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<u>.</u>	Liberty Title & Escrow Co.	
•	Liberty Title & Escrow Co 275 West Natick Road	
	Liberty Title & Escrow Co.  - 275 West Natick Road Suite 1000	

Doc# 1934725003 Fee \$93.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDHARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2019 12:42 PM PG: 1 OF 17

Permanent Parcel Number:

13-14-305-004-0000

**Property Address:** 

**3715 WEST MONTROSE AVENUE** 

CHICAGO IL 60618

#### INSTALLMENT AGREEMENT FOR WARRANTY DEED

THIS INSTALLMENT AGREEMENT FOR WARRANTY DEED (hereinafter referred to as this "Agreement") is made and entered into as of the 8th day of November, 2019, by and between JOSE ANTONIO LAVARO (hereinafter referred to as "Seller") and Zion Investments, Ltd., an Illinois corporation (hereinafter referred to as "Purchaser").

#### RECITALS:

WHEREAS, Seller is the owner of three (3) contiguous parcels of real estate commonly known as 3715 W. Montrose avenue, Chicago, Illinois, PIN: 13-14-305-004, described on Exhibit A attached hereto (which real estate, together with all improvements and fixtures thereon and appurtenances thereto, is hereinafter collectively referred to as the "Premises"); and

WHEREAS, the property commonly known as 3715 W. Montrose Avenue, Chicago, Illinois, is improved with three (3) residential apartment units above one retail store space (so notimes referred to as the "Vacant Parcel") and

WHEREAS, Selle, desires to sell to Purchaser and Purchaser desires to purchase from Seller the Premises upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

- 1. Premises and Purchase Price. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Premises for a purchase price of Four Hundred Twenty Nine Thousand and 00/100 Dollars (\$429,000.00) (hereinafter referred to as the "Purchase Price"), payable in the following manner:
- (a) Twenty Five Thousand Dollars (\$25,000.00) earnest money to be held by Liberty Title and Escrow Co., as Escrowee, for the initial benefit of the parties; and
- (b) An additional One Hundred Four Thousand Dollars (\$104,000.00) plus or minus prorated credits, at the Initial Closing (ac defined below);
- (c) The remainder, being \$300,000.00 (the "Principal Balance"), together with interest thereon at the rate of five and one-half (5.5%) per annum. The balance shall be paid in monthly installments of \$4,000.00 each inclusive of principal and interest at five and one-half (5.50%) percent, to commence December 10, 2019. An amortization schedule for the remainder balance is attached hereto as Exhibit "B";
- (d) Monthly payments of principal and interest (in arrears) of \$4,000.00 on the same day of each month thereafter. Each monthly payment shall be allocated first to interest at the applicable rate, and then to principal.

		-		
13-14-305-004-0000				REAL ESTATE TRANSFER TAX
_		<b>K</b>	and and	ANSFER TAX
20191101637116   0-039-606-624	TOTAL:	ILLINOIS:	COUNTY:	7 -
0-039-606-624	0.00	0.00	0.00	26-Nov-2019

Prepared by and after recording wait to:

