INSTALLMENT AGREEMENT FOR WARRANTY DEED

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NO. 74
March, 1968

GEORGE E. COLE® LEGAL FORMS

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AGREEMENT, made this 6th day of December 9, 19 85, between

RAYMOND SANSONE, TONY SANSONE AND MARIE SANSONE, HIS WIFE, , Seller, and

Duane W. Mortenson and Faith S. Mortenson , Purchaser:

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

10518 Crown Road, Franklin Park, Illinois
legal description to be inserted later by attorney for Purchaser or Seller

LOT 7 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT 1 IN OWNERS DIVISION OF PART OF THE EAST 1/2 OF THE NE 1/4 OF SEC 29-40N-12 E OF THE 3RD PM IN COI, PTN 12-29-214-007 M.

and Seller further agrees to furnish to Purchaser on or before preliminary closing 19 , at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company , ~~(b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title*~~, 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

the price of Two hundred thirty five Thousand ($235,000.00) Dollars in the manner following, to-wit:

See rider attached hereto and made a part hereof

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~~with interest at the rate of per cent per annum payable on the whole sum remaining from time to time unpaid~~

Possession of the premises shall be delivered to Purchaser on December 6, 1985 , provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1984/85 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 1985 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
   ~~(b) All installments of special assessments heretofore levied falling due after date hereof;~~
   ~~(c) The rights of all persons claiming by, through or under Purchaser;~~
   (d) Easements of record and party-walls and party-wall agreements, if any;
   (e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
   (f) Roads, highways, streets and alleys, if any;

2. ~~Purchaser~~ Seller 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~~ Purchaser 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 seven 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 leave 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.

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

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*If Seller prevails. If Purchaser prevails in such an action, Seller shall pay Purchasers costs and expenses, including attorneys fees.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, 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.

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 seven 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 Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or 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. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture 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 reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.~~

~~16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default~~ by Purchaser of ~~any of the~~ covenants and agreements herein, to enter Purchaser's appearance ~~in any~~ court of record, waive process and service thereof and trial by jury, and confess judgment against ~~Purchaser~~ in favor of Seller, or Seller's assigns, for such sum as may be due, together with the ~~costs of such suit~~, including reasonable attorney's fees, and to waive all errors and right of appeal from ~~such judgment~~ or judgments; ~~Purchaser hereby~~ expressly waiving all right to any notice or demand under ~~any statute~~ in this ~~state~~ with reference to such suit or action. ~~If there be more than one person whose designated as Purchaser, the power and authority in this paragraph given is given by such persons jointly and severally.~~

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at _____ or to Purchaser at _____, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed 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 covenants and 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 governmental authority of any dwelling code violation has heretofore been issued and received by the owner or his agent with respect to any dwelling structure on said real estate.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

Duane W. Mattenson (SEAL)

Faith J. Mattenson (SEAL)

Tony Sansone (SEAL)

Raymond Sansone (SEAL)

Received on within Agreement the following sums

RECEIVED ON

PRINCIPAL

INTEREST

DEC 12 PM 1:38

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GEORGE E. COLE® LEGAL FORMS

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN ARTICLE OF AGREEMENT FOR WARRANTY DEED, DATED THE 6th DAY OF DECEMBER, 1985, BY AND BETWEEN TONY SANSONE AS SELLER, AND DUANE W. MORTENSON AND FAITH S. MORTENSON, AS PURCHASERS, OF THE PREMISES COMMONLY KNOWN AS 10518 CROWN ROAD, FRANKLIN PARK, ILLINOIS.

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1. The purchase price of TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 ($235,000.00) shall be paid by the Purchasers to the Seller in the following manner:

a. The sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) plus or minus customary prorations, upon the signing of these Articles;

b. The balance of the purchase price, being the sum of TWO HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($215,000.00) shall be paid as follows: TWO THOUSAND THREE HUNDRED SIXTY SEVEN AND 34/100 Dollars ($2,367.34), or more, on the 1st day of January, 1985, and the sum of TWO THOUSAND THREE HUNDRED SIXTY SEVEN & 34/100 DOLLARS ($ 2,367.34), or more, on the 1st day of each month thereafter, until fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of January, 2006, said payments including interest at the rate of twelve (12%) percent per annum from the 6th day of December , 1985 on the principal balance remaining from time to time unpaid, and said balance of the purchase price being amortized over twenty (20) years. All such payments shall be first applied to interest on the unpaid principal balance and the remainder to principal, and all of said principal and interest shall be made payable to Tony Sansone , the Seller.

