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27 247 540 INSTALLMENT CONTRACT FOR DEED

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In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

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1. PURCHASER, JESSIE CELIZ and NENITA CELIZ, of Chicago, Cook County, Illinois agree to purchase and SELLER, BANK OF RAVENSWOOD, not personally, but solely as Trustee under Trust Agreement dated October 3, 1979, and known as Trust No. 25-4259, Chicago, Cook County, Illinois agrees to sell to Purchaser at the Purchase Price of Three Hundred Forty Thousand (\$340,000.00) Dollars, the PROPERTY commonly known as 6312-14 N. Fairfield Avenue, Chicago, Illinois, and legally described as follows:

Lots 26 and 27 in Block 1 in Ellis and Morris Addition to North Edgewater being a Subdivision of the West 1/2 of the West 1/2 of the West 1/2 of the North East 1/2 of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(hereinafter referred to as "the premises").

2. THE DEED.

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, ^{and the Seller shall execute a proper deed in the manner hereinafter set forth.} Seller shall convey or cause to be conveyed to Purchaser or his nominee, by a recordable, stamped Trustee's Deed, good title to the premises subject only to the following "permitted exceptions", if any:

- (1) General real estate taxes for 1984 and subsequent years;
- (2) Private, public and utility easements;
- (3) Covenants, restrictions, and conditions of record;
- (4) Roads and highways;
- (5) Party wall rights and agreements;
- (6) Existing leases and tenancies.

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

^{beneficiary of the} PAYMENT: Purchaser hereby covenants and agrees to pay to Seller as Seller may from time to time designate in writing the purchase price of Three Hundred Forty Thousand Dollars (\$340,000.00) or to such other person as Seller may designate in writing. The purchase price shall be paid as follows:

- A. Purchaser has paid \$10,000.00 as earnest money to be applied on the purchase price.
- B. At the time of the initial closing, the sum of \$70,000.00.
- C. The balance of the purchase price, after prorations, to wit: \$249,055.91 to be paid in equal monthly installments of \$2,371.82 each (principal and interest) including interest of 11% per annum as amortized over 30 years commencing on the first day of October 1984, and on the first day of each month thereafter until the purchase price is paid in full. ("Installment Payments");

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D. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the first day of September, 1989. THIS IS A BALLOON CONTRACT AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS CONTRACT WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED.

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, to pay insurance premiums falling due after the date of this agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

4. CLOSINGS: The "initial closing" shall occur on or about September 1, 1984. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

5. POSSESSION: Possession shall be granted to Purchaser at initial closing, provided that the full down payment has been paid to Seller in cash, or by cashier's or certified check on the initial closing date, and further provided that Purchaser on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

A. Seller reserves the right to keep or place mortgages or trust deeds ("prior mortgages") against the title to the premises with combined aggregate balances including interest not to exceed 25% of the balance on the purchase price unpaid at any time under this agreement, the lien of which prior mortgages shall, at all times notwithstanding that this agreement is recorded, be prior to the interest that Purchaser may have in the premises. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this agreement.

B. Seller shall from time to time but not less frequently than quarterly and anytime Purchaser has reason to believe a default may exist, exhibit to Purchaser receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

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 of default in the terms of any indebtedness or prior mortgage, Purchaser shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expanded including all incidental costs, expenses and attorney's fees attendant thereto incurred by Purchaser to protect Purchaser's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Purchaser or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements and all easements and building lines and showing no encroachments.

8. TITLE:

A. At least three business days prior to the initial closing, Seller shall furnish or cause to be furnished to Purchaser at Seller's expense a commitment issued by a title company licensed to do business in Illinois, to

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issue a contract purchaser's title insurance 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, including Assignments of Rents securing same;
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;
- (5) acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under Purchaser.

B. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (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 Purchaser may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period) to take 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 Purchaser 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 Purchase 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.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Purchaser at initial closing with an Affidavit of Title, 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. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. **PRORATIONS:** Insurance premiums, general taxes, rents, security deposits, and, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably as of the date of initial closing. All proration credits, if any, due Purchaser shall be used as a credit in computing the balance to be paid hereunder and not as a cash credit against the sum payable pursuant to Paragraph 3B above. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of initial closing.

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11. ESCROW CLOSING: At the election of Seller or Purchaser, upon notice to the other party not less than five (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 in accordance with the general provisions of an escrow trust covering installment contracts 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 money lender's escrow, shall be paid by the party requesting it.

12. PURCHASER TO MAINTAIN: Purchaser shall keep the improvements on premises and the grounds in as good repair and condition as they are now, ordinary wear and tear excepted. Purchaser 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 fireplace, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, slightly and healthy condition by Purchaser, 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 Purchaser'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, slightly and healthy condition, and Purchaser 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, slightly and healthy condition;

B. Notify the Purchaser to make such repairs and to place said premises in a clean, slightly and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21) and, upon default by Purchaser 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.

