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## ARTICLES OF AGREEMENT FOR DEED

1. BUYER, State Bank of Countryside, as Trustee under Trust No. 072982 dated August 8, 2007, whose address is 6734 Joliet Avenue, Countryside, Illinois 60525 Cook County; agrees to purchase, and SELLER, Pervis O. Conway, address of 17435 Crystal Lake Drive, Homer Glen, Illinois 60491, Will County; State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) the PROPERTY commonly known as 2850 Indian Joe Drive, Broadview, Illinois 60155 and legally described as follows:

legal description is on attached Exhibit A

parcel identification Nos. 15-16-404-018-0000 and 15-16-404-023-0000

(hereinafter referred to as "the premises") with approximate lot dimensions of as per survey, together with all improvements, equipment, machinery, trade fixtures, if any, and fixtures, if any, including, but not limited to: All central heating, 4 central air conditioners, plumbing and electrical systems and equipment; the hot water heater, fixed carpeting; equipment and cabinets; existing storm and screen windows and doors; all planted vegetation; All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. **THE DEED:**

a. If the Buyer shall first make all the payments and perform all the covenants and



**BOX 333-CTI**

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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, by a recordable, stamped general Warranty Deed with, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (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 tile, pipe or other conduit; (g) party walls, party wall rights and agreements; covenants, conditions and restrictions of record;

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 to Seller's Lender Inland Bank, under loan number 245800 and forward said monthly installment payments to the following address of Lender: 2225 S. Wolf Road, Hillside, Illinois 60162, the balance of the purchase price and interest remaining from time to time unpaid from the date of initial closing at the rate of six and one half percent (6.5%) per annum, all payable in the manner following to wit:

(a) Buyer has deposited with the Real Estate Broker, Coldwell Banker earnest

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money deposit in the amount of \$60,000.00;

(b) Buyer has also previously deposited with Seller \$100,000.00 as non-refundable earnest;

(c) Buyer has also deposited with Seller's Lender an additional \$26,335.05 as additional earnest money;

(d) At the time of the initial closing, the sum of \$529,692.75 plus or minus prorations, if any, as is hereinafter provided;

(e) The balance of the purchase price shall be the amount equal to the outstanding First Mortgage that will remain secured against the property in the amount of \$646,620.25 and its remaining balance to be paid at the final closing. Buyer will make monthly all Buyers Lenders monthly payments in the amount of \$7,959.67 that includes Principal, Interest and Real Estate Taxes beginning September 1, 2007 and each month thereafter until final closing on July 31, 2008.

(f) 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 31<sup>st</sup> day of July, 2008;

(g) 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 premises; third, and

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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. CLOSINGS: The "initial closing" shall occur on August 9, 2007, (or on the date, if any, to which said date is extended by reason of subparagraph 8(b) at Chicago Title and Trust, Countryside, Illinois at 3:00 p.m. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer on October 27, 2007, provided that the full down payment minus net prorations due in favor of Buyer, 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 hereunder. Should Seller fail to vacate the property as stipulated above, Seller herein agrees to pay Buyer on a per diem basis 1/15<sup>th</sup> of Buyer's monthly principal, interest, taxes and insurance until Seller vacates the property and removes all personal property and debris.

6. PRIOR MORTGAGES:

(a) Seller to provide payoff letter(s) from all current lenders holding liens on the property and any other lien holders on the property prior to initial closing. Seller shall at time of closing pay off all outstanding taxes, any other encumbrances except that of his first mortgage that is secured against the property.

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7. SURVEY: Buyer is entitled to \$750.00 credit at initial closing for the cost of the survey previously expended by Buyer.

8. 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 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, (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgage permitted in paragraph 3; (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 by Seller; and (5) acts done or suffered by or judgments 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 date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day 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

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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 title commitment discloses judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be refunded to 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

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initial closing and the final closing.

9. **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 mortgage permitted in paragraph 3 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the 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 at the initial and final closings.

10. **HOMEOWNER'S ASSOCIATION:** None.

11. **PRORATIONS:** Insurance premiums, general taxes, association assessments and shall be adjusted ratably as of August 1, 2007. Seller shall be responsible for all final meter readings, water and other utilities up to date that Seller vacates the premises. Real estate taxes for the year of possession shall be prorated as of the date of August 1, 2007 subject to re-proration upon receipt of the actual tax bill. 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 Buyer.

12. **ESCROW CLOSING:** This transaction shall close in escrow with Chicago Title

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and Trust, Countryside, Illinois office.

## 13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants and represents to Buyer that no notice or has any knowledge of, from any city, village or other governmental authority of a building code violation which existed in the structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within two (2) years of the date of execution of this Agreement which has not been brought into compliance with the relevant building code. Nor has Seller received notice of any knowledge of Governmental Exercise of rights of Condemnation or Eminent Domain and property is not in Tax Increment Financing District and Seller will obtain a Certificate of Compliance from the Village of Broadview on or before October 27, 2007.

