ARTICLES OF AGREEMENT FOR DEED  RAYMOND K. SCHNIEPP and Address: 365 Mors, Wheeling, IL 60090
1. MUYAN Address 250 Ellicolit, wheeling, 11. 00050
County: State of Illingia agrees to ourchase and Stites Citizens Bank & Trust
Company TAD 3-15-77, No. 66-3188 Address
Cook County; State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of TWO HUNDRED FIVE THOUSAND Of 100 Dultars (\$ 205,000.00 ) the PROPERTY commonly known as 636 Pickwick
Mount Prospect, IL 6005 millegally described as follows:
-TAX-08-14-401-065 K
PROPERTY ADDRESS - 6:36 PICKWICK, MT. PROSPECT, ILLINOIS
therematic referred to as "the premises").
with approximate lot dimensions of 56.50 X 142.57 unprovements and fixtures, If any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water bester; xyrantecoelercthordical systems and distinct and complete the company of the control
hat water heater; no subtraction is the control of
roof or aftic Y.V. antenna; all planted vegetation; <b>antickets to the local and the following items</b> of personal property.
six refrigerators, six stoves, six wall unit air-conditioners. & Smoke Detectors  2 Fire extinguishers, I sump Pump, 6 Range hoods, 463 Pearpeting
RHJ.H.
代し、ロス・内・ All of the foregoing items shad be felt 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
2. 1145 DEED:
a. If the Buyer shall first make all the proteints and perform all the covenants and agreements in this agreement required to be made and performed by said Boyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer to
inint tenancy) or his nonlinee, by a recreatible, stamped general Trustee's deed with release of homestead rights, good fifth to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and
payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, condi- tions and covenants of record; (d) Zoning laws and c, dinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, facetals and
diantile, pipe or other conduit; (g) It the property is other than a detached, single-family home; party walls, party wall rights and agree- nesses expensions. Conditions and restrictions of second feaths, provisions, convenants, and conditions of the declaration of condominations.
if any and all amendments thereto: any extensity exhibited by or implied from the said declaration of condominium or amendments.
thereto, if any; finitations and conditions imposed by the Phonic Condominium Property Act, if applicable; installments of accomment due after the time of possession and easements established jursuant to the declaration of condominium. Tenant is leases & lauridry b. The performance of all the coverants and conditions neven to be performed by Buyer shall be a condition precedent to believe roots. Lease
ROCER and LUCTLE HOCKEVE, pareament
I INSTALLMENT PURCHASE: Buyer bereby coverants and agrees to pay to be the Blain W. Prospect Helghis, IL
60070 or to such other person or at such of her place as Seller may from lineau time designate in writing the price and interest on the balance of the purchase price ren. Seller from time to time unpaid from the date of mital closing at
. trolino
(a) flayer has paid \$ 500.00 check  (Indicate check and/or note and due date) (and will pay withindays the adult has sum of \$) as noticest money to be applied on the purchase price. The carnest money shall be held by Robect_W. Heinze  (b) As the time of the initial closing, the additional sum of \$_24.500.00, plus or minus protations, if any, as is hereinalize provided.
(Indicate check and/or note and due date) (and will pay within days the adult half sum of \$) at noticest indicate to be applied on the purchase price. The carnest money shall be held by Roise ct_W. Heinze
for the manual benefit of the parties concerned;
(b) As the time of the initial closing, the additional sum of \$.24,500,00, plus or minus proteining, it any, as is begressating proceeding, and
on January 15, 1986, \$25,000.00. \$155,000.00
to the paid in equal 120 installments of \$ 1,632,50 wach, commencing on the
day of vent But y , 1990 , and on the day of each thereafter until the purchase price is paid in tall well and
("Installment payments"); Prepayment of balance due may be made without penalty after January 1, 1989.  (d) The (inal payment of the purchase price and all accrued but unpaid interest and other charges as hereinally a provided, it not spongs
paid shall be due on the 18t day of January, 19.96; If payments are made as provided herein, the final payment shall be \$136,022.40.  (e) All payments received hereunder shall be applied in the following order of priority: first, to interest accurage and any opening one.
paid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subseque at least the date of this Agreement may become a lieu 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 inserest to Seller shall be received not in tenancy in common, but in Joint tenancy with the right to survivorship.
4. CLOSINGS: The "initial closing" shall occur on December 31 ,19 85, for on the date, if any, to which said date is
extended by reason of subparagraph 8 (b) at Ar Ington beights The "Final cleaning" shall occur if and when all covenants and conditions herein to be performed by Bufer have been so performed.
5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on December 31,, 185, provided that the full
down payment minus net otorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified cheek on the mittal closing date, and turilier provided that Buyer on such initial closing date is otherwise not in default hereunder.
6 PRIOR MORTGAGES:
(a) Seller reserves the right to knep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a halunce
morigage shall, at all times notwithstanding that this Agreement is recorded, be prior to the laterest that Buyor may have in the promises, and flager expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the
index secured thereby). No morigage or trust deed placed on said premises including any such prior morigage shall in any way accelerate the time or payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that
provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way testrict the right of propayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has season to believe a default may use, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mutigage.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or pernin there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such thelault and to offset the amount so paid or expended including all incidental costs, expentes and attorney's fees attendant thereto incurred by fluyer to prutect Buyer's interests bereunder from the unpaid balance of the purchase powers from the installment payments to be made under this Agreement.

