

FORM NO. 315 TRUSTEE'S DEED (ILLINOIS)

April, 1980

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LEGAL FORMS

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

1000 AGREEMENT, made this 6th day of February, 1984, between The FIRST NATIONAL BANK OF ELGIN, not individually but as Trustee under Trust Agreement dated May 19, 1983, and known as Trust No. 4249, and THEO E. HEISE and GEORGEANN HEISE, as Beneficiaries thereof, Seller, and PATRICK MILES WILHARM and PAMELA KAY WILHARM, his wife, as joint tenants, Purchaser.

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenant and agrees to convey to Purchaser in fee simple by Seller's stamped recordable Trustee's Deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois, described as follows:

Lot 48 in Bent Tree Village, being a subdivision of part of the East 1/2 of the West 1/2 of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, 2300

COMMONLY KNOWN AS: 1085 Blackhawk Drive Elgin, Illinois 60120

006-07-123-026 and Seller further agrees to furnish to Purchaser on or before February 15, 1984, at Seller's expense, the following evidence of title to the premises: (1) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Mr. Theo. E. Heise, 450 Shepard Drive, Unit #4, Elgin, Illinois 60120,

the price of SIXTY-NINE THOUSAND (\$69,000.00) Dollars in the manner following, to-wit: SEE PARAGRAPH 23 of the RIDER attached for Schedule of Payments.

with interest at the rate of _____ per cent per annum payable on the whole but not in advance. Possession of the premises shall be delivered to Purchaser on February 15, 1984

provided that Purchaser is not then in default under this agreement.

General taxes for the year 1983 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1983 and subsequent years; (b) all easements, rights and interests in or to the premises; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and other matters appearing on the records; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, high ways streets and alleys, if any; SEE PARAGRAPH 22 OF RIDER attached for Additional Title Exceptions.

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12 per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by either party, and no notice of any extension, change, modification or amendment, made or claimed by either party, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller, in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

*Strike out all but one of the clauses (a), (h) and (c).

RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED, DATED FEBRUARY 6, 1984, BETWEEN THE FIRST NATIONAL BANK OF ELGIN, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1983, AND KNOWN AS TRUST NUMBER 4249, AND THEO. E. HEISE AND GEORGE-ANN HEISE, AS BENEFICIARIES THEREOF, SELLER, AND PATRICK MILES WILHARM AND PAMELA KAY WILHARM, HIS WIFE, AS JOINT TENANTS, PURCHASERS.

2. ADDITIONAL TITLE EXCEPTIONS -- The Commitment for Title Insurance to be furnished by Seller, at Seller's sole expense, as herein provided, shall be subject to the title exceptions set forth in paragraph 2 of the within Agreement, plus the following additional Title Exceptions:

- (i) terms and provisions of Ordinance No. 354 annexing the property to the Sanitary District of Elgin, recorded August 31, 1978, as Document 24609206; and
- (ii) terms and provisions of Resolution authorizing an Annexation Agreement between the City of Elgin and Fred F. Klatt and Martha M. Klatt and Theo. E. Heise, dated June 28, 1978, and recorded November 20, 1978, as Document 24728886; and
- (iii) building line, as disclosed by the Plat of Bent Tree Village, recorded November 20, 1978, as Document 24728887 over the Northwest 25 feet of land.

23. SCHEDULE OF PAYMENTS -- The purchase price in the amount of SIXTY-NINE THOUSAND (\$69,000.00) DOLLARS shall be paid by Purchaser to Seller in accordance with the following schedule:

- (a) FIVE HUNDRED (\$500.00) DOLLARS earnest money heretofore paid to LES PACR BUILDERS, receipt of which is hereby acknowledged.
- (b) The additional sum of TWO THOUSAND NINE HUNDRED FIFTY (\$2,950.00) DOLLARS on account of principal, shall be paid at time of execution of this Agreement, plus one (1%) percent of the balance of the purchase price, or SIX HUNDRED FIFTY-FIVE AND 50/100 (\$655.50) DOLLARS, as a closing or origination fee.
- (c) The balance of the purchase price, in the amount of SIXTY-FIVE THOUSAND FIVE HUNDRED FIFTY (\$65,550.00) DOLLARS, shall be payable in equal monthly installments amortized over a period of thirty (30) years, including interest at eleven (11%) percent, or SIX HUNDRED TWENTY-FOUR AND 27/100 (\$624.27) DOLLARS

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PREPARED BY:
WARREN E. CARBARY
ATTORNEY AT LAW
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mail to

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each, including interest as aforesaid, payable for a period of one (1) year. Said monthly installment payments shall commence on March 15, 1984, and a like payment shall be made on the 15th day of each and every month thereafter, through and including February 15, 1985.