(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



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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.

(d) General disclosures and lead paint disclosures made by the Seller are true and correct.

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 excepted. 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; roof; 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 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 premises, and make the necessary repair 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

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so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, 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 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 payment 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:**

(a) Buyer shall maintain from time of closing and thereafter insurance 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 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

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parties hereto and the interest of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Buyer, and Buyer shall provide proof to Seller of said coverage. Any lapse in coverage may be construed as a breach of this agreement. Proceeds of Insurance are Buyer's so long as Buyer is not in default.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds 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 such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price, then to Buyer if any.

## 17. TAXES AND CHARGES:

(a) It shall be the Buyer's obligation to pay by and through Sellers lenders escrow real estate property taxes. Further, it shall be Buyers obligation to pay all general and special taxes, special assessments, (water charges and sewer service charges after Buyer obtains possession from Seller) and other taxes, fees, liens, homeowner associations assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

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Seller shall be responsible for providing and paying for a final water reading upon Seller vacating the premises.

(b) At the initial closing, the parties acknowledge that the Seller has on reserve with Inland Bank & Trust \$13,632.31 for tax reserves. Additionally, Seller will deposit at time of initial closing \$30,688.78 from Seller's proceeds with Michael Maksimovich, as Escrowee as and for the second installment of the 2006 tax bill and the 2007 tax bill from January 1, 2007 to August 1, 2007. The parties will prorate the taxes based on the actual tax bill when said bills are issued.

## 18. 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 other than that as a contract Purchaser 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.

## 19. LIENS:

(a) Buyer shall not suffer 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

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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 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.

(c) Buyer has the right to bond over liens and the right to contest liens in good faith and diligent manner.

## 20. PERFORMANCE:

(a) If Buyer defaults by failing to pay when due any single installment or payment required to be made to Sellers' Lender under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or 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 and provided such default is reasonably curable within a 30 day period (unless the default involves a dangerous condition with 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

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action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) maintain an action for Foreclosure under the Illinois Mortgage Foreclosure Law shall apply, the parties will proceed in accordance with that Law. Buyer shall have the right to cure any payment deficiency by paying off balance due Seller.

(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 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, (Buyer has the right to bond over or to make good faith diligent dispute) 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 5% of any periodic sum due hereunder which Seller elects to accept after the date the sum was due.

## 21. 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

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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 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 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.

22. 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 parties addressed if to Seller at the address shown on paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

Notice to Buyer:

c/o State Bank of Countryside, Trust No. 072982, dated 8/8/07, 6734 Joliet Road,

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Countryside, Illinois 60525

Notice to Seller:

Pervis O. Conway, 17435 Crystal Lake Drive, Homer Glen, Illinois 60491.

23. ABANDONMENT: Fifteen days of continual 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.

24. 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 48 hour written notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

25. CALCULATION OF INTEREST: Interest for each month shall be calculated in



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arrears at the rate set forth herein on the balance from time to time unpaid for the year then divided by 12. 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.

26. ASSIGNMENT: The Buyer may transfer, pledge or assign this Agreement, or any interest herein or hereunder with the Seller's consent, which shall not be unreasonably withheld, and the Buyer may also sublet the premises, or any part thereof without the Seller's consent.

27. 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 wire transfer, cash, cashier's or certified check made payable to Seller's Lender, which amount shall be without premium or penalty. At the time Buyer provides 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, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior 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 or Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed releasing said prior mortgage and in form

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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 to 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 at initial closing shall credit Buyer 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.

28. DEED IN ESCROW: Seller shall deliver at time of initial closing a warranty deed that is acceptable to Buyer. Said deed shall be held in escrow with Chicago Title and Trust. Further, Buyer shall deliver at time of initial closing a quit claim deed that is acceptable to Seller. Said deed shall be held in escrow with Chicago Title and Trust.

The parties shall prepare closing instructions at the initial closing wherein should Buyer perform all terms under this agreement, Chicago Title and Trust will release the Warranty Deed to Buyer at the final closing when Buyer satisfies all the terms under this

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agreement.

29. **RECORDING:** The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

30. **CONSTRUCTION ESCROW:** The parties herein agree that upon the issuance of a building permit to Buyer, Buyer shall deposit in escrow with Chicago Title and Trust \$50,000.00 prior to the start of construction. Said monies shall only be used by Seller to restore the property in its original condition in the event Seller materially breaches this agreement and abandons the subject property.

31. **CREDITS:** Seller shall issue to Buyer at time of initial closing a credit in the amount of \$3,350.00 for outstanding brick work.

32. **RIDERS:** The provisions contained in any rider attached hereto are and shall for all purposes be deemed to be part of this Agreement as though herein fully set forth.

33. **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.

