Evanston : Cook County; State of Illinois agrees to purchase, and SELLER FIRST ILLINOIS  BANK OF EVANSTON, N.A. u/Tr.#R-3325 dated 10-29-86 800 Davis Street  Cook County; State of Illinois agrees to sell to Suyer at the PURCHASE PRICE of One Hundred Sixty-five Thousand Dollars (s. 165,000.00 ) the PROPERTY commonly known as 2500 Pioneer Rd.,  Evanston, Illinois and legally described as follows: The South 72 feet of the West 50 feet
BANK OF EVANSTON, N.A.u/Tr.#R-3325 dated Adrea?9-86 800 Davis Street  Cook County: State of Illinois agrees to sell to Suyer at the PURCHASE PRICE of One Hundred Sixty-five Thousand Dollars (\$ 165,000.00 ) the PROPERTY commonly known as 2500 Pioneer Rd.,  Evanston, Illinois and legally described as follows: The South 72 feet of the West 50 fee
Thousand Dollars is 165,000.00   Sthe PROPERTY commonly known as 2500 Pioneer Rd., Evanston, Illinois and legally described as follows: The South 72 feet of the West 50 feet
Evanston, filinois and legally described as follows: The South 72 feet of the West 50 fee
of Lot 1 together with all that part of said Lot 1 lying East of the West 5
feet thereof and lying South of a line 52 feet North of and parallel with t
South line and said line extended Easterly to the West line of Pioneer Road the aforesaid Lot 1 in Block 2 in Hartrey's Addition to Evanston being in t
West fractional Section 12, Township 41 North, Range 13 East of the Third
Principal, Magidian, jumpopk County, Illinois.
with approximate lot digrensions ofas per survey, together with all
improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; lixed carpeting; built-in kitchen appliances, expipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screen; roof or attic T.V. at tenna; all planted regetation; garage door openers and car units; and the following items of personal property.  All tacked down carpeting; window coverings; stove; refrigerator; dishwashe
washer, dryer and electrical fixtures.
10-12-106-022-0000
10-13-106-072-0000
All of the foregoing iter, is thall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.
a, If the Buyer shall first make a to the payments and perform all the covenants and agreements in this agreement required to be made .
and performed by said duyer, at the ima and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer lin
2. THE DEED:  2. If the Buyer shall first make a?, the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the firme and in the manner hereinafter set forth, Seller shall convery or cause to be converged to Buyer (in joint tenancy) or his hominee, by a recordable, stamped general Warranty deed with release of homestead rights, good tille to the premites studiest with following "permitted exceptions," if any: (a) General real estate targency yet due and two payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions, and knownabits of record; (d) Zoning laws and manners; (e) Estements for publicutifities; (f) Drainage district, leaders, laterals and drain tile, pipe or other conduit; (g) if the property is there than a detached, single-family home: party walls, party wall rights and agreements; covenants, conditions and restrictions of ecord; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any estement, as visibled by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imported by the Hilling is Condominium Property Act, if applicabile; installments of assessments
due after the time of possession and exsements established pursuant to the declaration of condominium.
b. The performance of all the covenants and conditions are ein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
0706 17 133 17-14 103
1 INSTALLMENT PURCHASE: Buver hereby covenants and agrees a pay to Seller at 2700 N. AIA, UNIT NO. 14-101, Indialantic, Florida 32903-2249 Indialantic, Florida 30103-2249 Indialantic, Florida 30103 in such other person or at type other place as Seller may from time to time designate in writing.
the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at
the rate of eleven percent i 2 % per annum, all payable in the manner following to wit:
(3) Buyer has paid 5 2,000.00
(Indicate check and/or note and due date) (and will pay withindays this as ditional sum of S as earness
money to be applied on the purchase price. The earnest money shall be held by
for the mutual benefit of the parties concerned;
(b) At the time of the initial closing, the additional sum of \$\frac{18,000.00}{200.000} plus or min_or urations, if any, as is hereinalter provided;
(c) The balance of the purchase price, to wit: \$ 145,000.00to be paid in equal
monthly instillments of \$ 1,380.88 each, commencing on the
("installment payments"); Burchaser may prepay the unbaid baiant and his feligible pri
(d) The final payment of the purchase price and all actived but unpaid interest and other charges as hereinality provided, if not sooner paid shall be due on the 15t day of November 1991;
(e) All payments received hereunder shall be applied in the following order of prierity: first, to interest accrued and owing on the un-
paid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsect on to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;
(I) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.
4. CLOSINGS: The "initial closing" shall occur on October 29 , 19 86, for on the date, if any, to which said date is
estended by reason of subparagraph 3 (b) at 820 Davis St., Evanston, Illinois, "Engletosing" shall occur if and when all covenants and conditions herein to be performed by Duyer have been so performed.
5. POSSESSION: Possession shall be granted to Buyer MINKXXX. on <u>OCTOBER 29</u> , 19, 86, provided that the full down payment minus not provided that the full and the influence of Buyer, if any, has been paid to Soller in cash or by cashier's or comined check on the initial closing date is otherwise not in default hereunder.
6. PRIOR MORTGACES: None-and Seller shall not have the right to place a mortgage against the premises.
In Soller reserves the night to keep or place a mostrage or to undeed in price moneages, against the title to the premises with a believe including interest not to exceed the balance of the purchase price unguid at any time under this Agreement, the Zen of which prior .
mortgage Itali, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such montgage entriest deed tout not the
notes secured thereby). No mortgage or trust deed placed on said promises including any such prime endigage shall in any way accelerate
the time of payment provided for in this Agreement or provide for payment of any ambunit either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and providence of this Agreement, nor shall such mortgage.
or trust deed in any way restrict the right of propayment, if any, given to Boyer under this Agreement.
(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a delawh may ex- ist, exhibit to Buyer receipts for payments made to the holders of any indebtedness seedred 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 or default in the terms of any indebtedness or prior mongage, Buyer shall have the right, but not the obligation, to
make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attominated for Europe to protect Europe's interests bereunder from the unpaid balance of the purchase price of
Arnold Olsen dated 5-18-1955
7. Survey: Prior to the initial closing. Seller thall deliver to Duyer or his agent a spotted survey of the gremiter, Sacrated Machinery and Machinery Seller thall succeed to the president of the gremiter, Sacrated Seller and Machinery Sell