13. INSURANCE:

A. Purchaser shall keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company or companies reasonably acceptable to Seller and in form and amounts reasonably acceptable to Seller for the benefit of the parties hereto, (and also meaning Seller's mortgagees) as their interests may appear; such policy or policies shall be held by Seller and Purchaser shall pay the premiums thereon when due. Insurance shall meet insurer's co-insurance requirements.

B. In case of loss of 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 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 improvements, 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 the purchase price.

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C. Purchaser shall procure and continue in force in the names of Purchaser and Seller, general liability insurance against any and all claims for injuries to persons or property occurring in the Property such insurance to be at all times in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars for injuries to persons in one accident, One Hundred Thousand (\$100,000.00) Dollars for injuries to any one person and Fifty Thousand (\$50,000.00) Dollars for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller in its sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Seller and shall deliver to Seller at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

14. TAXES AND CHARGES: It shall be Purchaser's obligation to pay at Purchaser's expense 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 of any improvements thereon, including those theretofore due and to furnish Seller with the original or duplicate receipts therefor.

15. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, provided in paragraph 3, Purchaser shall deposit with the Seller on the date each installment payment is due, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, and assessments which may become a lien on the premises and the estimated annual premiums for the insurance coverages required to be kept and maintained by Purchaser, all as reasonably estimated by Seller to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement.

Seller is authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, and premiums. Seller shall, upon the request of the Purchaser, give the Purchaser 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 Purchaser's covenants or agreements hereunder of which Seller has given written notice to Purchaser and, second, at Purchaser's option, as a cash refund to Purchaser or credit toward Purchaser'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, Purchaser shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Purchaser 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 Purchaser 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

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sums due hereunder, Seller shall promptly refund to Purchaser any funds so held by Seller.

16. DOCUMENTS TO BE DEPOSITED WITH ESCROWEE: In further consideration for the mutual covenants set forth in the foregoing agreement, it is further agreed that prior to or simultaneous with closing, Seller's beneficiary shall deposit with Neal M. Ross, esquire, as Escrowee, a duly executed "Direction to Convey" naming Purchaser herein as Grantee. Said documents shall be held by said Escrowee and at such time as final payment is made by Purchaser to Seller as provided in said Agreement, the same shall be delivered to Purchaser. If Purchaser defaults and such default is not cured, said documents shall be returned to Seller.

17. PURCHASER'S INTEREST IN IMPROVEMENTS: 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 Purchaser or others shall belong to and become the property of the Seller without liability or obligation or Seller's part to account to the Purchaser therefor or for any part thereof.

18. LIENS. Purchaser shall not permit a mechanics' judgment or other lien to attached to the premises.

19. PERFORMANCE

A. If Purchaser

(1) Defaults by failing to pay when due any single installments or payment required to be made to Seller under the terms of this agreement and such default is not cured within ten (10) days of written notice to Purchaser, or

(2) Defaults in the performance of any other covenants or agreements hereof and such default is not cured by Purchaser within thirty (30) days after written notice to Purchaser (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 any unpaid installments;

(ii) declare the entire balance due and maintain an action for such amount;

(iii) forfeit the Purchaser's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession or maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

B. As additional security in the event of default, Purchaser 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 the Seller may collect any rent due and owing and may seek the appointment of a 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

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balance due, which amounts shall become immediately due and payable by Purchaser to Seller.

D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfeited and determined if within 20 days after such written notice of default, Purchaser 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 claims arising from acts or obligations of Purchaser under this agreement.

20. DEFAULT FEES:

A. Purchaser shall pay all reasonable attorney's fees and costs incurred by the other 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 defendant as a result of this agreement.

(1) All rights and remedies given to the Purchaser 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 Purchaser or Seller, or after the termination of Purchaser's right of possession hereunder, 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.

21. 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 or registered mail, return receipt requested to the parties addressed if to Seller at 1825 W. Lawrence Avenue, Chicago, Illinois, 60640, and if to the Purchaser at 1510 N. Montross Street, Chicago, Illinois, 60651. Notice shall be deemed made when mailed or served.

22. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

23. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance on 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 possession until the date the first installment is due shall be payable on or before the date of initial closing.

24. ASSIGNMENT: The Purchaser shall not transfer, pledge or assign this agreement, or any interest herein or hereunder, or any interest in the premises. Any violation or breach or attempted violation or breach of the provision of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest no right, title or

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interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, leasee 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.

