

UNOFFICIAL COPY

1 ALL/Land Title Company of America, Inc. L-32643-C6B/HORNE

8 6 6 1 6 3 7

86616897

ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED

ARTICLES OF AGREEMENT made by and between MID-AMERICA NATIONAL BANK OF CHICAGO, as Trustee under a Trust Agreement dated June 18, 1986, and known as Trust No. 1722, (hereinafter referred to as "Record Title Holder"), and Wai Lun Chan and Kit Ling Chan, of 726 N. Lincoln, Villa Park, IL 60181 (hereinafter referred to as "Purchaser");

W I T N E S S E T H :

For and in consideration of the premises, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. If Purchaser shall make all of the payments and perform all of the covenants and agreements herein provided to be made and performed by Purchaser, at the time and in the manner herein provided, Record Title Holder shall convey to Purchaser, by Trustee's Deed, its title to the real estate commonly known as 326B West 23rd Place legally described as follows:

Unit No. 326B in Oriental Terraces Condominium No. 326 as delineated on a survey of the following described real estate: Lot 53 in Allen C. L. Lee's Subdivision being a resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded 25th day of November, 1985 as Document No. 85-296675 together with its undivided percentage interest in the common elements.

TAX# 17-28-212-066-1002 Jn

86616897

UNOFFICIAL COPY

3 5 6 | 6 3 9 /

1. Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.
2. This Deed is subject to all rights, easements, restrictions, conditions, covenants, and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.
3. Subject to Declaration of party wall rights, covenants, restrictions and easements by grantor dated the 10th day of April, A.D., 1985, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Documents No. 27506504, and as amended by Amendment Recorded October 23, 1985, as Document No. 85-250027, which is incorporated herein by reference thereto. Grantor grants to the grantees, their heirs and assigns, as easements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor reserves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described in said Declaration, the easements thereby created for the benefit of said remaining parcels described in said Declaration and this conveyance is subject to the said easements and right of the Grantor to grant said easements in the conveyances and mortgages of said remaining parcels or any of them, and the parties hereto, for themselves, their heirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

together with all improvements and fixtures, if any, including, but not limited to: All heating, central cooling, ventilating, plumbing and electrical systems and equipment, attached mirrors, shelving, cabinets, and the following items of personal property: range, refrigerator, tacked down carpeting, subject only to the following "permitted exceptions", if any:

86616897

UNOFFICIAL COPY

3 5 6 1 6 5 7 /

A. Covenants, conditions, agreements and restrictions of record.

B. Private, public and utility easements.

C. Building, use or occupancy, and zoning ordinances and regulations.

D. Roads and highways.

E. Special assessments and special taxes not presently confirmed by Court of Record or arising after the date hereof.

F. Special taxes or assessments for improvements not yet completed.

G. General real estate taxes not yet due and payable.

H. Party Wall Rights and agreements, covenants, conditions and restrictions of record terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any, limitations and conditions imposed by the Illinois Condominium Property Act, if applicable, installments of regular assessments due after the time of possession and easements established pursuant to the declaration of condominium.

I. Acts of Purchaser, or anyone acting in Purchaser's behalf.

2. Purchaser shall and does hereby agree to pay to Record Title Holder, c/o Oriental Terraces, Inc., 313 West 23rd Street, Chicago, Illinois 60616, Attention: Allen C.L. Lee or at such place in the City of Chicago, Illinois, as said Oriental Terraces, Inc., may from time to time designate in writing, or to such other person or persons and at such place in the City of Chicago, Illinois, as may be designated in writing by the Record Title Holder, the sum of Sixty-Six Thousand Nine Hundred and No/100s Dollars (66,900.00) to be paid in the following manner:

A. Twenty-Two Thousand Three Hundred Ten & NO/100s 22,310.00) in earnest money, the receipt of which is hereby acknowledged.