Phillip Grossman 913 Fountain View Drive Deerfield, 1L 60015

REAL ESTATE TRA	08-Nov-2019	
	CHICAGO:	0.00
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	TOTAL:	0.00 *
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- (e) A final payment of all principal, accrued interest and all other sums that may be due and owning pursuant to this Agreement, shall be made on November 10, 2027, or on the next succeeding business day (hereinafter referred to as the "Final Closing Date"). Notwithstanding the foregoing. Purchaser shall have the option to extend the Final Closing Date for a period of six (6) additional months, by written notice thereof to Seller prior to the 12 month anniversary of the Initial Closing Date. This option is contingent on (1) Purchaser not being in default at the time notice is given; and (2) Purchaser shall make an additional monthly payment of principal and interest in the amount of \$50,000.00 on or before the 84th month anniversary of the Initial Closing Date.
- (f) Purchaser shall have the option to prepay the entire Principal. Balance or any portion thereof (provided that any such prepayment shall not be less than \$10,000.00, together with all accrued but unpaid interest thereon, at any time, without prepayment penalty.
  - direct deposit, check or in coin or currency which, at the time or times of payment, is legal tender for public and private debts in the United States of America and shall be made at such place as Seller may from time to time appoint in a payment invoice or otherwise in writing, and in the absence of such appointment, then to Seller at 4345 N. Mozart, #2, Chicago, Illinois 60618. Payment made by check shall be deemed paid on the date Seller receives such check provided, however, that if such check is subsequently returned to Seller unpaid due to insufficient funds or otherwise, the payment shall not be deemed to have been made and shall continue to bear interest until collected.
  - (h) Any prepayment on account of the indebtedness evidenced by this Agreement shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of interest or payment of principal due hereunder. Purchaser agrees not to send Seller payments marked "paid in full", "without recourse", or similar language. If Purchaser sends such a payment, Seller may accept it without waiving any of Seller's rights under this agreement, and Purchaser shall be obligated to pay any further amount owed to Seller. All written communications concerning disputed amounts, including any check or other payment instrument that indicates the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to Seller at Bank of American ABA Routing #121000358; CA#0097721296.
  - 2. <u>Possession</u>. Possession of the Premises shall be delivered to Purch(ser upon Initial Closing, subject to all existing leases and tenancies.
  - 3. <u>Conveyance of Premises</u>. Seller shall convey good and marketable, fee simple title in the Premises to Purchaser by recordable Warranty Deed at the time of the Final Closing. Title to the Premises shall be conveyed subject only to the Permitted Exceptions (as defined below).
  - 4. <u>Deed.</u> If the Purchaser shall first make all the payments and perform all die covenants and agreements in this Installment Agreement required to be made

and performed by Purchaser, at the time and in the manner set forth herein. Seller shall convey or cause to be conveyed to Purchaser, good title to the premises subject only to the following exceptions: (a) genera! real estate taxes nor yet due and payable; (b) building, building line and use and occupancy restrictions, conditions and covenants of record: (c) zoning laws and ordinances: (d) casements for public utilities, if any; (e) any liens, judgments or other encumbrances caused or created by Purchaser or persons claiming by, through, or under Purchaser; (f) any special governmental taxes and assessments, confirmed and unconfirmed, arising subsequent to the Initial Closing Date; (g) existing leases and tenancies; and (h) any encumbrances which are disclosed by a complete and accurate survey of the land collectively, the "Permitted Exceptions").

5 Closings, (a) Initial Closing shall occur on November 8, 2019, or such earlier date agreed to by the parties (the "Initial Closing Date"), at a mutually convenient office of Liberty Title & Escrow Company (the "Title Company"), or such other place agreed to between the parties. On or before the Initial Closing, the following items shall be deposited in escrow with the title company or other mutually agreeable escrowee (hereinafter referred to as the "Escrowee"), pursuant to a mutually agreed upon written escrow agreement:

#### A. Deposits by Seller:

- (g) an executed Warranty Deed in recordable form conveying fee simple title to the subject property to Purchaser and subject only to the Permitted Exceptions:
- (ii) a customary forn. Afridavit of Title covering the date of the Initial Closing:
- (iii) customary form of ALTA see ement, executed by Seller;
- (iv) water certification from the City of Chicago, stating that all water charges have been paid current to the date of Initial Closing;
- (v) City of Chicago building registration form, as required;
- (vi) An assignment of any and all tenant leases in effect on the Initial Closing Dale, together with letters to each tenant reflecting transfer of all security deposits: and
- (vii) all other documents reasonably requested by Purchaser to protect Purchaser's rights hereunder, including a customary form of gap undertaking and 1099 disclosure form;
- (viii) current plat of survey for the Improved Parcel and the Vacant Parcel.

