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FORM CARABED TRUSTER	'S DEED APPLIERD 37 OLA NOS LEGALIVARIS-
(ILLINOIS)	* S DEED April, 1980 27 016 096 LEGAL I CHAIS.
The FIRST NATIONAL BA	h. day of
Agreement dated May 1 E. HEISE and GEORGEAN	9, 1983, and known as Trust No. 4249, and THEOSXXXXXXIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII
PATRICK MILES WILHARD	N HEISE, as Beneficiaries thereof, Seller, and and PAMELA KAY WILHARM, his wife, as joint / Purchaser.
cor and agrees to convey to I	shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby urchaser in fee simple by Seller's <u>stamped</u> recordable Tru
Swarmanys' ed, with waiver of hom and State of	estead, subject to the matters hereinafter specified, the premises situated in the County of
rait of the To nship 41	ent Tree Village, being a subdivision of East 1/2 of the West 1/2 of Section 7, North, Range 9 East of the Third Principle, in Cook County, Illinois,
COMMONLY KNOWN AS:	1085 Blackhawk Drive Elgin, Illinois 60120
	OM-07-123-026
the following evidence of title to Chicago Title Insurance with the stance specified below in paragraph 1. At time to time designate in writing, a	to I urchase or before February 15 19 84, at Seller's expense, the prer ses: () Owners title insurance policy in the amount of the price, issued by Ce Com any Newswards and Aurobase the rest of the matters of Purchaser he reby covenants and agrees to pay to Seller, at such place as Seller may from and until such design tion at the office of Mr. Theo. E. Heise, 450 Shepare
Drive, Unit #4, Elgin	[2] 이 그리아의 사이트 마시트 시민도 나를 본 모양한 이 교육들이 환경되는 경기를 가져왔다면 밝혀 되었다.
	HOUSAND (\$69,000.0) 1
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Possession of the premises shall	be delivered to Purchaser on February 15, 1984
	, provided that Purchaser is not then n defau' under this agreement.
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"Strike out all but one of the clauses (a), (b) and (c).

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12 per cent per annum until paid. 11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement; and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid. 12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by
Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by \$\cdots\$, or of a written declaration of forfeiture hereof in the Recorder's office of said County. 1. If the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished a unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof. 14. Pt cha er shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding, o'' in Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and e. tens s. including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement of the provisions of this agreement of the provisions hereof and all such
costs, expenses a da orney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser shall have reciprocal rights under 15. The remedy of for eith the herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other ingress herein contained, have every other remedy given by this agreement or by law or equity, and shall have the great to maintain and prosecute any and every such remedy given by this agreement or by law or equity, and shall have the great to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeity of an enter any other right herein given. 16. Physical a head of the right of context and the context of the right of the right of the context of the right of th
indestronticogical and included a service of the control of the co
of either party, shall be sufficient service thereof. Any notice or dem. "m. iled as provided herein shall be deemed to have been given or made on the date of mailing. 19. The time of payment shall be of the essence of this contract, and the over an at said agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties. 20. Seller warrants to Purchaser that no notice from any city, village or other given mental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract. 21. If any provision of this agreement shall be prohibited by or invalid under applicable lav, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or
the remaining provisions of this agreement. IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seal in a pilicate, the day and year first above written. Scaled and Delivered in the presence of Agreement dated May 19 . 32, 155 cm. PATRICK MILES WITHARM (SEAL) and known as Trust No. 1249 (SEAL) PARTICK MILES WITHARM (SEAL) By: Its Trust Officer as joint tenants, Attest: Shaley Seal (EAL)
This instrument is executed by THE FIRST NATIONAL BANK OF ELGIN, not individually but solely as Trustee as eforesaid, All the coveraints 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 RATIONAL BANK OF ELGIN by reaction of any of the coveraints, statements, representations or warranties express or implied herein contained in this instrument.
COOK COUNTY. ILLINOIS Sidney (Olson
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RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREE-MENT 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 Agreerant plus the following additional Title Exceptions:

REPORT HOLD

(i) terms and provisions of Ordinance No. 354 annexing the property to the Sanitary District of Elgin, recorded August 31, 1975, as Document 24609206; and

- (ii) terms and povisions 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, or 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 raid by Purchaser to Seller in accordance with the following schedule:
 - (a) FIVE HUNDRED (\$500.00) DOLLARS earnest morey heretofore paid to LES PACE BUILDERS, receipt of which is hopey acknowledged.
 - (\$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) DOLLAR.

PREPARED
WARREN E. CARBAR
ATTORNEY AT LAW

AT LAW
AND PLACE
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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 twentynine (25) 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 1 ke 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, cirll be re-amortized over twenty-eight (28) years, including intelex at twelve (12%) percent per annum, and the monthly payments here now, 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, 1.87.
- (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 bal- on ance 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

WARREN E. CARBARY
ATTORNEY AT LAW
1018 GRANDSTAND PLACE
ELGIN, ILLINOIS 60120
TELEPHONE (312) 742-1642

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thereafter, through and including February 15, 1999.