86616897

UNOFFICIAL COPY

B. Five Hundred Ninety and No/100s----- Dollars
(\$ 590.00) the balance of the down payment, plus or minus
prorations, the receipt of which is hereby acknowledged.

C. Forty Four Thousand and No/100s----- Dollars
(\$ 44,000.00) together with interest on the unpaid balance of
said sum at a rate of eleven percent (11%) per annum to be
amortized over 15 years payable monthly, the first payment
being due on February 1, 1987 and each subsequent
payment being due on the 1st day of each month thereafter,
with THE FINAL PAYMENT OF THE BALANCE OF THE PRINCIPAL AND
INTEREST DUE IN SEVEN (7) YEARS ON Jan. 1, 1994, ("Installment
payments"). All sums due hereunder may be prepaid in whole or
in part, without premium or penalty, but any partial prepayment
shall be applied first to accrued interest, if any, and the
balance shall be applied to reduce the principle amount
outstanding.

3. The initial closing shall occur on December 19, 1986,
at Land Title Company of America. Final closing shall
occur if and when all covenants and conditions herein to be
performed by Purchaser have been so performed.

4. Possession shall be granted to Purchaser on the 19th day
of December, 1986, provided that the full down payment minus
net prorations due in favor of Purchaser, if any, has been paid
to Record Title Holder in cash, or be 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.

A. Purchaser's taking possession of the premises shall
be conclusive evidence that Purchaser in all respects accepts and
is satisfied with the physical condition of the premises, all
matters shown on the survey and condition of title to the premises
as shown to him on or before the initial closing. Record Title
Holder shall upon said delivery of possession have no further
obligation with respect to the title or to furnish further evidence
thereof, except that Record Title Holder shall remove any exception
or defect not permitted under paragraph 6 resulting from acts
done or suffered by or judgments against Record Title Holder.

86616897

5. When the Record Title Holder is satisfied and has furnished evidence that Purchaser has made all of the payments of interest and principal herein provided to be paid by Purchaser, and has performed all of the covenants and agreements herein to be made and performed by Purchaser hereunder, Record Title Holder shall furnish and deliver to Purchaser its Trustee's Deed in accordance with the terms hereof.

6. At least one (1) business day prior to the initial closing Record Title Holder shall furnish or cause to be furnished to Purchaser at Record Title Holder's expense 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:

A. 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;

B. The "permitted exceptions" set forth in paragraph 1;

C. Prior mortgages permitted in paragraph 11;

D. 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

E. Acts done or suffered by or judgments against the Purchaser, or those claiming by, through or under the Purchaser.

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 9 7

7. If the title commitment discloses unpermitted exceptions, the Record Title Holder 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 Record Title Holder time to have said exceptions waived. If the Record Title Holder 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 Buyer may terminate the contract between the parties, or may elect, upon notice to the Record Title Holder within ten (10) days after the expiration of 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.

A. Every title commitment which conforms with paragraph 6 shall be conclusive evidence of a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

B. If a Special Tax Search, Lien Search, a Judgment Search, or the title commitment disclose judgments against the Purchaser which may become liens, the Record Title Holder may declare this agreement null and void and all earnest money shall be forfeited by the Purchaser.

86616897

UNOFFICIAL COPY

J 6 6 1 6 3 9 7

8. Purchaser shall keep the improvements on premises and the grounds in as good repair and condition as they now are, 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 fireplaces, etc. If however, the said premises shall not be thus kept in good repair, and in a clean, sightly and healthy condition by Purchaser, Record Title Holder 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, sightly, and healthy condition, and Purchaser agrees to pay to Record Title Holder, as so much additional purchase price for the premises, the expenses of the Record Title Holder in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or

B. Notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice and upon default by Purchaser in complying with said notice, then, Record Title Holder may avail himself of such remedies as Record Title Holder may elect, if any, from those that are by this agreement or at law or equity provided.

C. 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 Buyer or others shall belong to and become the property of the Seller without liability or obligation or Seller's part to account to the Buyer therefor or for any part thereof.