(d) At the end of one (1) year, the then principal balance remaining due hereunder, shall be re-amortized over twenty-nine (29) years, including interest at eleven and one-half (11-1/2%) percent per annum, and the monthly payments hereunder, as so re-amortized, shall resume at such new amount commencing on March 15, 1985, and a like payment shall be made on the 15th day of each month thereafter, through and including February 15, 1986.

(e) At the end of two (2) years, the then principal balance remaining due hereunder, shall be re-amortized over twenty-eight (28) years, including interest at twelve (12%) percent per annum, and the monthly payments hereunder, as so re-amortized, shall resume at such new amount commencing on March 15, 1986, and a like payment shall be made on the 15th day of each month thereafter, through and including February 15, 1987.

(f) At the end of three (3) years, the then principal balance remaining due hereunder, shall be re-amortized over twenty-seven (27) years, including interest at twelve and one-half (12-1/2%) percent per annum, and the monthly payments hereunder, as so re-amortized, shall resume at such new amount commencing on March 15, 1987, and a like payment shall be made on the 15th day of each month thereafter, through and including February 15, 1988.

(g) At the end of four (4) years, the then principal balance remaining due hereunder, shall be re-amortized over twenty-six (26) years, including interest at thirteen (13%) percent per annum, and the monthly payments hereunder, as so re-amortized, shall resume at such new amount commencing on March 15, 1988, and a like payment shall be made on the 15th day of each month

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thereafter, through and including February 15, 1999.

(h) The principal balance remaining due hereunder after fifteen (15) years' monthly installment payments, as hereinabove provided, shall be due and payable in full, plus accrued interest, on or before February 15, 1999.

Property of Cook County Clerk's Office

24. PRE-PAYMENT PRIVILEGE -- Purchaser shall have the right and privilege to pre pay on account of the principal balance from time to time due hereunder, at any time, in any amount, without notice, premium or penalty.

25. MANNER AND PLACE OF PAYMENT -- Purchaser agrees to pay all payments due and payable hereunder, to Theo. E. Heise, 450 Shepard Drive, Unit #4, Elgin, Illinois 60120. Seller will cause The First National Bank of Elgin, as Trustee, as aforesaid, to issue its proceeds letter in writing, to Purchaser at closing that all payments hereunder shall be made in the manner and at the place aforesaid.

26. CLOSING -- Closing of this Agreement shall be on or before February 15, 1984.

27. BROKER'S COMMISSION -- Each of the parties hereto represent unto the other that no realtor is entitled to a real estate broker's commission on account of this sale.

28. FUTURE CONTINUATIONS OF TITLE -- Any further continuation of title, after the initial Commitment for Title Insurance furnished by Seller, as herein provided, shall be at the expense of Purchaser, except as to such matters or things which may have been caused to be placed of record by Seller.

29. CONDITION -- It is understood and agreed between the parties hereto, that possession of the within described real estate and improvements thereon, shall be delivered to Purchaser in their "as is" condition,

without any liability on the part of the Seller to make any repairs, re-

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placements, alterations or otherwise whatsoever, and Purchaser acknowledges that they have inspected such premises and improvements, know the contents hereof and will accept the same in their "as is" condition.

30. PERSONAL PROPERTY -- No personal property unattached to the premises are included in this sale.

31. REAL ESTATE TAXES -- Real estate taxes assessed against the within described premises for the years 1983 and 1984, based upon the 1983 real estate taxes provided said 1983 tax bill is based upon a fully improved lot and completed house, shall be prorated between the parties hereto as of the date of delivery of possession, when the real estate tax bills issue in 1984. Seller will pay its proportionate share of said 1983 and 1984 real estate taxes for that period from January 1, 1983 to date of delivery of possession. Purchaser will pay their proportionate share of said taxes for the period from date of delivery of possession to December 31, 1984 and all subsequent years' real estate taxes assessed against said premises during the term of this Agreement, into a tax and insurance escrow fund as hereinafter provided. Seller represents and warrants that it has paid all back taxes under the dual valuation provisions of the Revenue Act of the State of Illinois, as amended, and agrees to protect, save, hold harmless and indemnify Purchaser from any liability whatsoever on account thereof.