7. SURVEY: Prior to the mittal closing, Seller shall deliver to Buyer or his agent a sported survey of the premises, certified by a licensed surveyor, knowing all exempents and huilding lices. (In the event the premises is a comboninum, only a equ. of the pages showing said premises made recorded survey attached to the Dielassian of condumnium shall be required?

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Illus thereof, of Lot 1 in Linneman's Division of the West 1/2 of the Southeast 1/2 of Section 14, Township 41 North, Range 11, the South line of the North 142.59 feet thereof, from a point on aforesaid South line The West 56.5 feet as measured at right angles to the West line thereof, of that part of the North 142.59 feet, as measured on the East and Vest lines thereof of the West East of the Third Principal Meridian, lying Part of a line drawn at right angles to 292.99 feet West of the Southeast Corner thereof in Gook County, Illinois, 550 feet, as measured on the North and South 1 Parcel 2:

Basement for ingress and egress for the benefit of Parcel 1 as contained in Document 21473473, in Cook County, Illinois.

C/O/A/S O/FE

861808 A 2177

(a) At least one (1) business de

(a) At least one (1) business day priot to he what closing, Selies will furth a way as the whited to buyer at Selies's expense as commercial pricate Company licensed by the Registrate and Alexanda Special Assemblates as 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 suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed; if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or In the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the 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 pure base price, liens or encumbrances of a definite or ascertainab

(c) Every little commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to att 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 Seller 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 of defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITE at Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, it arms, as to which the title insurer commits to extend insurance in the manner specified in paragraph 5. In the event title in the property is need in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the tiencliciary or benefit fair's operations. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as an approximation or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

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

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

the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general, at its, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the deteroit initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon rectain of the actual tax bill. Fastivery measurements are provided as within the point shall be important and initial closing attention and the first installation of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are interestable of the actual tax bill. Fastivery measurements are actual tax bill. Fastivery measurement

13. SELLER'S REPRESENTATIONS:
(a) 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.

sener, 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, but not limited to the following, are in operating condition; all mechanical equipment; heating and cooling equipment; water heaters and any miscellaneous mechanical pe sonal property to be transferred to the fluyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the fluyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct." deficiency, IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCIUNED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO TURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property act to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good reads and condition as they now are, ordinary wear and tear excepted. Buyer 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 a velocity and in a clean, sightly, and healthy condition by Buyer, seller may either (a) even same, himself, one by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreen entola in interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said 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 Buyer agrees to pay to Seller, as so much additional purchase price for the gremises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition or (b) forty the fluyer to make such repairs and to place said premises in a clean, sightly, and healthy condition or (b) forty the fluyer to make such repairs and to place said premises in a clean, sightly, and healthy condition or (b) forty the fluyer 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:

19. 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 polities 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 mortgages or tustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall now the premium thereon when the EXISTING INSURANCE WHERE POSSIBLE SHALL DE ASSIBLEDED OF THE PARTIES.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any thousance 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 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 CMARGES: 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, tees, 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 increpts

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

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The lunds shall be held by Select it in its flutton he deposits a caccausts of which a least used of luars fined by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the argementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall the such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which beller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer'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 pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

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

### 19. BUYER'S INTEREST:

(a) No right, title, at interest, legal or equitable, in the pemises described herein, or in any part thereof, shall vest 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 lapse of time, (orfeiture 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 on Seller's part to account to the Buyer 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 of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and in each of any and all lien or claim of lien against the subject premises, and no contract or agreement, or all or written. shall be executed by no Juyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of fien upon the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

### 21. PERFORMANCE:

21. PERFORMANCE:

(a) If Buyer (1) defaults by fir ling to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such defaults by not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covernant or agreement item of such default is not cured by Buyer within thirty [30] days after written notice to Buyer (unless the default involves a dangerous condulo) which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Soller shall have any one or more in a following remedies in addition to all other rights and remedies provided at law or in equity; (ii) maintain an action for any unpaid installer opts; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstale as provided in that Activities and the provided and provided and the provide

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

(c) If default is based upon the fallure to pay taxes, at lessments, insurance, or liens, Sellet may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late that ge lot exceeding 5% of any sum due hereunder which Seller elects to accept

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfelted and determined, if within 20 days after such written notice of default, Duyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures my other defaults of a monetary nature affecting the premises or monetary claims arising from acis or obligations of Buyer under this Agreemen.

