

DECLARATION OF FORFEITURE



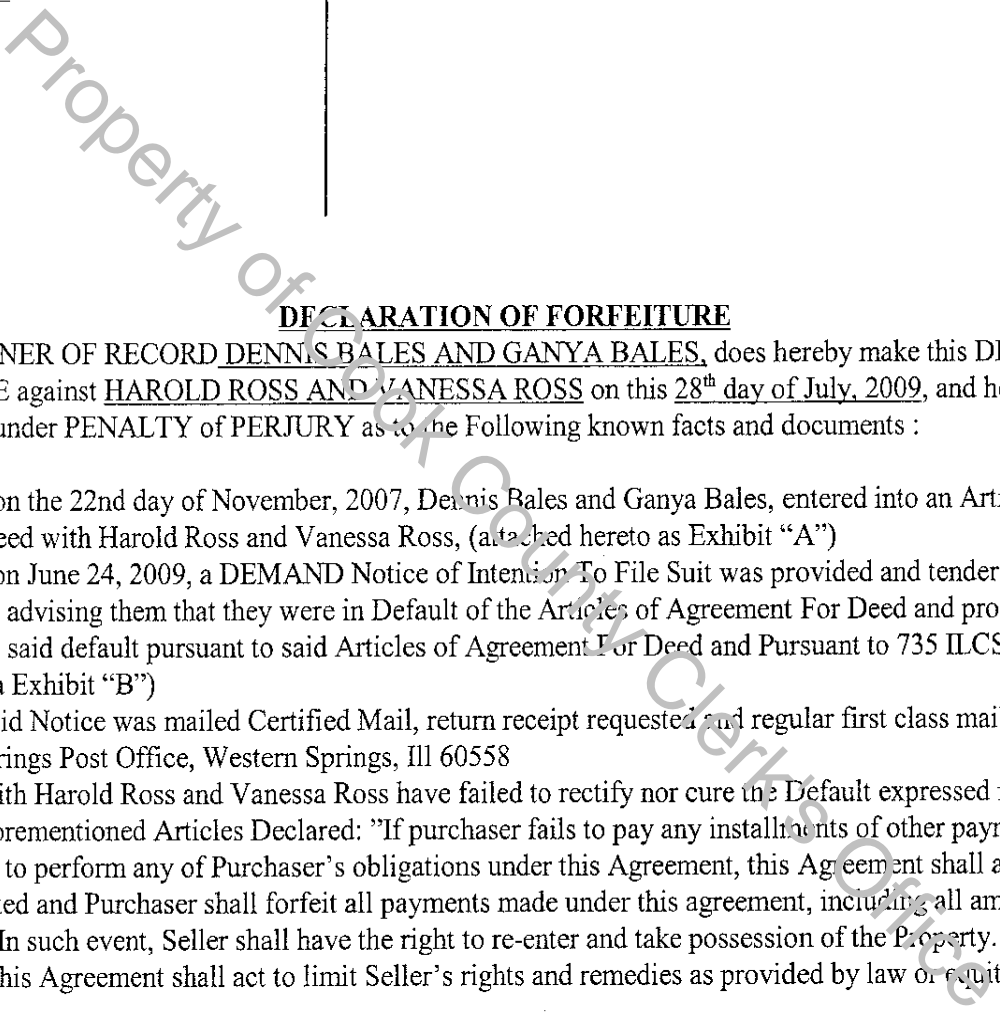
Doc#: 0921749001 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/05/2009 09:45 AM Pg: 1 of 12

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

DENNIS BALES AND GANYA BALES
RECORD TITLE OWNER

v.