25. **FINAL CLOSING:** Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid 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 the Purchaser 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 mortgages, 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 Purchaser. The repayment of the prior mortgages shall be supervised and administered by Purchaser's mortgage lender, if any. Upon repayment of the prior mortgages Seller shall give Purchaser a credit against the balance of the purchase price for the cost of recording such release. In the event Purchaser does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Purchaser, 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, Purchaser and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County, or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Purchaser, and Purchaser shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Purchaser unless otherwise provided in the local ordinance.

26. **RECORDING:** The parties shall record this agreement or a short form memorandum thereof at Purchaser's expense.

27. **RIDERS:** The provision contained in any rider, if any, attached hereto are and for all purposes shall be deemed to be part of this agreement as though herein fully set forth.

28. **CAPTIONS AND PRONOUNS:** 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 required or permits, the singular shall include the plural, and the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

29. **PARTIAL INVALIDITY:** If any provision of this agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of these Articles, or the application thereof to any other person or circumstance, and the remaining provisions or the application of the remaining provisions of this agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement is and shall be severable.

30. **BINDING ON HEIRS:** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser.

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31. **JOINT AND SEVERAL OBLIGATIONS:** The obligations of two or more persons designated "Seller" or "Purchaser" in this agreement shall be joint and several and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this agreement of the premises.

32. **REAL ESTATE BROKER:** Seller and Purchaser represent and warrant that no real estate brokers were involved in this transaction other than Maplewood Realty, Inc.. Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.

33. **RISK OF LOSS:** The Uniform Vender Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

34. **NO PREPAYMENT PENALTY:** Purchaser shall have an unlimited prepayment privilege without penalty.

35. **PURCHASER'S ADDITIONAL COVENANTS:** Purchaser, between the initial closing date and the final payment date, shall:

A. Keep the property in good condition and repair, without waste, and free from mechanic's liens and other liens or claims for lien;

B. Comply with all requirements and remedy any violations, of law, municipal ordinances or restrictions of record with respect to the property and the use thereof;

C. Not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance) without in each case Seller's written consent;

D. Not suffer or permit any change in the general nature of the property, without Seller's written consent;

E. Not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser.

36. **BANKRUPTCY:** In the event of the filing prior to the final payment date of any proceedings by or against Purchaser for the adjudication of Purchaser as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any state, Seller may at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Seller as under paragraph 11 above and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those under paragraph 19 above.

37. **REQUIREMENTS FOR MODIFICATION:** No waiver, modification, amendment, discharge or change of this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

38. **GOVERNING LAW:** The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

39. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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40. PURCHASER/SELLER RELATIONSHIP ONLY: Nothing herein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any type of fiduciary relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.

41. REPAIRS AND IMPROVEMENTS: Every contract for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein and no contract or agreement, oral or written shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred (\$500.00) Dollars which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

42. PAYMENTS: All payments to be made to Seller shall be paid to the parties as may be directed from time to time by Seller or Seller's beneficiaries.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HEREUNDER SET THEIR HANDS AND SEALS THIS 31st DAY OF August, 19 84.

SELLER:

PURCHASER:

BANK OF RAVENSWOOD, not personally, but as Trustee as aforesaid.

By: Maria S. Elwood
Assistant Vice President

Genita Celis

ATTEST: [Signature]
Trust Officer, Trust Officer

Genie Celis

This Agreement is signed by BANK OF RAVENSWOOD not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 25-4254. Said trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Bank of Ravenswood is hereby expressly waived by the parties hereto and their respective successors and assigns.

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FOR VALUE RECEIVED, the undersigned beneficiaries of Seller, hereby jointly and severally guarantee all obligations of Seller hereunder.

[Signature]
[Signature]

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Property of
STATE OF ILLINOIS)
COUNTY OF COOK)

) SS.
)

I, William C. Peterman, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that JESSIE CELIZ and NENITA CELIZ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31st day of May, 1987.

William C. Peterman
Notary Public

Commission Expires 8-5-88

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STATE OF ILLINOIS)
COUNTY OF Cook) ss.

for said ^{the undersigned} County in the State aforesaid, DO HEREBY CERTIFY that
of MARTIN S. EDWARDS, Assistant Vice President of Bank
of Ravenswood and Ben A. Rosen, Assistant
Secretary of said bank, who are personally known to me to be the
same persons whose names are subscribed to the foregoing instrument
as such Assistant Vice President and Assistant Secretary,
respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument
as their own free and voluntary act and as the free and voluntary
act of said bank, as Trustee as aforesaid, for the uses and
purposes therein set forth; and the said Assistant Secretary then
and there acknowledged that he, as custodian of the corporate
seal of said bank, did affix the corporate seal of said bank to
said instrument as his own free and voluntary act and as the free
and voluntary act of said bank, as Trustee as aforesaid, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day
of August, A.D., 1984.

Margaret J. Kindberg
Notary Public

My Commission Expires 2-23-85

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END OF RECORDED DOCUMENT