#### B. Deposits by Purchaser:

- (i) customary form of ALTA statement executed by Purchaser;
- (ii) that sum of cash equal to the amount necessary for payment of the second installment of real estate taxes for the Premises plus that sum estimated for payment of the first half of 2019 real estate taxes (to be deducted from the deposit due under Section 1(b) above
- (iii) a certificate or certificates of insurance evidencing all insurance policies required by Section 13; and
- (iv) all other documents reasonably requested by Seller to protect Seller's rights hereunder.

At the Initial Closing, provided that all conditions contained herein have been satisfied Escrowee shall (i) hold the Warranty Deed from Seller and Quitclaim Deed in escrow until the Final Closing (and, if Purchaser fulfills all of Purchaser's obligations hereunder return the Quitclaim Deed to Purchaser at Final Closing); (ii) distribute the Affidavit of Title to Purchaser; and (iii) distribute all other documents to the appropriate parties.

- 6. Evidence of Condition of Title, (a) Prior to the Initial Closing Date, Seller shall obtain, at Seller's expense, a commitment by the Title Company for a contract purchaser's title insurance policy showing fee simple title in Seller subject only the Permitted Exceptions and to Seller's Existing Mortgage (defined below).
- (b) At the time of Final Closing, Seller shall furnish or cause to be furnished, at Purchaser's expense, a commitment for an owner's title insurance policy in the amount of the Purchase Price, insuring Purchaser's fee simple title interest in the Premises as of the date of Final Closing, subject only to the Permitted Exceptions.
- 7. Taxes and Charges; Escrow, (a) Subject to Subsection 5(b) above and 7(b) below, from and after the Initial Closing Date, it single be the Purchaser's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens assessments, utilities and all other charges levied or assessed or charged, on or after the Initial Closing Date, against the Premises or any part thereof or any improvements thereon, and to furnish Seller with the original or duplicate receipts therefore. Seller hereby agrees to furnish Purchaser with copies of any bills, charges, or assessments relating to the Premises, that are received by Seller and which are owed by Purchaser.
- (b) Notwithstanding die foregoing, Seller shall be solely responsible for payment of all real estate taxes against the property accruing prior to the Initial Closing Date. Purchaser shall pay the second installment real estate tax bills for 2019 and thereafter either directly or through the Title Company Escrow, and provide Purchaser with paid receipts therefore. Property taxes for 2019 shall be prorated between the parties upon Final Closing.

- 8. <u>Utilities</u>; <u>Prorations</u>, (a) Except with respect to utility charges currently being paid by tenants, Seller shall pay all utility charges to the date that possession of the Premises is delivered to Purchaser and shall cause final meter readings to be taken as of such date. Purchaser shall be solely responsible for all utility charges on the Premises from and after the Initial Closing Date.
- (b) At the Initial Closing. Purchaser shall credit to Seller a prorated portion of prepaid insurance premiums with respect to any insurance policies which Purchaser has expressly agreed to accept on assignment (or be added as an additional named insured) as of the Initial Closing
- (c) At Initial Closing, Seller shall credit Purchaser a prorated amount of real estate taxes not yet due and payable, for the period prior to the Initial Closing Date. Such ar ount shall be based on 105% of the most recent ascertainable full year properly tax oi!!
- (d) The water certification to be provided by Seller at the Initial Closing shall designate that all subsequent water charges be billed to the Purchaser.
- 9. Permitted Use: Non-Assignability. (a) Purchaser represents and warrants that it shall use the Premises as investment property and for no other uses or purposes, without the prior written consent of Seller, which Seller may withhold in its sole discretion. Purchaser shall obtain, at its sole cost and expense, all necessary permits, applications and licenses to operate its business in the City of Chicago, and furnish Seller with copies of the same upon Seller's request. In additional, Purchaser shall comply with all laws, rules and regulations pertaining to landlords and tenants, including without limitation all provisions of the Chicago Residential Landlord Tenant Ordinance.
- (b) Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or in the Premises (other than to residential tenants in the normal course of business), without Seller's express, prior written consent, which consent Seller may withhold in Seller's absolute discretion. Any such attempted transfer, assignment, lease or sublease in violation of this Agreement shall vest to right, title or interest herein, or in the Premises, in the attempted transferee, assigned, lessee or sublessee, and Seller may, at Seller's sole option, declare a default under this Agreement or declare this Agreement null and void, and exercise any and all remedies provided for in this Agreement.
- (c) From and after the Initial Closing Date, Purchaser shall not permit any person to occupy any portion of the Premises except pursuant to a written lease agreement of not less than six (6) months. Purchaser shall furnish Seller a copy of every such lease agreement within five days after execution thereof.
- 10. <u>Lien Claims</u>. Prior to the Final Closing, Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be recorded against the Premises which lien is not released from record (or bonded over or insured over to