Seller shall furnish or cause to be furnished to Buyer at Seller's expense an (a) At least one (1) business day (31) At least one (1) business day prior to the initial closing, Seller shall furnish of cause to be furnished to Buyer at Seller's expense an Owner's Deplicate Certificate of Title sistued by the Registrar of Titles and a Special Tax and tien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (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 and (5) acts done or sulfered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Selier 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 dopermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer 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 the 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 Buyer 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 Buyer 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.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seiler may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pemises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judy, nonts against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to linal closing with an Allidavit of Title, covering said dates, so joint 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 but in trust, the Alfidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary of beneficiarit, of laid Trust, All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are also omary or required by the issuer of the commitment for title insurance.

# 10. HOMEOWNER'S ASSOCIATIONS

10. HOMEOWNER'S ASSOCIATIO 4:

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any coverage is conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general tales, as sociation assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCRONV CLOSING: At the election of Seller or Buyer, up in notice to the other party not less than live 15) days prior to the date of either the initial or final closing, this transaction or the convey? — contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do but mess or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement 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 Deedshall be made through escrow. The cost of the escrow including an accillary money lender's escrow, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

lai Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation, which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including out of all limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and sollent septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Juyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR IN TIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUTER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises in auding by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air c inditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, hower one said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter me, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or in interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premit is in cod repair and in a clean, sightly, and healthy condition, and Buyer 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, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (c) cept as it otherwise provided in paragraph 21), and, upon default by Buyer 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.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

18. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possesion 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 in policies conforming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(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 herete shall be entitled on account thereof, 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 improvement, 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 purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay 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, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.

At Seller: at Sellers'option

UNOFFICIAL COPY 15 THE REST OF THE PARTY OF

agency. Seller is hereby authorized and directed to use the future, for the paintern of the aforementationed takes, assessments, recits and premiums. Seller is shall, upon the request of the Buser, give the Buser an annual accounting of a lourn funds deposited and dispursed including evidence of paid receipts for the amounts so dispursed. The funds are hereby prefiged 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 or 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 periormance of the Buser's coverants or agreements hereunder of which seller has given written notice to Buser and, second, at Buser's option, as a cash refund to Buser or a credit toward Buser'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, Buyer shall not to seller any amount necessary to make up the deficiency within 30 days from the date notice is misled by Seller to Buser requesting payment the test of ment thereof

Seller may not charge for so holding and applying the funds, analyzing said account, or vertising and compring said assessments and bills, nor shall Buyer be entitled to interest or earnings on the tunds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seiler shall promptly refund to Buyer any tunds so held by Seller.

# 19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the pemises described herein, or in any part thereof, shall yest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by Tapse of time, traiterities or otherwise, all improvements, whether timshed or unfinished, whether installed or constructed on or about said premises by the Buser or others shall belong to and become the property of the Seiler without liability or obligation on Seller's part to account to the Buser therefore or for any part thereof

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights or the Seller.

(b) Each and "nery contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and

complete waver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiter or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly dein ered to Seller

thirty (30) 21. PERFORMANCE:

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid tents, and all rents which accrue thereafter, and in addition to the remedies provided above and in Long Inction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay war an assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts that become immediately due and payable by Buyer to Seller (d) Seller may impose and Buyer agrees to pay a lare of arrie not exceeding 5° s of any sum due hereunder which Seller elects to accept

after the date the sum was due

(e) Anothing contained in subparagraphs (a) through (c) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of deform Bayer tenders to Seffer the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures jny other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES: (a) Buyer or Seller shall pay all reasonable attorney's less and cost or curred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending 2 in proceeding to which Buyer or Seller is made a party to any egal proceedings as a result of the acts or omissions of the other party. legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, stipp of and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unles, specifically waived in this Agreeent; (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 late, use after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession herein det, is after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reincate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly wayer.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalt of the party giving the same, and the same may be served upon the other party or his agent prisor alls or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph, prisi to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or i.e. loval of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vaciled the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises in Buyer. Buyer's agent to perform necessary decorating and repairs and to recall the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sair to write without additional payment by Seller to Buyer.