32. DAMAGE OR DESTRUCTION PRIOR TO CLOSING -- If, prior to closing, the improvements or any of them on the within described premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void, or Purchaser may elect to accept the insurance proceeds therefor and continue to complete this Agreement as herein provided.

33. DAMAGE OR DESTRUCTION DURING THE TERM OF THIS AGREEMENT -- In the event of damage or destruction to the improvements on the premises during the term of this Agreement, the following shall apply:

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(a) If the insurance proceeds payable on account of such damage or destruction are sufficient to do so, the insurance proceeds shall be applied to the restoration, rebuilding or repair of the improvements on the premises to the condition which existed prior to such damage or destruction, and any surplus of insurance proceeds remaining after payment for such restoration, rebuilding or repair shall be applied to reduce the unpaid balance of the purchase price;

(b) If the insurance proceeds are not sufficient to so restore, rebuild or repair the improvements on the premises, but if Purchaser deposits in an appropriate escrow fund an amount which, with the insurance proceeds, is sufficient so to do, then the aggregate of the insurance proceeds and the amount so deposited by Purchaser shall be used for such restoration, rebuilding or repair of the improvements; or

(c) If the insurance proceeds are not sufficient to so restore, rebuild or repair the improvements on the premises, and the Purchaser does not so deposit in such escrow fund the amount referred to in the preceding paragraph (b) within thirty (30) days after written request thereof by Seller, the Seller, at Seller's option, may

(i) Apply all or part of the insurance proceeds in partial restoration, rebuilding or repair of the improvements on the premises or personal property, which partial restoration, rebuilding or repair of the improvements shall be done by Seller in any manner Seller so desires, or

(ii) Apply that part of the insurance proceeds not applied pursuant to the foregoing clause (i) to reduce the unpaid balance of the purchase price.

34. SELLER AND SELLER'S BENEFICIARIES REPRESENTATIONS AND WARRANTIES -- Seller and Seller's beneficiaries hereby represent and warrant and agree as follows:

(a) That THE FIRST NATIONAL BANK, as Trustee under Trust Number 4249, is the title holder of record of the within described real estate and has authority to enter into this contract;

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- (b) That the condition of title is as herein set forth;
- (c) That there is no mortgage or other encumbrance presently outstanding against said real estate;
- (d) That said real estate is annexed to the City of Elgin, Illinois;
- (e) That the subject real estate is presently zoned R2 Single Family Residence District, as said zoning classification is defined in the City of Elgin Zoning Ordinances;
- (f) That said real estate is now annexed to the Elgin Sanitary District with annexation fees paid in full; that city water, sanitary sewer, gas and electric utilities and dedicated streets are now available to the subject property; and
- (g) That all subdivision improvements, including streets, curbs, gutters, storm sewer, sanitary sewer, street lights, city water, gas, and electricity as required by the City of Elgin, are installed and are fully paid so that there will be no liens or special assessments against the within described lot for any of such improvements, and Seller hereby indemnifies Purchasers from any liability on account thereof.

Purchasers have the right to waive any representation and warranty herein made by Seller which may prove to be erroneous or defective or deemed to be of no consequence to Purchasers.

35. PURCHASERS' REPRESENTATIONS AND WARRANTIES -- Purchasers herewith represent, warrant and agree as follows:

- (a) That they will comply with all City of Elgin Building and Zoning Ordinances pertaining to R2 Single Family Residence District, including surface water drainage; and
- (b) That there are no judgments or liens now outstanding against Purchasers which could attach as liens against the subject premises, there are now no threatened or pending bankruptcy proceedings by or against Purchasers.

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Seller has the right to waive any representation or warranty herein made by Purchasers which may prove to be erroneous or defective or deemed to be of no consequence to Seller.