the satisfaction of Seller) within thirty (30) days from the date that Purchaser receives actual notice thereof.

- 11. Purchaser's Default; Remedies, (a) If an Event of Default (as hereinafter defined) occurs after the Initial Closing and prior to Final Closing, Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided for at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire unpaid Principal Balance due and maintain an action for such amount; (iii) declare a forfeiture of the Purchaser's interest under this.
  Agreement and retain all sums paid as liquidated damages; and (iv) upon Purchaser's failure to surrender possession of the Premises, record the Quitclaim Deed from Purchaser to Seller, and maintain an action for possession under the Illinois Forcible Entry and Detainer law or any other applicable law.
  - (b) If default is based upon the failure to pay taxes, assessments, insurance, er jiens, Seller may elect to make such payments and add the amount to the Principal Belance due, which amounts shall become immediately due and payable by Purchasar to Seller, and shall bear interest at the rate of six percent (6%) per annum, until paid,
  - (c) Seller may impose and Purchaser agrees to pay a late charge of five percent (5%) of any sum due hereunder (including any sums due upon Final Closing) which Seller elects to accept after the date the sum was due.
    - (d) An "Event of Detailt" shall occur when:
    - (1) Purchaser fails to make any payment of principal or interest or payment of any other amount which is payable by Purchaser hereunder within seven (7) days after notice of such failure from Seller; or
    - (2) Purchaser fails to perform any other covenant or condition herein contained and such failure continues for a period of thirty (30) days after notice of failure from Seller which specifies such default.
  - (a) EXCEPT 12. CONDITION OF PREMISES: AS-IS. PROVIDED IN THE NEXT FOLLOWING SUBPARAGRAPH, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES OF THE IMPROVEMENTS, OR AS TO ANY ASPECT OF THE PREMICES. PURCHASER IS PURCHASING THE PREMISES AND IMPROVEMENTS, AND ALL PERSONAL PROPERTY CONTAINED THEREIN, "AS-IS" AND "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES THAT IN ENTERING INTO AGREEMENT, THIS SELLER MAKES WARRANTY OR REPRESENTATION WITH RESPECT TO THE PREMISES, THE IMPROVEMENTS OR ANY PORTION THEREOF, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT AS SPECIFICALLY PROVIDED ABOVE.
  - (b) Notwithstanding the above. Seller hereby warrants that no notice from any city, village or other governmental authority of a dwelling code violation which

existed in the dwelling structure before the execution of this Agreement has been received by Seller, its principals or agents within 10 years of the date of execution of this Agreement.

