25. **Seller's Access:** Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. **Calculation of Interest:** Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. **Assignment:** The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledge, 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.

28. **Final Closing:** Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provided notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage. Seller shall have the right to repay and discharge such mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the canceled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller may 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 any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. **Title in Trust:**

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

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

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

30. **Recording:** The parties shall record this agreement or a memorandum thereof at Buyer's expense.

31. **Riders:** The provisions contain in any rider attached hereto are and for all purposes shall be deemed to be a part of this Agreement as though herein full set forth.

32. **Captions and Pronouns:** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or

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intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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

34. Binding on Heirs, Time of Essence: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

35. Joint and Several Obligations: The obligations of two or more persons designated as "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 premises.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 6th day of February, 2006.

Seller:


MICHAEL JAMES

Buyer:


CYNTHIA NASH

This instrument prepared by: DEADRA WOODS STOKES, ESQ., WOODS & EVANS, L.L.C., 1024 PARK DRIVE, FLOSSMOOR, ILLINOIS 60422 708-647-8200

Property of Cook County Clerk's Office