HAROLD ROSS AND
VANESSA ROSS



DECLARATION OF FORFEITURE

THE OWNER OF RECORD DENNIS BALES AND GANYA BALES, does hereby make this DECLARATION OF FORFEITURE against HAROLD ROSS AND VANESSA ROSS on this 28th day of July, 2009, and hereby STATES UNDER OATH, under PENALTY of PERJURY as to the Following known facts and documents :

- 1) That on the 22nd day of November, 2007, Dennis Bales and Ganya Bales, entered into an Articles Of Agreement For Deed with Harold Ross and Vanessa Ross, (attached hereto as Exhibit "A")
2) That on June 24, 2009, a DEMAND Notice of Intention To File Suit was provided and tendered to Harold Ross and Vanessa Ross advising them that they were in Default of the Articles of Agreement For Deed and providing a period of thirty days to cure said default pursuant to said Articles of Agreement For Deed and Pursuant to 735 ILCS 5/9-104.1. (Attached hereto a Exhibit "B")
3) That said Notice was mailed Certified Mail, return receipt requested and regular first class mail, postage prepaid, at the Western Springs Post Office, Western Springs, Ill 60558
4) That with Harold Ross and Vanessa Ross have failed to rectify nor cure the Default expressed in said Notice.
5) The aforementioned Articles Declared: "If purchaser fails to pay any installments of other payment due under this Agreement or to perform any of Purchaser's obligations under this Agreement, this Agreement shall at the option of Seller, be terminated and Purchaser shall forfeit all payments made under this agreement, including all amounts held in escrow by Seller. In such event, Seller shall have the right to re-enter and take possession of the Property. Nothing contained within this Agreement shall act to limit Seller's rights and remedies as provided by law or equity." (Exhibit "A", paragraph 20)
6) That the property is legally described as:
LOT 180 IN THE FOURTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as : 350 East Tulip Drive, Glenwood, IL 60425

Permanent Index Number (PIN): 32-03-416-010-0000

WHEREFORE, A DECLARATION OF FORFEITURE IS HEREBY MADE BY THE BELOW SIGNED THAT ALL RIGHTS, OF DENNIS BALES AND GANYA BALES, LEGAL, EQUITABLE, FINANCIAL OR OTHERWISE ARISING OUT OF THE ARTICLES OF AGREEMENT FOR DEED, PERCEIVED OR DECLARED SPECIFICALLY THEREIN , ARE FORFEITED FOREVER, AND SAID ARTICLES OF AGREEMENT FOR DEED IS TERMINATED.

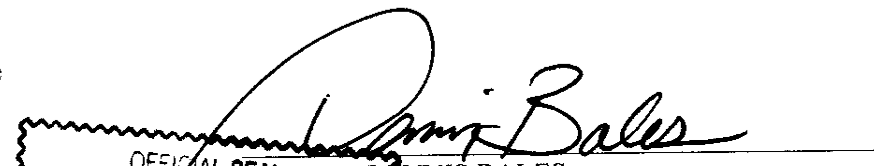
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

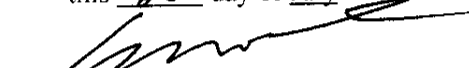
THE AFFIANT, DENNIS BALES AND GANYA BALES, being first duly sworn on oath deposes and says, that is the Owner of Said aforementioned Property; that he has read the foregoing notice and DECLARATION OF FORFEITURE, knows the contents thereof, and the exhibits attached thereto, and that all the statements therein contained are true and correct to his independent belief and knowledge, and the exhibits attached thereto are true and accurate copies of the originals as they exist.

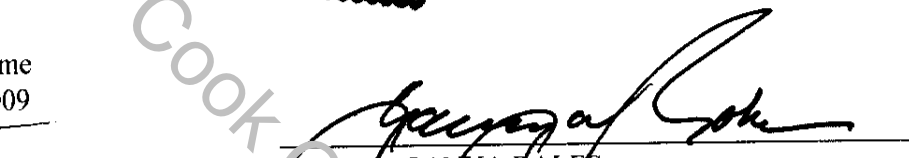
Subscribed and sworn to before me
this 28 day of July A.D. 2009


Notary Public


OFFICIAL SEAL DENNIS BALES
WILLIAM P DANNA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/13/12

Subscribed and sworn to before me
this 28 day of July A.D. 2009


Notary Public


GANYA BALES
OFFICIAL SEAL
WILLIAM P DANNA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/13/12