- 13. <u>Casualties: Insurance</u>, (a) Beginning on the Initial Closing Date and continuing until Final Closing, at Purchaser's cost Seller shall keep insured against loss or damage by fire or other casualty the Premises and all improvements now and hereafter erected on the Premises. Said insurance shall be kept with a company or companies reasonably acceptable to Purchaser, with coverage not less than \$450,000.00, for the benefit of the parties hereto and of any mortgagee or trustee, if any. as their interests may appear. Seller shall furnish to Purchaser all invoices for casualty insurance premiums on the Premises coming due for any period subsequent to the Juital Closing Date, and Purchaser shall pay the amounts due to Seller, or directly to the insurance provider. Purchaser shall be solely responsible for paying any insurance deductible for losses occurring subsequent to the Initial Closing Date.
- (b) In the case of loss or damage to the Premises whether before or after possession is delivered pursuant to this Agreement, any insurance proceeds to which either or both of the parties shall be entitled shall be applied as follows:
  - (1) in the event said insurance proceeds are sufficient, they shall be applied to fully reconstruct and restore the Premises to their condition immediately before such fire or other casualty; or
  - (2) in the even such insurance proceeds are not sufficient to fully reconstruct and restore the Premises, the proceeds of insurance shall be applied to the unpair. Principal Balance.
- (c) Beginning as of the Initial Closing Date. Purchaser shall procure and keep in full force and effect throughout the term of this Agreement:
  - (i) liability insurance with respect to the Premises and the uses which Purchaser may from time to time permit thereon. Such policy or policies shall (1) be written by a company or companies reasonably acceptable to Sel'er, and (2) provide single limit coverage for personal injury and property damage in an amount not less than \$1,000,000.00 per claim, and \$3,000,000.00 in the aggregate;
  - (ii) Workers' Compensation/Employer's Liability with statiotry coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee; and
  - (iii) Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Purchaser's personal property located in or on the Premises.
- (f) Seller shall be named as an additional insured party on all insurance policies required of Purchaser hereunder, and all policies shall provide for at least 30 days prior notice to Seller of any cancellation or discontinuance of such policy or policies.

- Indemnification. Purchaser shall and hereby does indemnify, defend and hold Seller, Seller's shareholders, directors, officers, employees, attorneys and agents, and their respective heirs, beneficiaries, successors, and assigns, harmless against and from any and all liabilities, claims, damages, causes of action, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees of counsel selected by Seller), of any kind for loss or damage to property of Purchaser or any other person, for any injury to, or death of, any person, and for any liability arising out of, or caused by, or resulting from: (a) Purchaser's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Purchaser to be done in, on or about the Premises; (b) any breach or default by Purchaser of any of Purchaser's obligations under this Agreement; or (c) any negligent or otherwise tortious act or omission of Purchaser, or Purchaser's agents, employees, invitees or contractors. As a material part of the consideration for Seller's execution of this Agreement, Purchaser hereby assumes all risk of damage or injury' to any person or property in, on or about the Premises from any cause from the date Purchaser receives possession.
- Allocation of Costs. Seller shall pay all premiums and expenses for the initial title search and contract purchaser's title insurance policy required hereunder, one-half of any closing or escrow fees for the initial Closing, and any transfer tax imposed by state and county law in connection with the transactions contemplated hereby. Purchase shall pay all premiums and expenses for the owners' title insurance policy and for an updated title search, one-half of any closing or escrow fees for the Initial Closing, and one-half of the escrow fees for Final Closing, the cost of any additional title endorsements or lender's policy, and the recording charge for recording the Warranty Deed. Municipal transfer taxes, if any, shall be paid by the party' designated in the applicable law.
- Recording. Without the prior watten consent of Seller, neither this Agreement nor any Memorandum of this Agreement shall be recorded, unless otherwise required by law.
- Notices. All notices required to be given under this Agreement shall be 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, her or their agents personally, by facsimile, or SOM CO by certified or registered mail.

If to Purchaser, notices shall be sent to:

Zion Investments Ltd. c/o Gary' R. Carlson 3706 West Montrose Chicago, IL 60618

With a copy to:

Phillip Grossman, Esq. 913 Fountain View Drive

Deerfield, IL 60015

If to Seller, notices shall be sent to:

4345 N. Mozart, #2 Chicago, Illinois 60618

With a copy to (or if to Escrowee to):