34. **PROVISIONS SEVERABLE:** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained

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unenforceable or invalid.

35. **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.

36. **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.

37. **NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before August 9, 2007; otherwise at the Buyer's option this Agreement shall become null and void and any earnest money from this and the Buyer's prior purchase agreement shall be refunded to the Buyer.

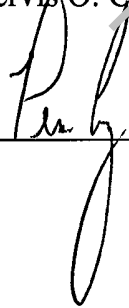
38. **REAL ESTATE BROKER:** Seller and Buyer represent that Peter Giarakas of Coldwell Banker is the only Real Estate Broker in this transaction. Additionally, Seller will be responsible for the costs of payment of any commission under this transaction on date of initial closing.

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IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 9<sup>th</sup> day of August, 2007.

SELLER:

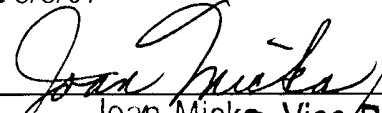
Pervis O. Conway

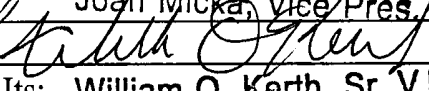
  
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BUYER:

State Bank of Countryside, Trust No. 072982,

Dated 8/8/07

By:   
Its: Joan Micka, Vice Pres.

Attest:   
Its: William O. Kerth, Sr. V.P.

**NOTE: EXONERATION CLAUSE**

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the writings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property or for any agreement with respect thereto. Any and all personal liability of the State Bank of Countryside is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

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STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOAN MICICA, Trust Officer of State Bank of Countryside, and WILLIAM OIKERT, the attesting Authorized Signer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Authorized Signer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said attesting Authorized Signer did also then and there acknowledge that he/she is custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of August, 2007.

Marie T. Hynes  
Notary Public

Commission expires 8-8-2010



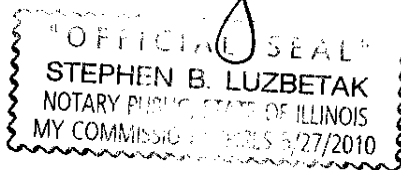
STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pervis O. Conway personally known to me to be the same person whose name 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 herein set forth.

Given under my hand and official seal, this 9 day of August, 2007.

Stephen B. Luzbetak  
Notary Public

Commission expires 5/27/2010



**UNOFFICIAL COPY**

**STREET ADDRESS:** 2850 INDIAN JOE DRIVE  
**CITY:** BROADVIEW **COUNTY:** COOK  
**TAX NUMBER:** 15-16-404-018-0000 and 15-16-404-023

**LEGAL DESCRIPTION:****PARCEL 1:**

THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 14 AND 15 IN BLOCK 1 IN SHEKLETON BROTHERS' 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE 166 FOOT RIGHT OF WAY OF THE CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY, ALSO THAT PART OF SAID NORTHEAST 1/4 LYING WEST OF SAID 166 FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1,000 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1,000 FEET, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 16 TO 18 IN BLOCK 1 IN SHEKLETON BROTHERS' 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF THE 166 FOOT RIGHT OF WAY OF THE CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY, ALSO THAT PART OF SAID NORTHEAST 1/4 LYING WEST OF SAID 166 FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1,000 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1,000 FEET IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 1 (EXCEPT THE EAST 20 FEET THEREOF, AND (EXCEPT THE NORTH 134.36 FEET OF THE EAST 50 FEET THEREOF) IN BLOCK 1 IN SHEKLETON BROTHERS' 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF 166 FOOT RIGHT OF WAY OF CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY, ALSO THAT PART OF SAID NORTHEAST 1/4 LYING WEST OF THE 166 FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1,000 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1,000 FEET, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE SOUTH 1/2 OF THE EAST-WEST ALLEY, 20 FEET IN WIDTH, LYING NORTH OF LOTS 1 AND 14, AND SOUTH OF LOTS 2 THROUGH 13 INCLUSIVE (EXCEPT THAT PART LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF LOT 14 EXTENDED NORTH) TOGETHER WITH ALL OF THE NORTH-SOUTH ALLEY LYING WEST OF LOT 1 AND EAST OF LOTS 14 THROUGH 18 INCLUSIVE, ALL IN BLOCK 1 IN SHEKLETON BROTHERS' 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE 166 FOOT RIGHT OF WAY OF THE CHICAGO HAMMOND AND WESTERN RAILROAD COMPANY, ALSO THAT PART OF SAID NORTHEAST 1/4 LYING WEST OF SAID 166 FOOT RIGHT OF WAY AND NORTH OF THE SOUTH 1,000 FEET OF SAID NORTHEAST 1/4, THAT DISTANCE BEING MEASURED ALONG THE EAST AND WEST LINES OF SAID 1,000 FEET, IN COOK COUNTY, ILLINOIS.

Prepared by:  
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