36. ASSIGNMENT -- Purchasers agree that they will not assign any of their right, title, interest or equity in or to the above-described lot or any portion thereof under this Agreement, without first obtaining the written consent of Seller so to do, and Seller agrees that such consent shall not be unreasonably withheld.

37. SURVEY -- Prior to closing, Seller shall furnish a Survey by a licensed land surveyor showing the location of the buildings thereon to be within the lot lines and showing no encroachment of buildings from adjoining properties.

38. LIABILITY INSURANCE -- Insurance required to be carried and maintained by Purchasers upon the improvements located on the above-described premises as herein provided, shall also include public liability insurance against loss, damage or injury occurring in or about said premises, in limits of not less than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for each incident, naming the Seller herein as named or additional insured thereon, and Purchasers agree to furnish Seller with receipts showing payment of premium therefor and a copy of each renewal thereof. Any such insurance required to be carried and maintained by Purchasers hereunder, shall not be cancellable except upon ten (10) days' prior written notice to Seller.

39. TAX AND INSURANCE ESCROW -- In addition to the aforesaid monthly payments required hereunder on principal and interest, Purchasers agree to pay on each monthly payment date an additional amount equal to 1/12th of the annual real estate taxes and assessments levied against said premises and 1/12th of the current insurance premiums, and said payments for taxes and insurance to be estimated from time to time by Seller. Said payments for such purposes shall be held by Theo. E. Heise without interest

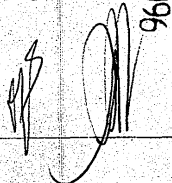
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to Purchasers. As real estate taxes and assessments and insurance premiums become due and payable, Seller is authorized to use such money for the purposes of paying such taxes or assessments and insurance premiums. If such monies paid pursuant to this paragraph are insufficient for such purposes, Purchasers agree to pay to Seller the difference on demand. If Purchasers neglect or fail to make the monthly payments for real estate taxes and assessments and insurance premiums as herein provided, Seller, at his option, may make advances for the same, and the amounts so advanced shall be added to the unpaid principal balance due under this contract, and such advances shall bear interest at the rate of twelve (12%) percent per annum. At the present time the monthly payment of real estate taxes under this paragraph is estimated at SEVENTY-FIVE (\$75.00) DOLLARS and the monthly payment for insurance premiums are estimated at TEN AND 84/100 (\$10.84) DOLLARS.

40. CREDIT REPORT AND WAGE VERIFICATION -- Prior to closing, Purchasers agree to furnish to Seller satisfactory credit report and wage and employment verification.

41. NOTICE OF DEFAULT AND GRACE PERIOD -- Anything herein provided to the contrary notwithstanding, Seller agrees to give Purchaser ten (10) days notice in writing of any default in case of failure on the part of Purchasers to make any of the payments, or any portion thereof, as herein provided, and thirty (30) days notice in writing of any default in case of failure on the part of Purchasers to perform any of the Purchasers' covenants and agreements herein contained, and Purchasers shall not be considered to be in default under the terms of this Agreement unless Purchasers have not cured any such default within such periods of time. Thereafter, Seller may proceed to exercise any of the remedies herein provided or otherwise available to it by law. Monthly payments received by Seller within ten (10) days after the due date thereof, shall not be deemed a default on the part of Purchaser, except, however, in the event payment is not made by Purchaser within said ten (10) days, Purchaser agrees to

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pay a late charge of five (5%) percent of the monthly payment then due.

42. RECORDING -- This Agreement may be recorded by Purchaser, at Purchaser's expense, or Purchaser may cause to be recorded an appropriate Memorandum in writing, showing their interest hereunder as contract purchasers, executed by Seller and Purchaser.

43. NOTICES -- All notices and other communications herein required or which either party desires to give to the other, shall be in writing and sent by certified or registered mail, postage prepaid, and return receipt requested, and shall be mailed as follows:

IF TO PURCHASER: Mr. & Mrs. Patrick Wilharm
1085 Blackhawk Drive
Elgin, Illinois 60120

WITH A COPY TO: Mr. Richard I. Marblestone
Attorney at Law
107 Larkin Avenue
Elgin, Illinois 60120

IF TO SELLER: Mr. Theo. E. Heise
450 Shepard Drive, Unit #4
Elgin, Illinois 60120

WITH A COPY TO: Mr. Warren E. Carbary
Attorney at Law
1815 Grandstand Place
Elgin, Illinois 60120

Any notice or other communication given in accordance with this paragraph, shall be deemed received on the date it is actually received or on the date (3) days after it is deposited in the mail, whichever occurs sooner.