Karl Robertson 804 Octavia Niles, Illinois 60714

- 18. Time of Essence. Time is expressly made of the essence of this Agreement
- 19. <u>Purchaser's Interest</u>. No legal or equitable title to the Premises shall vest in Purchaser, unless and until Purchaser has fulfilled all of its obligations under this Agreement.
- 20. <u>Successors and A ssigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties nereto and their respective heirs, administrators, executors, legal representatives, successors and permitted transferees and assigns.
- 21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, express or implied, among the parties hereto with respect to the subject matter hereof,
- 22. Partial Invalidity. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions or if any portion of any provision or provisions in this Agreement is found by a court of law to be in violation of any applicable law, state or federal ordinance, statute, administrative or judicial decision or public policy, and if such court should declare such portion or provisions of this Agreement to be illegal, invalid, unlawful or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the greatest extent that they are logal, valid and enforceable, and that the remainder of this Agreement shall be construct as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein and that the rights, obligations and interest of the parties hereto under the remainder of this Agreement shall continue in full force and effect.
- 23. Governing Law. This Agreement shall be subject to, construed in accordance with and governed by the laws of the State of Illinois. In the event of a conflict of law between the State of Illinois and another State, the substantive law of Illinois shall govern.

- 24. <u>Premises To Be Kept in Good Condition: Seller's Access</u>, (a) Purchaser shall keep the Premises in good repair and condition, and shall make all necessary repairs, including, without limitation, all exterior walls and foundation, interior painting and decorating, window' glass, heating, ventilating and air conditioning equipment, plumbing and electrical systems and fixtures.
  - Placement of Collateral Protection Insurance. Unless Purchaser provides Seller with evidence of the insurance coverage required by this Agreement, Seller may purchase insurance at Purchaser's expense to protect Seller's interests. This insurance may, but need not, protect Purchaser's interests. The coverage that Seller purchases may not pay any claim that Purchaser makes or any claim that is made against Purchaser in connection with the collateral. Purchaser may later cancel any insurance purchased by Seller, but only after providing Scher with evidence that Purchaser has obtained insurance as required by this Agreement. If Seller purchases insurance that Purchaser is required to maintain under this Agreement, Purchaser shall be responsible for the costs of that insurance, including interest and any other charges Seller may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Purchaser's total ovistanding balance or obligation. The costs of the insurance may be more than the cost of insurance Purchaser may be able to obtain on its own.
- 26. <u>Waiver of Homestead</u>. In accordance with Illinois law, Purchaser hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 27. Mortgage. The Premises is not encumbered by any mortgage and will not be encumbered by any mortgage lien without the prior consent of the Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date set forth above.

SELLER

PURCHASER:

ZION INVESTMENTS, LTD,

DY CONTO TO CO

Its: RES WENT

JOSE ANTONIO LAVARO

1934725003 Page: 12 of 17

### **UNOFFICIAL COPY**

#### PERSONAL GUARANTY

The undersigned, being the sole shareholder and director of Zion Investments. Ltd. ("Purchaser"), acknowledges that he derives direct benefit from the Installment Agreement for Warranty Deed between Purchaser and JOSE ANTONIO LAVARO (the "Seller"), for property located at 3715 W. Montrose Avenue, Chicago, Illinois (the "Installment Agreement"), and hereby unconditionally guarantees the performance of each and every obligation of Purchaser under such Agreement. This y on any reme and guarant oe personally lia cement of this Gua. Guaranty is a guaranty of performance and not of collection. Seller shall not be obligated to pursue any remedy against Purchaser prior to pursuing any remedies against the indersigned guarantor hereunder. In addition to all other damages, the undersigned shall be personally liable for all reasonable attorneys' fees incurred by Seller in the er forcement of this Guaranty and/or the Installment Agreement.

#### **CERTIFICATION**

JOSE ANTONIO LAVARO, the Seller under the Installment Agreement for Purchase and Sale of 3715 W. Montrose Avenue, Chicago, Illinois, executed this Installment Agreement on . November 8, 2019 before me, a Notary Public.

