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Agreement 91104

This Agreement made this 20th day of November, 1985, by and between Rebecca Garcia, as Seller, and Garica Galati and Robert Keller, as Buyer:

Whereas, Seller has contracted to purchase a property located at 2518-24 N. Sheffield St., Chicago, Ill., with a date of closing set for December 20, 1985.

Whereas, Purchaser wishes to buy this property from Rebecca Garcia

Now therefore, in consideration of the mutual promises hereunto made, the parties agree as follows:

1. Seller hereby assigns all her title and interest to the purchase contract, dated Aug. 14, 1985, to the Buyer, subject to the consent of the titleholder of said property.
2. Buyer hereby deposits with George Maniakos, as escroweer, the sum of \$15,000.00 which sum is the consideration for the assignment to be paid to the Seller upon the closing of the transaction, or upon account of the assignment if that should occur earlier, and further this sum shall be paid to the Seller if the Buyer refuses to proceed with the closing of their transaction on December 20, 1985 for any reason whatsoever, other than the fault of the Seller.

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3. at closing, or before closing, the Buyer shall deposit with George Maniachi the additional sum of \$750,000.00 ^{plus or minus provisions,} plus the interest that the titleholder is due from the seller in the sum of ~~the sum of~~ ^{per an amendment to the contract dated Nov. 15, 1985} ~~the sum of~~ ^{and shall further pay, ^{2.5% of} the} closing costs of the seller. George Maniachi shall further receive from the seller a Warranty Deed and other closing documents.

4. The seller shall cause the escrow, George Maniachi, to deposit with an escrow company the money and items specified in paragraph 3, pursuant to escrow instructions which instructions shall contain:

- (a) The right by seller to transfer the necessary funds to another escrow to close the transaction between seller and titleholder.
- (b) The funds to be so transferred only if the title company shall be ready to insurance a good and marketable title in the Buyer.

The seller shall further cause George Maniachi to deposit into the closing escrow the sum of \$50,000.00 out of the sum specified in paragraph 2, and the remaining 15,000.00

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reimbursement of costs she may have incurred and or a gain in the transaction. If there shall be a consented assignment to the contract specified in Paragraph 1, then the entire 65,000.00 shall be given to the Seller, and she shall not have any further responsibilities. It is agreed, however, that 15,000.00 out of this sum shall be paid to the Seller upon the closing irrespective of there is an assignment.

5. Seller shall endeavor to always work for the best interest of the Buyer to obtain the purposes of this contract. Commercially, Buyer shall proceed expeditiously to do whatever is necessary for an ~~early~~ ^{timely} closing, or to structure the closing in some other manner so long as the purposes specified herein are attained.

Delicia Garcia

Robert R. H. Bell

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