Mail to:

Name William P. Danna, Ltd., S.C.
Address 1105 W. Burlington Avenue
City Western Springs, IL 60558
Phone (708)246-4781

This instrument prepared by:

Name William P. Danna, Ltd., S.C.
Address 1105 W. Burlington Avenue
City Western Springs, IL 60558
Phone (708)246-4781

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****WILLIAM P. DANNA, Ltd., S.C.****1105 W. Burlington Avenue, Western Springs, IL 60558****Phone(708)246-4781 and Fax (708) 246-6278****THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE****NOTICE OF INTENTION TO FILE SUIT
IN FORCIBLE ENTRY AND DETAINER****Date of Notice: June 22, 2009****COPY****Via Regular & Certified Mail, Return Receipt Requested****HAROLD ROSS, VANESSA ROSS & UNKNOWN OCCUPANTS
350 East Tulip Drive
Glenwood, IL 60425****RECEIVED**

Dear Mr. And Mrs. Ross;

Please take notice that from the period of January 7, 2007 to May 28, 2009, there was due to Dennis Bales and Ganya Bales, which is the original creditor to whom the debt is owed and whose address is 1672 Jeanel Lane Aurora, IL 60504, in the sum of: \$132,600.00 ; being the payoff amount due March 1, 2008. In addition you are currently delinquent in reason payments of \$14,576.00 for August, 2008 through May, 2009 in the amount of \$159,225.00 monthly, lawfully agreed upon for the premises situated in the State of Illinois, commonly known as:

**350 East Tulip Drive
Glenwood, IL 60425**

This is your Notice, pursuant to 735 ILCS 5/9 -104.1, that payment in full of the amounts stated above is demanded of you, and that unless payment of the full amount is made on or before the expiration of forty (40) days after the date of service of this Notice, a forcible entry and detainer action to terminate your right to possession of the above premises may be commenced. For purposes of Section 5/9 -104,1 of the Code, service of this Notice is deemed effective when this Notice was deposited in the U. S. Mail, which occurred on the date of this Notice as stated above.

You must pay the full amount demanded by certified or cashier's check payable to Dennis and Ganya Bales. Payment to or through any agent other than Dennis and Ganya Bales, will not stop this action to terminate your possession of the premises identified above. Only full payment of all amounts demanded in this notice will invalidate the demand, unless the person claiming possession, or his or her agent or attorney, agrees in writing to withdraw the demand for receiving partial payment.

UNLESS YOU, WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT STATED ABOVE, OR ANY PORTION THEREOF, IN WRITING, THE DEBT WILL BE ASSUMED TO BE VALID BY THE LAW OFFICES OF WILLIAM P. DANNA LTD., S.C..

UNOFFICIAL COPY

IF YOU NOTIFY WILLIAM P. DANNA Ltd., S.C. IN WRITING WITHIN THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WILLIAM P. DANNA, LTD., WILL OBTAIN VERIFICATION OF THE DEBT AND A COPY OF SUCH WILL BE MAILED TO YOU BY WILLIAM P. DANNA LTD., S.C., FURTHERMORE, UPON RECEIVING WRITTEN NOTICE FROM YOU THAT THE DEBT IS DISPUTED, WE WILL DISCONTINUE COLLECTION EFFORTS UNTIL WE MAIL YOU THE VERIFICATION OF THE DEBT.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

Please note that your forty (40) day period to make full payment begins on the date that this notice was deposited in the U.S. Mail. However, your thirty (30) day period to dispute the validity of the debt begins on the date of your actual receipt of this notice. As such, it is possible that the forty (40) day period will expire before the thirty (30) day period expires, (for example, this could occur if you receive this notice more than ten days after the date that it was mailed to you.) In the event that the forty (40) day period (within which you have to make full payment) expires before the thirty (30) day period (within which you have to dispute the validity of the debt.) The law does not require us to wait until the end of that thirty (30) day period to commence legal action to terminate your right to possession.

