2119729022

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

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 07/16/2021 01:54 PM PG: 1 OF 15

ARTICLES OF AGREEMENT FOR DEED DATED DECEMBER 1, 1999
BETWEEN JOSEPH BROSSZAU AND COMPOSTING CORPORATION
OF AMERICA FOR THE PROPERTY LOCATED AT 20925 S. TORRENCE
AVENUE, FORD HEIGHTS, IL 60/11 (PIN 33-18-303-002-0000)

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UNOFFICIAL COPY

ARTICLES OF AGREEMENT FOR DEED

1. **BUYER AND SELLER:**

A. Joseph Brosseau, 2739 Glenwood Dyer Road, Glenwood, Illinois 60411 (the "Buyer") agrees to purchase, and Composting Corporation of America, 2061 East 14th Street, Ford Heights, Illinois 60411, (the "Seller") agree to sell to Buyer at the purchase price of \$75,000, the property commonly known as 20925 South Torrence Avenue, Ford Heights, Illinois 60411 and legally described as follows:

The South 1/2 of the South 20 acres of the West 80.72 acres of the Scathwest 1/4 of Section 18, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (the "premises")

Permanent Ladex No. 33-18-303-002

together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener; existing storm and screen windows and doors; attached shutters, shelving, fireplace screen; roof or attic T.V. antenna; all planted vegetation. All of the foregoing items shall be left on the premises 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 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 (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises, subject only to the following "permitted exceptions, 11 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;
- 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 at the above address or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of 8.25% per annum, all payable in the manner following to wit:

- A. Buyer has paid \$0 as earnest money to be applied on the purchase price.
- B. At the time of the initial closing, the additional sum of \$7,500 as is hereinafter provided;
- C. The balance of the purchase price, to wit: \$67,500 to be paid in 35 equal monthly installments of \$654.84 each, commencing on the 1st day of March, 2000 and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments") as set forth on the attached amortization schedule;
- D. The final payment of \$60,392.16 shall be due on the 1st day of February, 2003,
- E. 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 to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price; and
- F. Buyer has the right to prepay the amount due at any time and require final closing within 30 days after giving notice of intention to prepay the balance due.

4. **CLOSINGS**:

The "initial closing" shall occur on February 1, 2000, (or on the date, if any, to which said date is extended by reason of subparagraph 8(B) at the offices of the attorney representing the Seller. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. **POSSESSION AND LEASES:**

Possession shall be granted to Buyer at 12:01 A.M. on the day of the initial closing provided that the full down 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 otherwise not in default hereunder.

6. **PRIOR MORTGAGES:**

A. Seller reserves the right to keep or place a mortgage ("prior mortgage") against the title to the premises, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to

the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises 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 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, if any, given to Buyer under this Agreement;

- B. Seller shall from time to time, but not less frequently than once each year and entime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage; and
- C. In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. **SURVEY:**

Seller has provided a copy of a plat of solvey dated January 8, 1992 prepared by Robert A. Nowicki & Associates, Ltd. for the premises. Seller represents that no changes or improvements have been made on the premises since the date of that survey.

8. TITLE:

- A. At least 5 business days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense 3 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 mortgages permitted in Paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing; and (5) acts done or suffered by or 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 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 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 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 the 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 forfeited by the Buyer; and
- E. Buyer's taking pessession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under Paragraph 8(A) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. **AFFIDAVIT OF TITLE:**

Seller shall furnish to Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in Paragraph 2, prior mortgages permitted in Paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in Paragraph 8. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Sectement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. OWNERSHIP BY SELLER:

Seller hereby represents that it is the sole owner of the premises and has the legal right to convey.

11. **PRORATIONS**:

Seller shall be responsible for payment of the 1999 real estate taxes and the 2000 real estate taxes prorated to the date of the initial closing. No proration credit shall be given at the initial closing. Buyer shall be responsible for all real estate taxes thereafter.

12. ESCROW CLOSING:

At the election of Seller or Buyer, upon notice to the other party not less than 5 days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary runney lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

- A. Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority or a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement;
- B. Seller agrees to leave the premises in the same condition as present. 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 mitial closing.

14. **BUYER TO MAINTAIN:**

Buyer shall keep the improvements on premises and the grands in 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 repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so

much additional purchase price for the premises, the expenses of the Seller in making said repairs and 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 premises 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 from and after the time specified in Paragraph 5 for possession keep insured against less or damage by fire or other casualty, the improvements now and hereafter exected on premises with a company, or companies, reasonably acceptable to Seller 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 the purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due;
- B. In the case of loss 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 or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES:

It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, 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.

18. FUNDS FOR TAXES AND CHARGES:

The Seller being solely liable for all of the tax liability incurred the calendar year 1999 and due and payable during the calendar year 2000, as well as for tax liability incurred during the year 2000 to the date of the initial closing, due and payable at the time of the first installment of the year 2001, with no provision for tax proration contained herein, no tax escrow shall be required of the Buyer until December 1, 2000 at which time he shall include with his monthly payment an amount equal to one-half of the 1999 taxes paid provided evidence of such shall have been submitted to him of the amount of such by November 15, 2000. Thereafter, commencing with the payment due February 1, 2001 buyer shall include an amount equal to one-twelfth of the annual tax liability. Failure to make deposits shall be considered a breach of this Agreement. Evidence of the amount of tax liability together with proof of payment shall be delivered to Buyer upon payment each year and the monthly deposit shall be adjusted as required to comply with deposit provisions.

Any funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes and assessments. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

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

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

19. BUYER'S INTEREST:

- A. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer; and
- 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 theretofore or for any part thereof.

20. LIENS:

- A. Byver shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller; and
- 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.