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2. In addition to all other payments provided for herein, Purchasers agree to deposit with Seller with each monthly payment, an amount equal to one-twelfth (1/12th) of the yearly real estate taxes as a reserve acount, which reserve account shall be used by the Seller to pay the taxes when due. At the preliminary closing, Purchaser shall produce evidence of a paid insurance policy, showing Seller is named as additional insured on such policy to the extent of the balance due under these Articles of Agreement. Purchaser will provide evidence of annual renewal of said insurance to Seller and will send copies of all policies of insurance to Seller . Upon Purchasers request, Seller will provide evidence of payment of real estate taxes. At the time of execution of this Agreement, the monthly tax escrow amount is hereby fixed at $ 607.77 per month, but shall be readjusted periodically from time to time, as required. In the event that there are insufficient funds on deposit in such account to pay any installment of taxes, then Purchasers will within ten (10) days after written notice promptly pay into such account sufficient funds to make up the deficiency.

3. Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein

for delivery of possession of the premises. All security deposits will be paid over to Purchaser by certified or cashier's check at closing. General taxes for the year 1985 are to be prorated from January 1, 1985 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.

4. It is understood and agreed that this transaction shall qualify as an installment sale under the Internal Revenue Code and the Purchasers shall have the right to make any additional payments or principal either in whole or in part at any time whatsoever, without payment of any premium or penalty.

5. Purchasers agree to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

6. This contract constitutes the entire agreement between the parties. No representations, warranties, undertakings or promises, whether oral, implied or otherwise, can be made or have been made by either the Seller or the Purchasers to the other, unless expressly stated herein or unless mutually agreed to in writing by the parties. All amendments, supplements or riders thereto, if any, shall be in writing and executed by both parties. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs administrators, executors and permitted assigns.

7. The preliminary closing of this transaction shall occur on or about November 27, 1985. The final closing shall occur when all payments to be made hereunder and all covenants and agreements to be performed by Purchasers and Seller hereunder have been fully paid and performed. At the time of the preliminary closing, Seller shall cause to be delivered to Seller's attorney, as escrowee, and at the final closing, the Escrowee shall deliver to Purchasers the Warranty Deed and Bill of Sale required pursuant to the contract dated November 27, 1985 by and between the parties, and at the preliminary closing, Purchasers shall receive a credit in the, amount of any stamp tax imposed by State and County law on the transfer of the title and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and the County of Cook. Such tax required by local ordinance shall be paid by the Purchasers. At the preliminary closing time, Seller shall also pay any amounts due or payable in order to obtain or record any release of Seller's prior mortgage, if any, or to otherwise clear Seller's title, and to pay any title charges, such as release fees and recording of releases customarily chargeable to a Seller to cause to be released any liens or encumbrances not arising from the acts or omissions of Purchasers and not included within the title exceptions hereunder. Such preliminary closing shall take place at the office of the .pa Purchaser's attorney and such final closing shall take place at

the office of Purchasers' mortgage lender, or lender's closing agent, or the office of Seller' attorney, or at such other place as the parties may mutually agree upon.

8. Seller will pay off in full any existing mortgage on the premises at the time of the preliminary closing.

9. Notwithstanding the provisions of paragraph 8 on the first page of this agreement, it is specifically understood and agreed that in the event of loss or damage to the insured improvements, any insurance proceeds which are payable on account thereof shall be applied as follows: (i) if the insurance proceeds and any additional sums contributed by Purchasers are sufficient to fully pay for the cost of repairing, restoring or reconstructing the affected premises, then such proceeds shall be paid for the repair, restoration or reconstruction of such damaged or lost improvements; or (ii) if the insurance proceeds are not sufficient to fully repair, reconstruct or restore such improvements, and if Purchasers do not furnish the additional necessary funds therefor, then the proceeds of such insurance shall be applied to the unpaid balance of the purchase price remaining unpaid hereunder.

10. If any installments of principal or interest due hereunder or any monthly deposit for taxes or insurance required to be paid under this agreement shall become fifteen (15) days overdue, Purchasers shall pay to the Seller hereof, a "late charge" of Fifty dollars for each such payment overdue, to compensate the Seller for the costs of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the Seller hereunder.