85616897

UNOFFICIAL COPY

3 3 3 1 6 3 7 7

9. Purchaser shall not use or occupy the subject premises, or permit the subject premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or cause the value or usefulness of the subject premises, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste.

Purchaser acknowledges that no warranties or representations have been made concerning the condition or repair of the subject premises.

10. Purchaser shall not do any act which shall in any way encumber the title or Record Title Holder in and to the subject premises with the exception of recording this agreement, nor shall the interest or estate of Record Title Holder in the subject premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Purchaser. Purchaser shall not suffer or permit the subject premises to become subject to any mechanics', laborers' or materialmens' lien on account of labor or material furnished to Purchaser or claimed to have been furnished to Purchaser in connection with work of any character performed or claimed to have been performed on the subject premises by, or at the direction or sufferance of Purchaser.

11. Record Title Holder reserves the right to keep a mortgage or trust deed ("prior mortgage") against the title to the subject premises, the lien of which prior mortgage shall, at all

UNOFFICIAL COPY

3 6 6 1 6 3 9 7

times notwithstanding that this agreement is recorded, be prior to the interest that Purchaser may have in the subject premises. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. The Record Title Holder is not permitted to further mortgage or otherwise encumber or cause any lien to attach to the premises which are the subject of sale.

A. In the event Record Title Holder 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, 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 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.

12. Title shall be conveyed to Purchaser when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 6 except that the conveyance shall be by Trustee's Deed. The names and addresses of each and every beneficiary with a power to direct the Record Title Holder is attached hereto and by this reference incorporated herein as Exhibit A. The beneficiaries with the power to direct the Record Title Holder shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties of the Record Title Holder to be enjoyed or performed hereunder and such beneficiaries with the power to direct the Record Title Holder jointly and severally agree to direct the Record Title

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 9 7

Holder to perform such obligations and duties as such beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

13. In the event the premises are subject to a townhouse or condominium homeowners' association, Record Titler Holder shall, prior to the initial closing, furnish Purchaser 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 hereto as a precondition to the transfer of ownership. The purchaser shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

14. Purchaser shall from and after the time specified in paragraph 3 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, with coverage not less than the full insurable value of such improvements for the benefit of the parties hereto, as their interests may appear, such policy or policies shall be held by Record Title Holder, and Purchaser shall pay the premium thereon when due. Insurance shall meet insurer's co-insurance requirements.

UNOFFICIAL COPY

3 6 6 1 6 3 9 7

A. 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 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 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 purchase price.

B. Purchasers shall keep all buildings at any time on the Property insured in Record Title Holder's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Record Title Holder in an amount at least equal to the sum remaining unpaid hereunder. Purchaser shall procure and continue in force in the names of Purchaser and Record Title Holder, 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) Dollars for injuries to persons in one accident, One Hundred Thousand (\$100,000) Dollars for injuries to any one person and Fifty Thousand (\$50,000) 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 Record Title Holder in its sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Record Title Holder and shall deliver to Record Title Holder at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

15. It shall be Purchaser's obligation to pay 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, homeowner association assessments and charges now or hereafter levied or assessed or

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 9 7

charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Record Title Holder with the original or duplicate receipts therefor.

16. Purchaser shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Purchaser 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 Record Title Holder, which amount shall be without premium or penalty. At the time Purchaser provides notice to Record Title Holder that he is prepared to prepay all amounts due hereunder, Record Title Holder forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Record Title Holder 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 mortgage shall be supervised and administered by Purchaser's mortgage lender, if any. Upon repayment of the prior mortgage, Record Title Holder shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Purchaser. Record Title Holder 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

86616897

UNOFFICIAL COPY

8 5 6 1 6 3 9 7

the delivery of the cancelled note to Record Title Holder shall be simultaneous with the delivery of the Deed from Record Title Holder to Purchaser, and to facilitate the delivery of documents and the payments 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 Record Title Holder shall execute and furnish such real estate transfer declarations as may be required to comply with State, County, or local law. Purchaser 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.