44. TIME OF PERFORMANCE -- Time is of the essence of this Agreement.

45. SUCCESSORS -- This Agreement shall inure to the benefit of and be binding upon each of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

46. CAPTIONS -- The paragraph headings used herein are for convenience only and in no way are intended to define or limit the substantive provisions of this Agreement.

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47. USE OF NEUTER GENDER AND SINGULAR -- The use of the neuter gender herein is deemed to mean and include the neuter, the masculine and/or feminine as the context may require, and the use of the singular herein shall be deemed to be and include the singular and/or the plural as the context may require.

48. FINANCING AND SUBORDINATION -- Seller shall have the right to place a real estate mortgage on the property which is the subject matter of this Agreement, during the term of this Agreement or to re-finance the same during the term of this Agreement, for an amount not in excess of the principal balance from time to time due hereunder, with the monthly installment payments due on such real estate mortgage or re-financing not to exceed the monthly installment payments due from Purchaser hereunder. In the event Seller fails to make the monthly installment payments due on such mortgage or re-financing thereof, Purchaser shall have the right to apply the payments from time to time due hereunder on account thereof and receive credit therefor under this Agreement. Such financing or re-financing by Seller shall not have a balloon payment date prior to the balloon payment date herein contained for Purchaser. Purchaser agrees to subordinate, in writing, their interest hereunder to the lien of any such mortgage financing or re-financing. Purchaser further agrees they will permit no liens, attachments or judgments to accrue or be entered against their interest under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Patrick Miles Wilharm (SEAL)
PATRICK MILES WILHARM and

Pamela Kay Wilharm (SEAL)
PAMELA KAY WILHARM, his wife, as
joint tenants, PURCHASER

THE FIRST NATIONAL BANK OF ELGIN,
not individually but as Trustee under
Trust Agreement dated May 19,
1983, and known as Trust No. 4249

By: [Signature]
Its Trust Officer

Attest: [Signature]
Assistant Secretary

[Signature] (SEAL)
THEO. E. HEITSE, JR.

[Signature] (SEAL)
GEORGEANN HEITSE, Beneficiaries

Seller

WARREN E. CARBARY
ATTORNEY AT LAW
1618 GRANDSTAND PLACE
ELGIN, ILLINOIS 60120
TELEPHONE (312) 742-1123
This instrument is executed by THE FIRST NATIONAL BANK OF ELGIN, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE FIRST NATIONAL BANK OF ELGIN are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal or individual liability shall be asserted or be enforceable against THE FIRST NATIONAL BANK OF ELGIN by reason of any of the covenants, statements, representations or warranties express or implied herein contained in this instrument.

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SECOND RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED, DATED FEBRUARY 6, 1984, BETWEEN THE FIRST NATIONAL BANK OF ELGIN, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1983, AND KNOWN AS TRUST NUMBER 4249, AND THEO. E. HEISE AND GEORGEANN HEISE, AS BENEFICIARIES THEREOF, SELLER, AND PATRICK MILES WILHARM AND PAMELA KAY WILHARM, HIS WIFE, AS JOINT TENANTS, PURCHASERS

In consideration of the covenants, conditions and payments herein contained between Seller and Purchaser, and further in consideration of the payment by Seller to the undersigned Contractor of the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, subject to adjustment of interest and payable at the time and in the manner as agreed by the Seller and the undersigned, the undersigned Contractor hereby represents, warrants and agrees to Seller and Purchasers as follows:

1. CONSTRUCTION OF RESIDENCE -- That the undersigned was the Contractor who constructed the single family frame ranch residence on Lot 48 in Bent Tree Village, commonly known as 1085 Blackhawk Drive, Elgin, Illinois 60120, and that such construction was completed in a good and workmanlike manner.