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 fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceedings to which Buyer or Seller is made a party to any 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, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically walved 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 falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession becauser, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally, on by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or 110 the Ruyer at the address of the premises. Notice shall be deemed made when malled or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacaled the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer, in such event, and in addition to Soller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to ressell 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 sale to Selly is about additional payment by Seller to fluyer.

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

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-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year, interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSEGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the provisions of this seasons subtles die premises; or any partition of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, little or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Sellier may, at Sellier's option, declare this Agreement null and vold and invoke the provisions of this Agreement relating to forfeiture hereof.

28. 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 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, Selfer forthwith either shall produce and record at his expense a release theed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release theed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Selfer 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 Selfer shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Selfer 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 Selfer shall be simultaneous with the delivery of the Deed from Selfer 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 Selfer shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Selfer shall pay the amount of any stamp tax then imposed by State or County law on t 28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the per-

(a) In the event that little to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and it 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 addresses of each and every heneliciary of and person with a power to direct this Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

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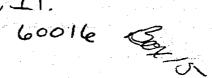
cumulatively be deemed to pointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform 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. 36. 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 context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall he freely interchangeable. 33. PROVISIONS SEVERABLE: the unenforceability or invalidity of any provision or provisions hereof shall not render any other provisions or provisions herein contained unenforceable or invalid. 34. 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. 35. 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 duly 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 ; otherwise at the Boyer's option this Agreement shall become null and void and the earnest money, if co,, shall be refunded to the Ituyer. 17. REAL ESTATE BROKET: Seller and Huyer represent and warrant that no real estate brokers were involved in this transaction and Heinze, 422 <u>Dre Dàred</u> talatine; IN WITNESS OF, the parties hereto have becomes set their hands and seals this DECEMBER 85. day at SELLER: CITIZENS BANK & TRUST COMPANY, Trustee U/T/A dated March 15, 422 Comfort Lane Robert M. Heinke. Palatine, IVInois 60067 STATE OF ILLINOIS) COUNTY OF Cook person whose name, acknowledged that the sign Given under my hand and official seal, this 31 day of Dece My Commission Expires Jan. 7, 1986 Commission expire STATE OF ILLINOIS) COUNTY OILO the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

O SOL personally known to me to be the same person. The subsubscribed to the foregoing instrument appeared before me this day in person, and acknowledged that 100 figured; sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein, set forth. \_day of Given under my hand and official seal, this Commission expire My Commission Expires Ian 7, 1986 STATE OF ILLINOIS) COUNTY OF a Motary Public in and for said County, in the State aforesaid, do hereby certify that 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 1.77 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 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 \_\_\_\_\_day of

**Notary Public** 

Commission expires .....

Mail to: Debra Ritt Lester 540 S. Anita St. DesPlaines, II.



### RIDER TO ARTICLES OF AGREEMENT FOR DEED

This Rider is made a part of and incorporated into the Articles of Agreement for Deed dated No. 31,183 for the sale of the property commonly known as 636 Pickwick, Mount Propsect, I1. entered into by Citizens Bank and Trust Compnay TAD 3-15-77, No. 66-3188, (Seller) and Raymond K. Schniepp and Keith J. Moser, (Buyers).

It is agreed by and between the parties hereto as follows:

1. There will be no prepayment penalty under this Agreement, however, if the Buyer's do pay the entire sum due under the agreeemnt prior to January 1, 1995, Duyers agree to pay any prepayment penalty due under the Seller's first mortgage. Buyer's further agree that if the sum due under the contract is paid prior to January 1, 1996, the payment of this sum will be made in three equal installments over a period of three years, with one payment being made each year. The seller agrees to render the Deed to the property and all other documents required to transfer the property when the first installment is paid. The remaining two-thirds of the payment will be placed in an interest bearing account for the benefit of the Seller, with payments being made to the Seller in the next succeeding two years. Buyers agree to execute any and all documents necessary in order to hold these funds for the benefit of the Seller.

2. With reference to Paragraph 18 of the Articles of Agreement for Warranty Deed, the parties agree that the first payment of 1/12th of the real estate taxes will be due July 1, 1986 and that 1/12th of the yearly taxes will be deposited with the Seller montely thereafter.

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