

AGREEMENT, made this 2nd day of April, 1986, between LASALLE NATIONAL BANK as Trustee under Trust No. 10-36091-09 (Successor to Exchange National Bank of Chicago as Trustee under Trust No. 1-6124 dated April 17, 1986) and Purchaser, and WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby agrees and agrees to convey to Purchaser in fee simple by Seller's recordable deed, with waiver of homestead rights to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois, as follows:

(See Exhibit A attached hereto) plus parking space number 14, and further described as Unit 618-3, 618 Oakton Street, Evanston, Illinois, together with the following personal property: electric, plumbing, and other attached fixtures as installed; one refrigerator; one range; and locks and lock hardware. the date possession of the premises and Seller further agrees to furnish to Purchaser on or before is delivered. 1986, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title & Trust Company. (b) Owners title insurance policy in the amount of the price, issued by Illinois National Bank of Chicago, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Mr. Howard Natl. Joseph J. Freed and Associates, 304 East Rand Road, Arlington Heights, IL 60004 the price of Thirty-One Thousand and Forty Two and no/100 (\$31,942.00) Dollars in the manner following, to-wit: \$10,000, plus or minus prorations, by cashiers check, upon the date possession of the premises is delivered; and \$21,942.00

with interest at the rate of 9.41 percent per annum payable with the principal of the loan. The date of closing, which shall be such subject to rights of tenants in possession, shall be delivered to Purchaser in merchantable title, as provided herein, as shall be set by Seller by Notice to Purchaser, which closing shall be at the offices of Robenthal & Schaninger, 55 E. Monroe, Chicago, IL 60603. Assessments, taxes, rents, water taxes, insurance premiums and other similar items, to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the premises, including property taxes, shall be paid by Seller as they become due, and agreed between the parties hereto. It is further expressly understood and agreed between the parties hereto that the date of delivery of possession shall be the date of delivery of possession of the premises. Seller shall be responsible for the payment of all taxes and assessments on the premises, including property taxes, and shall keep the buildings and improvements in good repair and shall pay for all other repairs or improvements on or to the premises, and if Purchaser fails to make any such repairs or improvements on or to the premises, Seller may elect to make such repairs or improvements on or to the premises, and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 10 percent per annum until paid. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements on the premises, unless it shall contain such express specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties at all times. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Seller shall deliver the purchase price to Seller.

2. Purchaser shall pay before accrual of any penalty any and all taxes and assessments on the premises pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Seller shall deliver to Seller duplicate receipts showing timely payment thereof. Seller shall keep the buildings and improvements on the premises in good repair and shall pay for all other repairs or improvements on or to the premises, and if Purchaser fails to make any such repairs or improvements on or to the premises, Seller may elect to make such repairs or improvements on or to the premises, and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 10 percent per annum until paid. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements on the premises, unless it shall contain such express specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties at all times. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Seller shall deliver the purchase price to Seller.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Seller shall deliver the purchase price to Seller. (Strike out all but one of the clauses (a), (b) and (c).)

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Received on within Agreement
the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY
		8617402	

GEORGE E. JLE. S
LEGAL F S

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at _____ per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and Seller will pay to Seller an account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture hereunder shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason hereunder, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

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

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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at c/o Mr. Howard Naft, Joseph J. Freed and Asso., 304 East Rand Road, or to Arlington Heights, IL 60004 Purchaser at 2614 Isabella Street, Evanston, Illinois 60201, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

20. Seller warrants to Purchaser that no notice in any city, village or town governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of this agreement.

22. Seller shall be bound by the terms and conditions of the deed attached hereto for deed and all other documents or instruments in connection with this agreement, the parties to this agreement shall intend to set their hands and seals in duplicate, the day and year first above written.

Scaled and Delivered in the presence of
Trustee's Commission under Attached Hereto and Made a Part Hereof

By _____
ASSTANT SECRETARY

EXEMPTION provided by the Department of State in connection with any
transfer of title to a State National Bank, or any branch of the same, is hereby
Expressly Made a part hereof.