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

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfish of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of each month at the rate of one-twelfish 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 initial closing until the date the first installment is due shall be invable on or before the date of initial closing.

Drovided Purchaser remains in occupancy of part 27. ASSIGNMENT: The Buser shall not transfer, piedde or assign this Agreement, or any interest herein or hereunder nor shall the date the same lease nor sublet the premises, or any part thereoff Any scout on or threach or attempted solution or breach of the provisions of this paragraph to Buser, or any acts inconsistent herewith, shall sest no right, title or interest herein or hereunder, or in the said premises in any such transferce, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and soid and insolve the provisions of this Agreement relating to fortesture hereot. voke the provisions of this Agreement relating to forteiture hereof.

Noke the provisions of this Agreement relating to forfesture perect.

\*\*New Survey\*\*

78. Final Closing: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement 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 Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his provides notice to belief that he is prepared to prepay all amounts due defeureer, belief tourismit either shall produce and record at his expense a release deed for the prior mortgage, or obtain a cutrently 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 Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any, Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording if any, Upon repayment of the prior mortgage belief shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer 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 Buyer, 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, Buyer 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 Buyer, and Buyer shall pay and such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

# 29. THIS IN TRUST-

(a) In the event that tole to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Burser when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addlesses of each and every beneficiary or and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Eshibit A

in the beneficiary of the first the control of the rights, benefits, civilgations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee Journal and severally agree to direct the Trustee to persons such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or persons themselves directly. (c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing. Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby. 30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense. 31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth. 32. 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 contest requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. 14. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement. 15. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" 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 or the premises. 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duty executed by the Seller and his spouse, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before the inclinal closing XXX ; otherwise at the Buyer's option this Agreement shall become null and you and ; otherwise at the Buyer's option this Agreement shall become null and sold and the earnest money, if any, shall be refunded to the Buyer. 37, REAL ESTATE FROMER: Seller and Buyer repretent and warrant that no real estate brokers were involved in this transaction公民报刊经济 An executed direction to convey to Purchaser is held in escrow by XMXX Richard To Fitzgerald to be delivered to Purchaser upon payment in full of the purchase price herein. 29th IN WITNESS Of, the parties here's have hereunto set their hands and seals this day of . 19 86 October FIRST ILLINOIS BANK OF EVALSTON, N.A. as Trustee aforesaid S. DONOR lo li trast as Silles This in FINANCIAL SERVICES OFFICER Richard B. Fitzgerald 820 Davis Street KXX. Evanston, Illinois 60201 STATE OF ILLINOIS) IDER CONTAINING EXUNERATION COUNTY OF COOK List offached before execution I, the understaned, a Notary Public in and for said County, in the State afortisaid, DO HEREBY CERTIFY that EDNA S. DONOR, and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that Sile signed, sealed and ' delivered the said instrument as a free and voluntary act, for the uses and purposes here are forth. <sub>19</sub> 86 October ( Given under my hand and official seal, this 29th ay of \_\_\_\_ Noiz y Py Commission expires \_\_\_\_ STATE OF ILLINOISI COUNTY OF COOK

a widow and not since remarried personally known to me to be the same person.

I, the undersigned, a Norre-Public in and for said County, in the State aforesaid, DO MEREBY CERTIFY three H. Prvise his wife personally known to me to be the same person S and Alice whose rame<u>\$</u> argned, scale d and delivered subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

19\_86 Given under my hand and official seal, this 75 day of Coleber

	Vilar Motorsky
Commission expires 1-47-51	Notary Public
STATE OF ILLINOIS)	
COUNTY OF CITY	

a Notary Public in and for said County, in the State Horasaid, do hereby certify that. FIRST ILLIN Vice President of. Marie Com Secretary of said corporation

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such \_Vice President and

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 corporation, for the uses and purposes therein set forth; and

Secretary then and there acknowledged that he, as custodian of secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2

My Commission Expires November 16, 1358

# **UNOFFICIAL COPY**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that to personal liability or personal responsibility is assumed by nor thail at any time be asserted or enforceable against the First willinois Bank of Evanston, N.A. or any of the beneficiaries under ward Trust Agreement, on account of this instrument or on account of ony representations, covenants, undertakings, warranties, industries or agreements of the said Trustee in this instrument Contained either expressed or implied, all such personal liability, if any, haing expressly waived and released. Or Cook County Clark's Office Co

COOK CHANG BEDFORD 住宅を登りたいのできた。 の 年で砂塊 18/66 LEGG 15/1/18/88 15-55:00 044 05(0) 35: 10-1430

Mail TO: Bernand J. MicHNA 1800 SHER MAN AVE Suite 508 EVONSTON. IL, 60201

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