21. **PERFORMANCE:**

- A. If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within 10 days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within 30 days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for such amount; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act;
- 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, 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 exceed five (5%) percent of any sum due hereunder which Seller elects to accept after the date the sum was due; and
- E. Anything contained in subparagraphs A through D to the contrary notwithstanding, this Agreement shall not be forfeited if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. **DEFAULT, FEES.**

- A. Buyer shall pay all reasonable attorney's fees and costs incurred by the Seller in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party; and
- 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.

23. **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 mail, return receipt requested, to the parties addressed if to Seller at the address shown in Paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. **ABANDONMENT:**

Fifteen days' 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 any 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 resell the premises outright 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.

25. SELLER'S ACCESS:

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

26. CALCULATION OF INTEREST.

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

27. ASSIGNMENT:

The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or treach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING:

Buyer shall be entitled to delivery of the Deed of conveyance aforesaid, Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due

hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer 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's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the canceled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the canceled 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 shall pay the amount of any stamo 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 other vise provided in the local ordinance.

29. TITLE IN TRUST:

Not applicable.

30. **RECORDING:**

C/OUNTY C/O The parties may record this Agreement or a incomorandum thereof at Buyer's expense.

RIDERS: 31.

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

CAPTIONS AND PRONOUNS: 32.

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.

33. **PROVISIONS SEVERABLE:**

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

34. BINDING ON HEIRS, TIME OF ESSENCE:

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

35. JOINT AND SEVERAL OBLIGATIONS:

The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement scall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-infact to do or perform any act or agreement with respect to this Agreement or the premises.

36. 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 *,1999; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

37. **REAL ESTATE BROKER:**

Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this Act day of December, 1999.

SELLER:

Leslie E. Clarke President

Vincent Cainkar, Secretary

BUYER:

Joseph Brosseau

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Amortization Schedule

Loan or Annuity Variables:

Start Date:	Feb 1, 2000	End Date:	Feb 1, 2003
Start Payment:	Feb 1, 2000	No. of Payments:	36
Start Interest:	Feb 1, 2000	Interest Rate:	8.250%
Payment Freq.:	Monthly	Initial Principal:	\$67500.00
Compound Freq.:	Monthly	Payment Amount:	\$654.84
Days in Mo./Yr.:	30 / 360	Balloon:	\$59737.31
Payment Mode.	In Arrears	Amortization Method:	Simple Int.

No.		Dat	e	Payment Amount		Interest Rate/Yr.	Principal	Balance
	Feb	1,	2000	0.00	0.00	0.000	0.00	67500.00
1	Mar	1,	2000	654.84	464.06	8.250	190.78	67309.22
2	Apr	1,	2000	654.84	462.75	8.250	192.09	67117.12
3	May	1,	2000	654.84	461.43	8.250	193.41	66923.71
4	Jun	1,	2000	654.84	460.10	8.250	194.74	66728.97
5	Jul	1,	2000	654.84	.458.76	8.250	196.08	66532.88
6	Aug	1,	2000	654.84	457.41	8.250	197.43	66335.45
7	Sep	1,	2000	654.84	456.05		198.79	66136.66
8	Oct	1,	2000	654.84	454.69		200.16	65936.51
9	Nov	1,	2000	654.84	453.31	8.250	201.53	65734.98
10	Dec	1,	2000	654.84	451.93	3.250	202.92	65532.06
11	Jan	1,	2001	654.84	450.53	8.250	204.31	65327.75
12	Feb	1,	2001	654.84	449.13	8.250	205.72	65122.03
13	Mar	1,	2001	654.84	447.71	8.250	207.13	64914.90
14	Apr	1,	2001	654.84	446.29	8.250	208.55	64706.35
	May	1,	2001	654.84	444.86	8.250	209.99	64496.36
	Jun	1,	2001	654.84	443.41	8.250	211.13	64284.92
17	Jul	1,	2001	654.84	441.96	8.250	212.83	64072.04
18	Aug	1,	2001	654.84	440.50	8.250	214.35	63857.69
19	Sep	1,	2001	654.84	439.02	8.250	215.82	63641.87
	Oct	1,	2001	654.84	437.54	8.250	217.31	63424.56
21	Nov	1,	2001	654.84	436.04	8.250	218.80	63205.76
22	Dec	1,	2001	654.84	434.54	8.250	220.31	62985.45
23	Jan	1,	2002	654.84	433.02	8.250	221.82	62763.63
24	Feb	1,	2002	654.84	431.50	8.250	223.34	62540.29
25	Mar	1,	2002	654.84	429.96	8.250	224.88	62315.41
26	Apr	1,	2002	654.84	428.42	8.250	226.43	62088.98
	May	1,	2002	654.84	426.86	8.250	227.98	61861.00
	Jun	1,	2002	654.84	425.29	8.250	229.55	61631.45
	Jul	1,	2002	654.84	423.72	8.250	231.13	61400.32
	Aug	1,	2002	654.84	422.13	8.250	232.72	61167.60

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UNOFFICIAL COPY Payment Interest Interest

				Payment	Interest	Interest		
No.		Date	9	Amount	Amount	Rate/Yr.	Principal	Balance
31	Sep	1,	2002	654.84	420.53	8.250	234.32	60933.28
32	Oct	1,	2002	654.84	418.92	8.250	235.93	60697.36
33	Nov	1,	2002	654.84	417.29	8.250	237.55	60459.81
34	Dec	1,	2002	654.84	415.66	8.250	239.18	60220.62
35	Jan	1,	2003	654.84	414.02	8.250	240.83	59979.79
	Feb	•	2003	60392.16	412.36	8.250	59979.79	0.00