Your failure to pay the Agreed upon Installments outstanding are a material breach and violation of the November 22, 2006, "Articles of Agreement For Deed,". Currently you are in Default of the Agreement. Failure to cure the Default entirely within the next 30 days after the receipt of this Notice will terminate the Agreement and also terminate any right to exercise the Purchase. My client hereby informs you that your failure to cure this Default within the next 30 days, will cause my client to declare your interest under the subject, "Articles Of Agreement For Deed", to be terminated..

William P. Danna, LTD., S.C., are the attorneys for Dennis and Ganya Bales engaged for the purpose of collecting this debt. Written communications to William P. Danna, LTD., S.C., should be addressed to William P. Danna, LTD., S.C. 1105 West Burlington Avenue, Western Springs, Illinois 60558

By: William P. Danna, LTD., S.C.

Respectfully,



William P. Danna, LTD., S.C.

WPD/ams/gdp

cc: Dennis and Ganya Bales

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Dated: November 22, 2006

ARTICLES OF AGREEMENT FOR DEED

The Purchaser, HAROLD ROSS and VANESSAROSS ("Purchaser") agrees to purchase and the Seller, DENNIS BALES and GAYNA BALES, agrees to sell to Purchaser at the purchase price of \$132,600.00 the property commonly known as 350 EAST TUPLIP DRIVE, GLENWOOD, IL 60425 and legally described as follow:

LOT 180 IN THE FOURTH ADDITION TO GLENWOOD GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 32-03-416-010-0000

("the Property") with approximate lot dimensions of X together with all improvements and fixtures, if any, including but not limited to the following (where applicable): all central heating, plumbing and electrical systems and equipment; hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting, built-in kitchen appliances, equipment and cabinets; water softener; existing storms and screens, windows and doors; attached shutters, shelving, fireplace screen, roof or attic T.V. antenna; all planted vegetation; garage door openers and car units, and the following additional items of personal property: N/A

All of the foregoing items shall be left on the Property, are included in the purchase price, and shall be transferred to Purchaser by a Bill of Sale at the time of Final Closing.

2. CLOSINGS:

Initial Closing: As used throughout this Agreement, "Initial Closing" or "date of Initial Closing" shall mean the date that this Agreement is signed by the respective parties and shall thereafter constitute a valid and enforceable contract, and during which time Seller, for consideration, shall transfer over to Purchaser all necessary documents other than legal title to the Property.

Exhibit "A"

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Final Closing: As used throughout this Agreement, "Final Closing" or "date of Final Closing" shall be the date upon which Purchaser shall provide Seller with the full purchase price under this Agreement and Seller shall provide to Purchaser all documents necessary to transfer to Purchaser legal title to the Property, provided, however, that the Final Closing shall occur only if and when all covenants and conditions to be performed under this Agreement by Purchaser have been timely and fully performed. In no event shall the Final Closing occur after March 1, 2008, unless a written extension agreement is executed by Seller.

3. THE DEED:

a. If Purchaser shall first make all the payments and perform all the covenants and agreements in this Agreement required to be made and performed by Purchaser at the time and in the manner as set forth, Seller shall convey to Purchaser by a recordable, stamped general warranty deed with release of homestead rights, good title to the Property subject only to the following "permitted exceptions," if any: (a) general real estate taxes not yet due and payable; (b) special assessments confirmed after the date of this Agreement (if any); (c) building, building line and use of occupancy restrictions, conditions and covenants of record; (d) zoning laws and ordinances; (e) easements for public utilities; and (f) drainage ditches, feeders, laterals and drain tile, pipe or other conduit, if any.

b. The performance of all the covenants and conditions in this Agreement to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the warranty deed.