17. The Purchaser shall not transfer or assign this Agreement or any interest therein, without the prior written consent of the Record Title Holder, which consent shall not be unreasonably withheld, 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 said premises.

18. No right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, other than rights specifically granted Purchaser in this Agreement shall vest in

86616897

UNOFFICIAL COPY

8 6 6 1 5 3 9 7

the Purchaser until the delivery of the Trustee's Deed aforesaid by the Record Title Holder.

19. No extension, change, modification or amendment to or of this instrument 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 the Purchaser, shall have any force or effect whatsoever except the same shall be by an instrument in writing signed by the Record Title Holder.

20. In case of the failure of the Purchaser to make any of the payments herein required, or any part thereof, within ten (10) days after notice from Record Title Holder; or to perform any of the covenants hereof on Purchaser's part hereby made and entered into within thirty (30) days after notice from Record Title Holder; or if Purchaser shall be adjudged a bankrupt; or if Purchaser shall file or admit the jurisdiction of the Court and the material allegations contained in, any Petition in Bankruptcy, or any Petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws now or hereafter amended; or if Purchaser shall institute any proceedings or shall give his consent to the institution of any proceedings for any relief laws or any laws relating to the relief of debtors, readjustment of indebtedness, arrangement, composition or extension, or shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Purchaser or any of the property of Purchaser; or if a

86616897

Decree or Order appointing a receiver of the property or Purchaser shall be made and such Decree or Order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof; then in any such event this contract shall, at the option of the Record Title Holder or the beneficiaries of the said Trust, to be exercised at any time thereafter, be terminated without notice, and the Purchaser shall forfeit all payments made on this contract, and such payments may be retained by said Record Title Holder or the beneficiaries of the said Trust, in full satisfaction and as liquidated damages by Record Title Holder, or the beneficiaries of the said Trust, sustained, and in such event the Record Title Holder or the beneficiaries of the said Trust shall have the right to re-enter and take possession of the premises aforesaid.

21. In the event this Agreement shall be terminated or forfeited by the Record Title Holder on account of any default, breach or violation by the Purchaser in any of the provisions thereof, this fact shall be conclusively determined by the filing by the Record Title Holder, of a written declaration of termination or forfeiture hereof, in the Recorder's Office of Cook County, Illinois, provided that notice of intent be given to Purchaser at least thirty (30) days prior to filing.

22. Thirty days physical absence by Purchaser with any installment being unpaid and removal of the substantial portion of Purchaser's personal property with reason to believe Purchaser

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 9 /

has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Purchaser. In such event, and in addition to Record Title Holder remedies set forth in paragraphs 21 and 24, Record Title Holder may, but need not, enter upon the premises and act as Purchaser's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this agreement with allowance for then existing market conditions. Purchaser shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Purchaser's interest therein shall thereby pass under this agreement as a bill of sale to Record Title Holder without additional payment to Record Title Holder to Purchaser.

23. Purchaser agrees to protect, indemnify and save harmless Record Title Holder from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Record Title Holder by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the subject premises or any part thereof or the adjoining properties, sidewalks, curbs, streets, or ways; (b) any failure on the part of the Purchaser to perform or comply with any of the

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 7 /

terms of this Agreement; or (c) performance of any labor or services of the furnishing of any materials or other property in respect of the subject premises or any part thereof. The Purchaser shall pay to the Record Title Holder, all costs and expenses, including attorneys' fees, incurred by the Record Title Holder in any action or proceeding to which the Record Title Holder may be made a party by reason of being a party to this Agreement, and the Purchaser will pay to the Record Title Holder, all costs and expenses, including attorneys' fees incurred by the Record Title Holder in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by the Record Title Holder, against the Purchaser on account of the provisions hereof, and all such costs, expenses and attorneys' fees may be included in and form a part of any judgment entered in any proceeding brought by the Record Title Holder against the Purchaser on or under this Agreement.