- (h) The principal balance remaining due heraunder 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.
- 24. <u>PPI-PAYMENT PRIVILEGE</u> -- 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 PYYMENT -- 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 payer to hereunder shall be made in the manner and at the place aforesaid.
- 26. <u>CLOSING</u> -- Closing of this Agreement sh.11 le on or before February 15, 1984.
- 27. <u>BROKER'S COMMISSION</u> -- Each of the parties here+ 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-

WARREN E. CARBARY ATTORNEY AT LAW 1818 GRANDSTAND PLACE FLOIN, ILLINGIS SD120 YELSPHONE 13141 742-1545

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placements, alterations or otherwise whatsoever, and Purchaser acknowledges that they have inspected such premises and improvements, know the conteres thereof 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. REAJ F3TATE 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 deliver 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 duat 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 state taxes assessed against said premises during the term of this Agree out, 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:

WARREN E. CARBARY ATTORNEY AT LAW 1815 GRANDSTAND PLACE ELGIN, ILLINOIS 60120 (ELEPHONE (312) 742-1842

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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 improvement.
- (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 ascrow 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 WAR-

<u>RANTIES</u> -- 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

WARREN E. CARBARY 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 Singl: ramily 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 sinitary 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 incemnities 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 Lerin made by Purchasers which may prove to be erroneous or defective or defect to be of no consequence to Seller.

- any of their .igi s, 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 3-ller so to do, and Seller agrees that such consent shall not be unreason-bu, 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 ro 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 (r about said premises, in limits of not less than ONE HUNDRED THOUSAND (\$10,000.00) DOL-LARS for each incident, naming the Seller herein as named or additional insured thereon, and Purchasers agree to furnish Seller with receip showing payment of premium therefor and a copy of each renewal thereof. Any such insurance required to be carried and maintained by Purchasers here under, 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 Pyrchasers. As real estate taxes and assessments and insurance premuum. become que and payable, Seller is authorized to use such money for the purposes of paying such taxes or assessments and insurance premiums. If such on es paid pursuant to this paragraph are insufficient for such purposes, Pyrch sers agree to pay to Seller the difference on demand. If Purchasers neglicate 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 SFLENTY-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 satisfactor, credit report and wage
 and employment verification.
- vided 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 or Purchasers to make any of the payments, or any portion thereof, as herrin 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, exputed 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 certifica 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 A'Lorney at Law 107/ Larkin Avenue Elg'n, Illinois 60120

IF TO SELLER:

Mr. Thec. J. Heise 450 Shep.rd Drive, Unit #4 Elgin, Ill Lois 60120

WITH A COPY TO:

Mr. Warren E. Carbary Attorney at Lar 1815 Grandstand 2' ice Elgin, Illinois 601'0

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

- $ext{44.}$ TIME OF PERFORMANCE -- Time is of the essence of this Agreement.
- 45. SUCCESSORS -- This Agreement shall inur to the benefit of and be binding upon each of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.
- 46. <u>CAPTIONS</u> -- 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 here n shall be deemed to be and include the singular and/or the plural as the context may require.
- INANCING AND SUBORDINATION -- Seller shall have the right ito place a real estate mortgage on the property which is the subject matter of this Agreement, Juring the term of this Agreement or to re-finance the same during the ter. 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 on hly installment payments due on such mortgage or re-financing thereof, Pucchaser shall have the right to apply the payments from time to time due here nor on account thereof and receive credit therefor under this Agreement. Son financing or re-financing by Seller shall not have a balloon payment date prior to the balloon payment date herein contained for Purchaser. Purchaser to subordinate, in writing, their interest hereunder to the lien of ary 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 Wilharn (SHAL)

PAMELA KAY WILMARM, his wife, as joint tenants, PURCHASER

WARREN E. CARBARY

ATTORNEY AT LAW This instrument is emicrisis by THE FRST. MATCHAL BARK OF EARLY

1818 CHARDSTAND PLACESS. CONSERRED AND CONTROL OF THE ELGIN. LLLINGIS COLORISTS. NATIONAL BARK OF ELGIN HIS undertaken by its below as the performed in the individually, and no personal for individually and no personal for individually and no personal for individual leability study as the bases of the enforceable against THE FRST. MATCHAL BARK OF ELGIN by reason of any of the coverants, statements, representations or warranties express as implied herein contained in this instrument.

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

Tts Just Dillion

assistant aggretary

GEORGEANN HEISE, Beneficiaries
Seller

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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 Celler and Purchaser, and further in consideration of the payment by Seller to the undersigned Contractor of the sum of FIVE THOUSAND (\$5,000.00) TOTLARS, subject to adjustment of interest and payable at the time and in '. . 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 Stankhawk Drive, Elgin, Illinois 60120, and that such construction was completed in a good and workmanlike manner.
- 2. MECHANIC'S LIEN WAIVERS -- Contractor agrees to funish to Seller and Purchaser full and complete Mechanic's Lien Waivers for in labor and material furnished in connection with the construction of cir. 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 Selpler 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 To tractor will respond to any calls or complaints made by Purchaser regarding defects after this Contract is closed. Contractor warrants that they v.11. provide labor and material necessary to correct defects in material or war manship 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 corswer 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 imperfect o.s such as seams, bubbles or nail pops, will be repaired by Contractor upon Prichaser's direction once throughout the life of the guarantees. Small problers 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 Purchase will be the responsibility of Contractor. Normal wear and tear are the responsibility of Purchaser. Purchaser and Contractor realize that certain problem 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, DR. and

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

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THIRD RIDER ATTACHED TO AND MADE A PART OF INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED, DATED FEBRURY 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 install cion 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 Alder; 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.

later miles Wilhor MC (SEAL)

PATRICK MILES WILHARD.

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:

Its Trust Officer

Truste, as aforesaid and not individually but solely as Truste, as afe er. All FIRST NATIONAL BANK OF ELGIN and United By and Individual liability should be asserted by personal on personal or INF FIRST NATIONAL BANK OF ELGIN personal or undertaken by sol, as individual liability all be asserted of be enforceable ag or covenants, statement, epresentations or warranties express or implied herein contained in this instrument.

(SEAL)