4. **INSTALLMENT PURCHASE:** Purchaser hereby covenants and agrees to pay to Seller at Seller's address disclosed in this Agreement or to such other person or at such other place that Seller may from time to time designate in writing, the purchase price, tax and insurance escrow, interest on the balance of the purchase price remaining from time to time unpaid from the date of Initial Closing at the annual interest rate set forth below in Paragraph 4(c), all payable in the following manner:

- a. Interim interest from the date of closing through the end of the current month.;
- b. \$1,592.25 payable on January 1, 2007, representing Purchaser's payment for January 2007;
- c. \$1,592.25 payable on the first day of each and every month thereafter until March 1, 2008, when the full unpaid principal balance then remaining unpaid, together with any accrued and unpaid interest, shall become due and payable. Each monthly installment payment shall be applied as follows: first, to the payment of interest on the principal balance from time to time remaining unpaid at an interest rate of 12.50% per annum; second, to pay before delinquent all taxes and assessments which subsequent to the date of Initial Closing may become a lien on the Property; third, to pay insurance

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premiums falling due after the date of Initial Closing; and, fourth, to reduce the unpaid principal balance of the purchase price.

- d. All monthly installment payments are due on the twenty eighth day of each Respective month.

5. **LATE PAYMENTS:** In the event Seller receives any installment payment after the 15th calendar day of the month, Purchaser shall incur a late charge equal to five percent (5%) of the monthly payment, respectively \$79.61. In the event Seller receives any payment more than 15 days after the due date, Seller has the right to terminate this Agreement by giving Purchaser written notice of Seller's intention to do so. In the event Seller provides such written notice, Purchaser shall have 45 days from the original due date to cure the default by tendering all past due amounts, including but not limited to late fees. By way of example, if Purchaser's payment is due on June 1 and Seller does not receive the payment on or before June 15 the following would occur:

- Purchaser would incur a 5% late fee beginning June 16;
- If payment of the original amount **and** the late fee is not **received** by Seller on or before July 15 Seller may terminate this Agreement by providing written notice of Seller's intention to do so;
- After the written notice to terminate is sent by Seller, Purchaser shall have until July 30 in which to cure all defaults by tendering to Seller full payment of all past due amounts, including late fees;
- If Purchaser fails to make the full payment on or before July 30 this Agreement shall be terminated and Seller may immediately record the Quit Claim Deed executed by Purchaser with this Agreement, which is being held in escrow. By recording the Quit Claim Deed, any interest Purchaser may have acquired in the Property under this Agreement shall be fully transferred back to Seller.

6. **ESCROW ACCOUNT:** As security for the Purchaser's payment obligations under this Agreement, Purchaser hereby agrees that at the Initial Closing an escrow account shall be created in Purchaser's name, for the sole purpose to offset gross monthly payment to seller. Purchaser shall deposit an amount equal to 12.67 interest on monthly installment payments. [see Paragraph 4(c)]. This escrow account shall be held in the name of Purchaser. If at any time Purchaser defaults with regard to any monthly installment payment, Seller shall have the right to withdraw funds from the escrow account to pay the outstanding installment payment. In such event, Purchaser, after receiving notice of Seller's withdrawal of all or any part of the escrowed funds, shall immediately replenish the escrow account to an amount equal to the account's principal balance immediately prior to any such withdrawal by Seller. FAILURE OF PURCHASER TO SO REPLENISH THE ESCROW ACCOUNT SHALL CONSTITUTE A DEFAULT UNDER THIS AGREEMENT. Notwithstanding the above, if Seller at any time does not exercise its rights under this Paragraph, Purchaser shall nonetheless be subject to the late payment provisions of Paragraph 5.

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7. **PURCHASER'S PREPAYMENT PRIVILEGE:** Purchaser may make additional payments of principal at any time under this Agreement without the imposition of any penalty or restriction (except that each such prepayment shall equal the sum of one or more of the principal components of the next payment coming due on the amortization schedule in use by the parties). Any such prepayment shall be first applied to the payment or payments next coming due.