Subscribed and sworn to before me this 8th day of November, 2019

Notary Public

OFFICIAL SEAL.
STEPHANIE FARAG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/19/21

ZION INVESTMENTS, LTD., an Illinois corperation by Gary R. Carlson, its duly elected President, as Purchaser under this Installment Agreement for Warranty Deed executed this instrument this 8th day of November, 2019.

Subscribed and sworn to before me this 8th day of November, 2019

Notary Public

OFFICIAL SEAL.
STEPHANIE FARAG
NOTARY PUBLIC - STATE OF ILLINOI
MY COMMISSION EXPIRES:09/19/21

1934725003 Page: 14 of 17

# **UNOFFICIAL COP**

#### LEGAL DESCRIPTION

#### EXHIBIT "A"

Lots 6 in Block 6 in W. B. Walker's Addition to Chicago, a subdivision in the Southwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

For informational purposes (2017: 3715 West Montrose Avenue, Chicago, IL, 60618

Tax Parcel # 13-14-305-004-0000

Of Coof County Clark's Office

#### EXHIBIT "B"

\$4,003.90 Monthly Payment \$368,359 Total of 92 Payments

\$68,359 Total Interest Paid Jun, 2027 Pay-off Date



Date	Interest	Principal	Balance
Nov, 2019	\$1,375	\$2,629	\$297,371
Dec, 2019	\$1,363	\$2,641	\$294,730
2019	2,738	\$5,270	\$294,730
Jan, 2020	51,351	\$2,653	\$292,077
Feb. 2020	\$1,359	\$2,665	\$289,412
Mar, 2020	\$1,326	\$2,677	\$286,734
Арг, 2020	\$1,314	\$2,690	\$284,045
May, 2020	\$1,302	\$2,702	\$281,343
Jun, 2020	\$1,289	\$2,714	\$278,628
Jul, 2020	\$1,277	\$2,727	\$275,901
Aug, 2020	\$1,265	\$2,739	\$273,162
Sep, 2020	\$1,252	\$2,752	\$270,410
Oct, 2020	\$1,239	\$2,765	\$267,646
Nov. 2020	, \$1,227	\$2,777	\$264,868
Dec, 2020	\$1,214	\$2,790	\$262,079
2020	\$15,395	\$32,652	\$262,079 \$259,276
Jan, 2021	\$1,201	\$2,803	\$259,276
Feb, 2021	\$1,188	\$2,816	\$256,460
Mar, 2021	\$1,175	\$2,828	\$25?,632
Apr, 2021	\$1,162	\$2,841	\$250.790
May, 2021	\$1.149	\$2,854	\$247,93
Jun, 2021	\$1,136	\$2,868	\$245,068
Jul, 2021	\$1,123	\$2.881	\$242,188
Aug, 2021	\$1,110	\$2,894	\$239,294
Sep. 2021	\$1,097	\$2,907	\$236,387
Oct, 2021	\$1,083	\$2,920	\$233,466
Nov. 2021	\$1,070	\$2,934	: \$230,532
Dec, 2021	\$1.057	\$2,947	\$227,585
2021	\$13,553	\$34,493	\$227,585
Jan, 2022	\$1,043	\$2,961	\$224,624
Feb, 2022	\$1,030	\$2,974	\$221,650
Mar, 2022	\$1,016	\$2,988	\$218,662
Apr. 2022	\$1,002	\$3,002	\$215,660
May, 2022	\$988	\$3,015	\$212,645