24. The remedy of termination or forfeiture herein given to the Record Title Holder shall not be exclusive of any other remedy, but the Record Title Holder shall, in case of default or breach, or for any reason herein contained, have every other remedy given by this Agreement and 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 termination or forfeiture, or any other right herein given. No waiver of any breach of any of the covenants of this

86616897

UNOFFICIAL COPY

3 6 6 | 6 3 9 /

Agreement shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

25. None of the covenants, terms or conditions of this Agreement, to be kept and performed by Purchaser, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by Record Title Holder, and no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness by Record Title Holder as to any default in or failure of performance, either in whole or in part, by Purchaser, of any of the covenants, terms and conditions of this Agreement, shall be deemed or construed to be a waiver by Record Title Holder of the right at all times thereafter to insist upon the prompt, full and complete performance by Purchaser of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Purchaser.

26. All notices to or demands upon Record Title Holder or Purchaser desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Record Title Holder to Purchaser shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to Purchaser at _____, or at such address as Purchaser

86616891

UNOFFICIAL COPY

3 6 6 1 6 3 9 /

may theretofore have furnished by written notice to Record Title Holder, and any notices or demands from Purchaser to Record Title Holder shall be deemed to have been duly and sufficiently given if mailed by United States registered mail or certified mail in an envelope properly addressed and stamped to Record Title Holder, c/o Oriental Terraces, Inc., 313 West 23rd Street, Chicago, Illinois 60616, with a copy to Messrs. Ashcraft & Ashcraft, Ltd., 200 East Randolph, 77th Floor, Chicago, Illinois 60601, or at such other address as Record Title Holder may theretofore have furnished by written notice to Purchaser. The effective date of such notice shall be three (3) days after delivery of the same to the United States Post Office for mailing.

27. Time is the essence of this Agreement, and all provisions herein relating thereto shall be strictly construed.

28. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree to subject themselves to the in personam and in rem jurisdiction of the courts of the State of Illinois and that the Circuit Court of Cook County shall be the forum in which such jurisdiction shall be invoked.

86616897

UNOFFICIAL COPY

3 6 6 1 6 3 7 7

30. Any payment not made within ten (10) days of its due date shall bear a late charge of _____ per day.

31. The covenants and agreements herein contained, shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

32. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the warranties, representations, covenants, undertakings 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 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 no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against Mid-America National Bank of Chicago, on account of this instrument or on account of any warranty, representation, covenant, undertaking or agreement of said Trustee in this instrument contained either expressed or implied, all such personal liability, if any being expressly waived and released.

86616897

UNOFFICIAL COPY

3 5 6 1 6 3 9 1

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 19 day of December, 1986.

MID-AMERICA NATIONAL BANK OF CHICAGO, as Trustee Under Trust Agreement, Dated June 18, 1986, and Known as Trust No. 1722, AND NOT PERSONALLY,

PURCHASERS:

Wai Lun Chan (SEAL)
Wai Lun Chan

By: Joseph T. Lass
Its: J. T. Lass

Kit Ling Chan (SEAL)
Kit Ling Chan

ATTEST: L. A. Schmitt

Signed and sworn to before me, a Notary Public in and for the County of Cook, State of Illinois, this 19th day of December, 1986.

KATHLEEN E. HORNE



PREPARED BY:

Randall C. Romei
Ashcraft & Ashcraft, Ltd.
77th Floor
200 East Randolph
Chicago, Illinois 60601
(312) 819-0500



John Even, Attorney at Law
SCHUYLER, ROCHE & ZWIRNER
3100 Prudential Plaza
Chicago, IL 60601

86616897

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY RECORDER

#1029 # D * -85-716897

T#4444 TRAN 0978 12/24/86 11:17:00

DEPT-01 RECORDING

526.60

86-616897

3150