8. **PAYMENT OF PROPERTY TAXES:** Purchaser covenants and agrees to be responsible for any and all real estate taxes and special assessments charged against the Property by any governmental entity that may have accrued before, on, or after the Initial Closing. The Seller shall not receive pro-rated property tax credits as part of the original purchase transaction; therefore the Seller shall not be responsible for any real estate taxes or special assessments charged against the Property through the date of Initial Closing. Until Final Closing, Purchaser shall actually pay the real estate taxes and/or special assessments from the escrow account that was established at the initial closing with the Purchasers' funds. Purchaser shall reimburse Seller for payment of all amounts so paid by Seller under this Agreement within thirty (30) days of Purchaser's receipt of a copy of a paid receipt therefore. An amount equal to \$160.00 of each monthly payment by Purchaser shall be utilized towards the payment of Purchaser's real estate tax and/or special assessment responsibility.

9. **PAYMENT OF HAZARD INSURANCE, LOAN SERVICING AND PRIVATE MORTGAGE INSURANCE:** Seller covenants and agrees to keep the Property insured against loss of fire, lightning, windstorm, and extended coverage risks in non-assessable policies written by standard solvent companies, to the full insurable value of the Property or to the amount of indebtedness hereunder, whichever is larger, either written in favor of or with suitable loss payee clauses making losses payable to the parties as their interests may appear, and to deliver such policies or renewals to Purchaser. Purchaser shall be responsible for the cost of the hazard (homeowner's) insurance covering the Property from the date of Initial Closing. An amount of \$41.00 of each monthly payment by Purchaser shall cover the cost of the hazard insurance. Purchaser shall reimburse Seller for the cost of the hazard insurance over and above the amounts paid by Purchaser within 30 days of the date requested by Seller. Purchaser shall be responsible for the monthly service fee to West Star of \$10.00 for the auto payment feature for the payment of their monthly payment to the Seller. ~~Purchaser shall be responsible for the cost of the Private Mortgage Insurance covering the Property from the date of Initial Closing. An amount of \$ 30.00 of each monthly payment by Purchaser shall cover the cost of the Private Mortgage Insurance.~~

10. **EVIDENCE & AFFIDAVIT OF TITLE:** Seller shall furnish Purchaser at or prior to Final Closing with satisfactory evidence of title in the amount of the purchase price under this Agreement and subject only to those permitted exceptions set forth in Paragraph 3 of this Agreement, prior mortgages permitted in Paragraph 15 of this Agreement and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance. 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(s) of

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said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" (ALTA Statement) and such other documents as are customary or required by the issuer of the commitment for title insurance.

11. **VIOLATION NOTICES:** Each party covenants and warrants to the other that they have no knowledge of any notice from any city, village or other governmental authority of any violations with respect to the Property.

12. **CONFORMITY TO LAWS & ORDINANCES:** Purchaser covenants and agrees to keep the Property at all times in compliance with all applicable laws and ordinances governing the Property, including but not limited to all building, fire protection, and/or zoning ordinances.

13. **PROHIBITION AGAINST LIENS & MAJOR ALTERATIONS:** Purchaser covenants and agrees that Purchaser shall not suffer or permit any encumbrance whatsoever to attach to the Property, nor to permit any mechanics or other liens to attach to the Property. Purchaser further covenants and agrees that Purchaser shall not at any time contract for major improvements or alterations to the Property without the prior written consent of Seller. Every contract for repairs and/or improvements on any part of the Property shall contain an express full and complete waiver and release of any and all liens or claims or right of liens against the Property and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements on the Property unless it shall contain such express waiver or release of lien upon that part of the party contracting, and a signed copy of every contract and of the plans and specifications for such repairs and/or improvements shall be properly delivered to and may be retained by Seller.

14. **PRESERVATION, MAINTENANCE AND PROTECTION OF PROPERTY; INSPECTIONS:** Purchaser shall not commit, waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Purchaser agrees to rebuild or restore any part of the Property that becomes destroyed or damaged, from whatever cause, within a reasonable time after such destruction or damage. Seller may inspect the Property at any time to assess the Property's condition, including when the Property appears or is in fact vacant or abandoned, or when this Agreement is in default. Seller may take all reasonable actions to protect and preserve the Property.