2. MECHANIC'S LIEN WAIVERS -- Contractor agrees to furnish to Seller and Purchaser full and complete Mechanic's Lien Waivers for all labor and material furnished in connection with the construction of said residence, together with Contractor's Affidavit. If any claim, lien, charge or encumbrance is made or filed by anyone for any work done or labor performed or material furnished for and in connection with the construction of such residence, Contractor agrees to indemnify and save Seller and Purchaser harmless from and against all claim, loss, cost or damage that either may sustain as a result thereof.

3. GUARANTEES -- Contractor will comply with the terms and provisions of the Magnuson-Moss Warranty Act. Contractor guarantees Seller and Purchaser their work and material to be free from defects for a period

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of one (1) year from date of delivery of possession to Purchaser, and Contractor will respond to any calls or complaints made by Purchaser regarding defects after this Contract is closed. Contractor warrants that they will provide labor and material necessary to correct defects in material or workmanship originally furnished for a period of one (1) year from such date of delivery of possession. Specifically not included under such guarantees are consumer products for mechanical equipment for which limited warranties are furnished by the manufacturer. If the manufacturer of the consumer product deems that Contractor is at fault for the malfunction or failure of a consumer product, then Contractor will be responsible for repairing or replacing that consumer product. Other items not covered by Contractor's guarantees are as follows: Hairline cracks in concrete foundation or flatwork, glass breakage or damage to items fragile by their nature which are not damaged at the time of completion, and small imperfections in drywall. Small drywall imperfections such as seams, bubbles or nail pops, will be repaired by Contractor upon Purchaser's direction once throughout the life of the guarantees. Small problems caused by lumber shrinkage, such as knots falling out or a squeak which develops, are not Contractor's responsibility. Grout in ceramic tile or between tile and tub which falls out before delivery of possession to Purchaser will be the responsibility of Contractor. Normal wear and tear are the responsibility of Purchaser. Purchaser and Contractor realize that certain problems may not arise until the residence so constructed is occupied and that Contractor will respond to calls from Purchaser to do necessary repairs for such problems, such as doors, cupboards and drawers which may need adjusting and similar adjustments.

Leslie F. Pace, Jr.

 LESLIE F. PACE, JR. and

Jeff Prazak

 JEFF PRAZAK, individually and as
 co-partners doing business as LES
 PACE BUILDERS, Contractor.

WARREN E. CARBARY
 ATTORNEY AT LAW
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RIM:bam 2-29-84 MAY

THIRD RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED, DATED FEBRUARY 6, 1984, BETWEEN THE FIRST NATIONAL BANK OF ELGIN, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 19, 1983, AND KNOWN AS TRUST NUMBER 4249, AND THEO. E. HEISE AND GEORGEANN HEISE, AS BENEFICIARIES THEREOF, SELLER, AND PATRICK MILES WILHARM AND PAMELA KAY WILHARM, HIS WIFE, AS JOINT TENANTS, PURCHASERS

Purchasers shall be allowed a credit of \$1,000.00 for installation of the lawn and completion of the exterior painting. Purchasers agree to install the lawn after _____ who is completion of the rough grading by the Contractor/referred to in the Second Rider; all such work to be completed by July 1, 1984.

Upon completion of the work in a good and workmanlike manner, \$1,000.00 shall be credited towards the principal balance due set forth in Paragraph 23(c), but the amount of the monthly payment set forth in Paragraph 23(c) shall not be adjusted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

Patrick Miles Wilharm (SEAL) Pamela Kay Wilharm (SEAL)
PATRICK MILES WILHARM PAMELA KAY WILHARM

THE FIRST NATIONAL BANK OF ELGIN
not individually but as Trustee under
Trust Agreement dated May 19, 1983
and known as Trust No. 4249

By: Robert J. Sale
Its Trust Officer

Attest: Shelby K. Bowers
Assistant Secretary

Theo. E. Heise (SEAL)
THEO. E. HEISE

Georgeann Heise (SEAL)
GEORGEANN HEISE

This instrument is executed by THE FIRST NATIONAL BANK OF ELGIN, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE FIRST NATIONAL BANK OF ELGIN are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or be enforceable against THE FIRST NATIONAL BANK OF ELGIN by reason of any of the covenants, statements, representations or warranties express or implied herein contained in this instrument.

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