PURCHASER : LAKE SHORE NATIONAL BANK AS
TRUSTEE UNDER TRUST NO. I-6124
AND NOT INDIVIDUALLY
BY _____ (SEAL)
LASALLE NATIONAL BANK AS TRUSTEE
OF AFORESAID AND NOT INDIVIDUALLY
SICARIES : _____

JAMES H. FREED
LOUIS NAFT
HOWARD NAFT
JOSEPH J. FREED

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Rider Containing Exoneration Provisions Restricting Liability of Lake Shore National Bank ("Trustee")

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 and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 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 no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lake Shore National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this Instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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RIDER TO INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED
DATED APRIL 2, 1986 BY AND BETWEEN
LASALLE NATIONAL BANK, not personally but solely
as Trustee under Trust No. 10-36091-09 ("Seller")
and LAKE SHORE NATIONAL BANK, not personally but solely
as Trustee under Trust No. 1-6124 ("Purchaser")

- R-1. Notwithstanding anything in said Installment Agreement for Trustees Deed to the contrary or inconsistent herewith, the terms and conditions of this Rider shall supersede and govern in all respects.
- R-2. Seller represents that as of the date of acceptance hereof, the monthly condominium association assessment pertaining to this Unit is \$137.02.
- R-3. On the date of closing, Seller shall provide to Purchaser the following items:
- (A) A copy of the Condominium Declaration, By-Laws and other rules and regulations of the Colonial Oaks Condominium Association; and
 - (B) A statement from the proper condominium representative certifying that Seller is current in the payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the Declaration of Condominium or By-Laws thereof for the transfer of ownership.
- R-4. (a) The \$21,942 principal balance of the purchase price, together with interest at the rate of 9.41% per annum on the balance of such principal remaining from time to time unpaid from and after the date of delivery to Purchaser of possession of the premises, shall be paid by Purchaser in seventy-two (72) consecutive equal monthly installments of principal and interest in the amount of \$400 beginning on the first day of the month next following the date on which possession of the premises is delivered to Purchaser and on the first day of the month thereafter continuing for 71 months.
- (b) All payments under this paragraph R-4 shall be applied first to interest on the unpaid principal balance and any remainder to principal.
- R-5. ^(AN NOT IN TRUSTEE) Seller and Purchaser both represent and warrant that no fees or commissions are due to any real estate broker or agent with respect to this transaction. In the event of a breach of such covenant, each party hereby indemnifies and holds the other harmless of and from each and every claim for fees or commissions made against such other party.
- R-6. Upon delivery of the trustee deed hereunder, Seller shall pay the amount of any stamp tax imposed by state and county law on the transfer of title, and shall furnish completed real estate transfer declarations signed by Seller or Seller's agent in the form required

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pursuant to the Real Estate Transfer Act of the State of Illinois, and shall furnish any declaration signed by Seller or Seller's agent to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.

- R-7. Purchaser shall procure, if available, and maintain for the mutual benefit of Seller, its beneficiary, and Purchaser, during the term of this Agreement, general liability insurance against claims for personal injury and property damage on or about the Premises in such companies and form as are approved by Seller, with limits of not less than \$100,000 with respect to each person, \$300,000 with respect to any one occurrence causing bodily injury or death, and \$50,000 for property damage. If such amounts are not available, Purchaser shall procure and maintain lesser amounts of insurance equal to the highest amount of available insurance.
- R-8. All insurance policies required to be maintained hereunder by Purchaser shall be deposited with Seller on the date of delivery of possession, and shall provide that same may not be cancelled by the insurance companies without fifteen (15) days prior written notice to Seller, and may not be cancelled by Purchaser without the express written consent of Seller. Not less than fifteen (15) days prior to the expiration of any insurance policy Purchaser shall deliver a renewal policy to Seller.
- R-9. Purchaser agrees to deposit with Seller, on the first day of each month, commencing the first day of the first calendar month following the month in which possession is delivered, an additional amount equal to one-twelfth (1/12) of the annual real estate taxes and assessments on the Premises, as reasonably estimated by Seller. Seller shall apply such deposits to pay the taxes as they become due. If the amounts deposited shall be insufficient to pay the taxes, Purchaser shall deposit the deficiency forthwith upon written demand by Seller. Such deposits are pledged by Purchaser to further secure the obligations and agreements of Purchaser hereunder. No interest or other income is payable thereon.
- R-10. Purchaser agrees to pay directly to the condominium Association all monthly assessments and any other special charges. Purchaser shall send copies of all notices of default from the Condominium Association, if any, to Seller within five days of receipt of such notice and shall use its best efforts to cause the Condominium Association to send Seller a copy of all notices of non-payment of such assessments and charges.
- R-11. Purchaser has examined the Premises and personal property therein being sold hereunder, is fully cognizant of the conditions thereof, and takes possession of same "as is", in their present physical condition. Purchaser acknowledges that no representations, warranties or statements, express or implied, have been made to Purchaser respecting the condition of the Premises, or any part thereof, except as in this Agreement expressly set forth.