15. **PRIOR MORTGAGE BY SELLER:** Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the Property with a balance including 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 may be recorded, be prior to the interest that Purchaser may have in the Property, and Purchaser expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured by the mortgage or trust deed), if necessary. No mortgage or trust deed placed on the Property, including any such prior mortgage, shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any

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amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment given to Purchaser under Paragraph 7.

16. **PURCHASER'S INTEREST:** IT IS AGREED BETWEEN THE PARTIES THAT NO RIGHT, TITLE OR INTEREST, LEGAL OR EQUITABLE, IN THE PROPERTY OR IN ANY PART THEREOF SHALL VEST IN THE PURCHASER UNTIL THE DEED SHALL BE DELIVERED TO THE PURCHASER AT THE FINAL CLOSING

17. **ASSIGNMENT:** Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without the prior written consent of Seller. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or interest in the Property in any such transferee, pledge or assignee, but Seller may, at Seller's option, declare Purchaser in default under this Agreement and invoke the provisions of this Agreement relating to forfeiture.

18. **ADVANCES BY SELLER:** In the event Purchaser fails to keep the Property free of mechanics or other liens, or in compliance with municipal ordinances or other applicable laws, Seller may (but need not) discharge or purchase any such liens affecting the Property, and correct any violation of any applicable ordinance or law. Purchaser agrees to reimburse Seller immediately, with or without demand, all sums expended by Seller. Any outstanding amounts not paid by Purchaser immediately shall accrue interest at 10¾%, and such interest shall be due from Purchaser at the time of reimbursement. The failure to reimburse Seller any outstanding amounts shall constitute a default under this Agreement.

19. **REIMBURSEMENT OF EXPENSES:** If at any time Purchaser defaults under this Agreement in any way specified herein, and Seller incurs costs and/or reasonable attorney's fees to either have Purchaser cure the default or to otherwise enforce the terms of this Agreement, by way of litigation or otherwise, Purchaser agrees to reimburse Seller any and all costs and/or reasonable attorney's fees incurred by Seller in taking such action, as well as for defending any proceeding to which Seller is made a party as a result of the acts or omissions of Purchaser in any way relating to the Property.

20. **SELLER'S REMEDIES:** If Purchaser fails to pay any installment of other payment due under this Agreement or to perform any of Purchaser's obligations under this Agreement, this Agreement shall, at the option of Seller, be terminated and Purchaser shall forfeit all payments made under this agreement, including all amounts held in escrow by Seller. In such event, Seller shall have the right to re-enter and take possession of the Property. Nothing contained within this Agreement shall act to limit Seller's rights and remedies as provided by law or equity.

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21. **FINAL CLOSING DATE:** Purchaser shall be entitled to delivery of the Warranty Deed, Affidavit of Title and a Bill of Sale to the personal property to be transferred to Purchaser under this Agreement at any time upon payment of all amounts due hereunder in the form of cash, money order, cashier's check or other certified funds made payable to Seller. At the time of delivery of the Warranty Deed, Purchaser 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 Purchaser, and Purchaser 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 Purchaser unless otherwise provided in the local ordinance.

22. **TITLE IN TRUST:**

a. In the event that title to the Property is held in or conveyed into a trust prior to the Final Closing, it shall be conveyed to Purchaser when and if appropriate under the terms of this Agreement in accordance with the provisions of Paragraph 3, except that the conveyance shall be by Trustee's Deed.

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 by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

c. If, at the time of execution of this Agreement, title to the Property is not held in a trust, Seller agrees that upon the written request of Purchaser any time prior to the Final Closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this Paragraph 22 with Purchaser paying all trust fees and recording costs resulting there from.

23. **PROHIBITION AGAINST LEASING:** Purchaser shall not lease any part of the Property at any time without Seller's prior written consent.

24. **CAPTIONS AND PRONOUNS:** The captions and headings of the various 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 such provisions. 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.

25. **PROVISIONS SEVERABLE:** The unenforceability or invalidity of any provision or provisions in this Agreement shall not render any other provisions unenforceable or invalid.