Amortization Calc	UNOF	\$ 30,001 Am 92 Fm	n
Jul, 2022	\$961	\$3,043	\$206,572
Aug, 2022	\$947	\$3,057	\$203,515
Sep, 2022 •	- \$933	\$3,071	\$200,444
Oct, 2022	\$919	\$3,085	\$197,359
Nov. 2022	\$905	\$3,099	\$194,260
Dec, 2022	' \$8 <del>9</del> 0	\$3,114	\$191,146
2022	\$11,608	\$36,439	\$191,146
Jan, 2023	\$876	\$3,128	\$188,018
Feb, 2023 •	\$862	\$3,142	\$184,876
Mar, 2023	\$847	\$3,157	- \$181,720
Apr, 2023	\$833	\$3,171	\$178,549
May. 2023	\$818	\$3,186	\$175,363
Jun, 2023	\$804	\$3,200	\$172,163
Jul, 2023	5789	\$3,215	\$168,948
Aug, 2023	\$774	\$3,230	\$165,718
Sep. 2023	\$760	\$3,244	. \$162,474
	\$745	\$3,259	\$159,215
Oct, 2023	The state of the second control of the	\$3,274	The second secon
Nov, 2023	\$730	The state of the s	\$155,941
Dec. 2023	\$715	\$3,289	\$152,652
2023	\$9,552	\$38,495	\$152,652
Jan, 2024	\$700	\$1,304	\$149,347
Feb, 2024	<b>\$685</b>	\$5,3 9	\$146,028
Mar, 2024	\$669	\$3,315	\$142,693
Apr, 2024	\$654	\$3,350	`\$139,343 
May, 2024	\$639	\$3,365	\$135,978
Jun, 2024	\$623	\$3,381	\$132,597 \$129,201
Jul, 2024	\$608	\$3,396	\$129,201
Aug, 2024	\$592	\$3,412	\$125,790
Sep, 2024	\$577	\$3,427	\$122,362
Oct, 2024	\$561	\$3,443	. \$11 3.019
Nov, 2024	\$545	\$3,459	\$115,460
Dec. 2024	\$529	\$3,475	\$111,985
2024	\$7,381	\$40,666	\$111,986
Jan, 2025	\$513	\$3,491	\$108,495
Feb, 2025	\$497	\$3,507	\$104,988
Mar, 2025	\$481	\$3,523	\$101,466
Apr, 2025	\$465	\$3,539	\$97,927
. ` . May, 2025	\$449	. i \$3,555	\$94,372
Jun, 2025	\$433	\$3,571	\$90,800
Jul, 2025	\$416	\$3,588	\$87,213
Aug, 2025	\$400	\$3,604	\$83,608
		\$3,621	•
Sep, 2025	\$383	and an arrangement and the second of the second	\$79,988
Oct, 2025	\$367	\$3,637	\$76,350
Nov, 2025	\$350	\$3,654	\$72,696
Dec, 2025	\$333	\$3,671	\$69,026

2027

Amortization Calc	UNOF	3 30,000 Am 92 m	7 5.10 Nov ▼ 2011 ▼ Calculate
Jan, 2026	\$316	\$3,688	\$65,338
Feb, 2026	\$29 <b>9</b>	\$3,704	\$61,634
Mar, 2026 •	\$282	\$3,721	: \$57,912
Apr, 2026	\$265	\$3,738	\$54,174
May, 2026 .	\$248	\$3,756	\$50,418
Jun, 2026	\$231	\$3,773	\$46,646
Jul, 2026	\$214	\$3,790	\$42,855
Aug, 2026	\$196	\$3,807	\$39,048
Sep. 2026 •	\$179	\$3,825	\$35,223
Oct, 2026	\$161	\$3,842	¹ \$31,381
Nov, 2026	\$144	\$3,860	\$27,520
Dec. 2026	\$126	\$3,878	\$23,643
2026	\$2,664	\$45,383	\$23,643
Jan, 2027	3108	\$3,896	\$19,747
Feb, 2027	\$91	\$3,913	\$15,834
Mar, 2027	\$75	\$3,931	\$11,902
Apr, 2027	\$55	\$3,949	\$7,953
May, 2027	\$36	\$3,967	\$3,986 *
Jun, 2027	\$18	\$3,986	\$0

<sup>\*</sup> ON JUNE, 2027 PAYMENT THE SUM OF \$300 OF SHALL BE ADDED TO BALANCE OUT \$4,000.00 PAYMENT RATHER THAN \$4,003.90.