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- R-12. Purchaser agrees to keep all personal property to be transferred hereunder in good order, condition and repair, free and clear of any chattel mortgages, conditional sales agreements, security agreements or any other liens, encumbrances or claims.
- R-13. Purchaser will not create, cause or maintain, or suffer to be maintained, any nuisance in or about the Premises. Purchaser will not use the Premises, or suffer the same to be used, for any illegal or unlawful purpose, or in any hazardous manner.
- R-14. Purchaser will not commit, or suffer to be committed, any breach or violation of any of the conditions, restrictions, limitations or covenants relating to the Premises including, without limitation, those set forth in the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for Colonial Oaks Condominium Association.
- R-15. Seller, with prior adequate notice, shall have the right to enter on the Premises at all reasonable times to determine Purchaser's compliance with their undertakings herein.
- R-16. Purchaser does hereby agree to indemnify Seller from and against any and all claims, demands, causes of action, liability, damages, judgments, decrees, fines, penalties, expenses, costs and fees of whatsoever nature arising out of or in any way connected with any act or omission of Purchaser under this Agreement.
- R-17. Purchaser shall pay all charges incurred after the date of possession for utilities now or hereafter serving the Premises including, but not limited to, charges for water, gas, sewer, steam, electricity, heating fuel and waste disposal, and which are not otherwise paid through the payment of the assessments and monthly charges to the Condominium Association.
- R-18. No delay or omission by Seller to exercise any right or power arising in consequence of any default of Purchaser hereunder shall impair any such right or power or be construed to be a waiver of any default of any acquiescence thereto. No waiver of any breach of any term, condition, covenant or provision of this Agreement shall be deemed to be a waiver of any other breach or a waiver of any further or succeeding breach of the same term, condition, covenant or provision.
- R-19. The obligations of the Seller and Purchaser hereunder is subject to the waiver of the right of first refusal, if any, by the Colonial Oaks Condominium Association.
- R-20. This Agreement contains the entire agreement between the parties respecting the matters set forth herein and supersedes all prior agreements between the parties respecting such matters. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.
- R-21. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

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R-22. Wherever applicable in this Agreement, the singular and the plural shall be freely interchangeable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Trustee's Exemption to be Applied Herein and Made a Part Hereof

SELLER:

LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust No. 10-36091-09 (Successor Trustee to Exchange National Bank of Chicago as Trustees under Trust No. 36091 dated October 24, 1979.)

By:

[Signature]

ASSISTANT SECRETARY

BENEFICIARIES:

[Signature]
HOWARD NAFT

[Signature]
LOIS NAFT

[Signature]
JOSEPH FREED

Exoneration provisions restricting any liability of Lake Shore National Bank, attached hereto as Rider, is hereby expressly made a part hereof.