11. It is hereby expressly agreed by and between the parties herein that time is of the essence hereof.

12. Any net prorations except for real estate taxes that normally would accrue to the benefit of the Purchasers upon the closing, such as rentals, etc., shall be given to Purchasers as a credit against the purchase price at the preliminary closing.

13. Prior to any default being created hereunder, Seller shall first give written notice to Purchaser of any alleged default and Purchaser will have 30 days after receipt of said written notice in which to cure said default; provided, however, if Purchaser commences to eliminate the cause of such default within the aforesaid 30 days and proceeds diligently and with reasonable dispatch to take all steps and to do all things necessary to cure such default and does so cure such default within a reasonable time thereafter, Seller shall have no right to declare that a default has occurred per the terms of the contract and shall be unable to avail itself of the remedies contained herein. This paragraph shall not limit any statutory right to cure to which the Buyer may be entitled.

14. Notwithstanding the provisions of paragraph 16 above, any default in the failure to make payments due Seller shall be curable only within twenty-one (21) days after receipt of written notice from Seller to Purchaser.

15. All notices required hereunder shall be sent by either certified or registered mail to the parties' addresses as shown herein:

SELLER: Anthony Sansone
3N555 Crown Road
Elmhurst, Illinois 60126

PURCHASERS: Mr. and Mrs. Duane Mortenson
2911 Stonewall Avenue
Woodridge, IL 60517

copies of any notices to Purchaser shall be sent to:

Saharack, Schwartz & Schiff, Ltd.
7 South Dearborn Street, Suite 1412
Chicago, Illinois 60603

copies of any notices to Seller shall be sent to:

Thomas M. Battista
2434 North Nordica
Chicago, Illinois 606035

16. Seller shall furnish at the preliminary closing a current survey dated no earlier than 45 days prior to closing by a licensed Illinois land surveyor showing the present location of all improvements to be within the lot lines and howing no encroachments from adjoining properties. The legal description on the survey, which survey shall name the Purchaser, should be identical to the legal description on the title commitment to be provided by Seller.

17. Purchaser shall not be required to pay any tax, assessment, tax lien or other imposition or charge upon or against the premises or any part thereof or the improvements at any time situated thereon so long as Purchaser shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax, assessment, tax lien or other imposition or charge so contested, provided that, pending any such legal proceedings Purchaser shall give Seller such security as may be deemed reasonably satisfactory to Seller to insur payment of the amount of the tax, assessment, tax lien or other imposition or charge and all interest and penalties thereon. Seller shall cooperate with Purchaser to the extent Seller's cooperation may be necessary, in the exercise of Purchaser's right to contest the payment of any tax assessment, tax lien or other imposition or charge upon the premises.

18. Seller agrees that upon the preliminary closing, Seller shall, at Seller's sole cost, also deliver to Purchaser a contract purchaser's title insurance policy showing good title subject only to the title exceptions provided for herein, those which can be cleared at the time of closing and those resulting from acts of the Purchaser or those claiming by, through or under him. If additional exceptions appear, Purchaser may, at his option, rescind this contract and have all monies previously paid to Seller refunded immediately but not as Purchaser's sole remedy. Purchaser may, in addition to the return of all monies previously paid to Seller, pursue any other legal or equitable remedy available to Purchaser. Purchaser's remedies shall be cumulative and not exclusive.

19. Seller shall deliver to Purchaser an Affidavit of Title at the time of the delivery of a deed, in the customary form covering the period from the date of Chicago Title Insurance Company's commitment for title insurance to the date of the delivery of the deed.

20. This contract shall not be assigned or transferred in whole or in part by Purchasers without first obtaining the Seller's written consent.

21. In the event of a conflict between the terms of this Rider and the Articles of Agreement to which it is attached, the terms of this Rider shall prevail.

22. Purchaser agrees throughout the existence of this contract to the date of final closing, to keep the premises in good repair by making all necessary repairs to the structure, surface, all physical aspects of the property as well as all personal property including stoves, refrigerators, etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 6th day of December, 1985.

Seller

Gary Sansone

Seller

Raymond Sansone

Seller

Thomas M. Battista,
as Escrowee

Purchaser

Purchaser

THIS INSTRUMENT WAS PREPARED BY:
Mark H. Schiff, Esq., 7 South Dearborn Street, Chicago, IL 60603

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MAIL TO:

BANABACK, SCHWARTZ & [illegible], LTD.
[illegible]
SUITE 1411
CHICAGO, ILLINOIS [illegible]

BOX 333 - HV