PURCHASER:

LAKE SHORE NATIONAL BANK, not personally but solely as Trustee under Trust No. 1-6124

[Signature]
[Signature]

This Contract is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 10-36091-09 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. *nor to collect any payments

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Rider Containing Exoneration Provisions
Restricting Liability of Lake Shore National Bank ("Trustee")

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 and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 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 no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lake Shore National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this Instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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EXHIBIT A

Unit Number 618-3 and Parking Space Number 14 in COLONIAL OAKS CONDOMINIUM as delineated on survey of the following described parcel of real estate:

Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 2 in Charles W. James' Addition to Evanston, being a subdivision of that part of the North 1/2 of the North East 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, lying west of the right of way of the Chicago and Northwestern Railroad Company (except from said premises the North 77.7 Feet thereof) in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document Number 2516094 together with its undivided percentage interest in the common elements.

1. D. T. 11-30-200-036-1018
COMMONLY KNOWN AS UNIT 618-3
618 OAKTON
EVANSTON, ILLINOIS

Property of Cook County Clerk's Office

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GUARANTY

H.S.
P.H.

In consideration of, and as material inducement for the execution and delivery of the Installment Contract ("Installment Contract") dated April 2, 1986, by LASALLE NATIONAL BANK as Trustee under Trust No. 10-36091-09 (successor trustee to Exchange National Bank of Chicago as Trustee under Trust No. 36091 dated October 29, 1979) and HOWARD NAFT, LOIS NAFT, and JOSEPH J. FREED (hereinafter collectively called the "Seller"), to LAKE SHORE NATIONAL BANK as Trustee under Trust No. 1-6124, the Purchaser therein named (hereinafter called the "Purchaser"), and in further consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration paid by the Seller to the undersigned, the undersigned (hereinafter called the "Guarantors") do hereby guaranty to the Seller, his successors and assigns, the full and prompt payment of all installment payments due and all other sums and charges payable by the Purchaser, its successors and assigns, under said Installment Contract, in full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by the Purchaser, its successors and assigns; and the Guarantors do hereby covenant and agree to and with the Seller, its successors and assigns, that if default shall at any time be made by the Purchaser, its successors and assigns, in the payment of any such installment payments due, payable by the Purchaser under said Installment Contract, or in the performance of any of the terms, covenants, provisions or conditions contained in said Installment Contract, the Guarantors will forthwith pay such installment payments due to the Seller, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all such terms, covenants, conditions and provisions and pay to the Seller all damages that may arise in consequence of any default by the Purchaser, its successors and assigns under said Installment Contract, including without limitation, all reasonable attorneys' fees incurred by the Seller or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantors, its successors and assigns, without the necessity for any suit or proceedings on the Seller's part of any kind or nature whatsoever against the Purchaser, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance to

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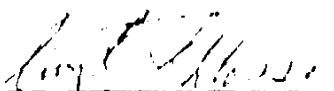
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which the Guarantors might otherwise be entitled, all of which the Guarantors do hereby expressly waive; and the Guarantors do hereby expressly agree that the validity of this Guaranty and the obligations of the Guarantors hereunder shall in no way be terminated, effected or impaired by reason of the assertion or the failure to assert by the Seller against the Purchaser, or the Purchaser's successors and assigns, of any of the rights or remedies reserved to the Seller pursuant to the provisions of said Installment Contract. The Guaranty shall be a continuing guaranty, and the liability of the Guarantors hereunder shall in no way be affected, modified or diminished by reason of any changes to said Installment Contract. Guarantors do hereby also agree that their liability for the obligations under this Guaranty shall be joint and several.

Guarantors have reviewed and approved a copy of the Installment Contract. Guarantors have been advised and fully understand that the Installment Contract has been executed and delivered by the Seller upon substantial reliance of the due execution, delivery and enforceability of this Guaranty. Therefore, Guarantors do hereby warrant that this Guaranty has been duly executed and delivered, and together with the Installment Contract, is enforceable in strict accordance with its terms. Guarantors further agree that it is and shall hereafter be estopped from denying the due execution, delivery or enforceability of any of the terms, provisions or conditions of this Guaranty or of the Installment Contract.

Dated: April 2, 1986.

GUARANTORS:


KURT SCHLOSSER


PETER SCHLOSSER

Subscribed and sworn to
before me this 2nd day
of April, 1986.


NOTARY PUBLIC

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