or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price (e) (a) night from time to time unpaid from the date of initial closing at percent (2.75) per annum, all payable in the manner following to wit the rate of Nine and 75/100ths (a) Buyer has paid \$ 25,000.00 by personal check (Indicate check and/or note and due date) land will pay within______days the additional sum of \$____ money to be applied on the purchase price. The earnest money shall be held by <u>Vranas & Associates</u> for the mutual benefit of the parties concerned; (b) At the time of the initial closing, the additional sum of \$125,000.00 plus or minus projetions, if any, as is hereinafter provided; (c) The balance of the purchase price, to wit: \$ 925,000.00 to be paid in equal _each, commencing on the monthly installments of \$_8,200,00

b. The performance of all the covenants and conditions for an to be performed by Buyer shall be a condition precedent to Seifer's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 360). W. Devon, Chicago, II. 60659

c/o Vranas & Associates

JALX 86 and on the day of exchant hereafter in with purchase price is paid in full _ 19. ("Installment payments"); (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as heise lafter provided, if not sooner 143/ paid shall be due on the 154 day of_ JUNE . 19<u>96</u> :

paid shall be due on the ISE day of ISE 1996;

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and wing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the total survey.

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the tright of sur

6, 4. CLOSINGS: The "initial closing" shall occur on ___JUNE ... 19_86 , for on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at Community Title Guaranty Company if and when all covenants and conditions herein to be performed by Buyer have been so performed. .. "Final closing" shall occur

5. POSSESSION: Possession/Subject to leases and tenanciaes June 19 86, provided that the full down payment minus net providing due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the and dayer expecting agrees upon demand to execute and acknowledge together with seller any such mortgage or trust deed that he notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of 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 restrict the right of prepayment, 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 reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

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

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contact date and all eatements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

MAIL TO: IGNAZ KRATZ, S. LA SALLE, CHICAGO, ILL 29

Property of Cook County Clerk's Office

UNOFFICIAL ÇQPY₃

8. THE:

(a) At least one (3) business day prior to the initial closing. Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real extate 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 perfaining 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 associate to Briser or those claiming by through or under the Briser. against the Buyer, or those claiming by, through or under the Buyer,

against the Buyer, or more claiming by, strongs of 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 fille 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 little insurance specified above as to such exceptions, within the specified time, the Buser may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buser does not so elect, the contract between the parties shall become null and sold, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

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

(e) Buyer's taking possession of the premises shall be conclosive 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 rescept that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or indigenents against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TIME: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title covering said date, so before only to those permitted exceptions set furth in paragraph 2, prior morigages permitted in paragraph 6 and unpermitted exception, if, ny, as to which the isle insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property which in trust, the Altidast of Title required to be turnished by Seller shall be signed by the Trustee and the beneficiary or beneficiary or beneficiary or sense of the commitment of the commitment and such other documents as an existence of the issuer of the commitment for title insurance.

(a) In the event the premises are object to a townhouse, condominium or other homeowner's association. Selfer shall or itial closing, furnish Buyer a states serif from the Board of managers, treasurer or managing agont of the amountain certifying payment or assessments and, if applicable, proof of waiser or termination of any right of fine amount or general option contained in the declaration or bylaws together with any other documents regulated by a factor ation or bylaws thereto as a precondition to the transfer of ownership

shall comply with any cover in a conditions, restrictions or declarations of record with respect to the premises as well as

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

12. ESCROW CLOSING: At the election of Seller or Busy r, upon notice to the other party nor less than five (5) dass prior to the date of either the initial or final closing, this transaction or the roller ance contemplated hereby shall be made through excrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement to deed in insistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstan ling, installments or pasiments due thereafter and delivery of the Deed shall be made through escrow. The cost of the excrowincluding an ancillars money lender's escrow, shall be paid by the party requesting in

13. SELLERS REFERENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any cits, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described being exist Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of everylion or the Agreement, except those hereto fore corrected and the notice attached as Exhibit 18.

dition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electricities which the premises and any miscellaneous mechanical persual property to a sensitierted to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer for its representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Sellers and the content of deficiency. In the ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR FOR THE DATE SPECIFIED CR. INSTITUTE CONDITION OF THE ABOVE FOLIPMENT IS SATISFACTORY TO THE BY NET AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY SULTH REFERENCE THERETO.

agrees to leave the premises in broom clean condition. All refuse and personal property or Ltu be delivered to Buyer shall be

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good rep. it 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, sentilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonty including chimneys and ticeplaces, etc. 11, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Selfer may either lost every example, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreemer. (c., as interference with Buyer'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 Buyer agrees to pay to Selfer, as so much additional purchase price for in-premises, the expenses of the Selfer in making said repairs and in placing the premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Selfer may avail hit such of such remedies as Selfer may elect, if any, from those that are by this Agreement or at law or equity provided.

25. 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 premise, but until payment in full of the purchase price is made? (COCC) such personal property, fixtures or equipment the bettern on the premises, without the prior written consent of the Seller.

**Crant a Lien to Seller for ** and they shall not

then due. * OR THE COMMERCIAL EQUIVILENT THEREOF FOR APARIMENT BUILDINGS

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds

to which either or both of the parties hereto shall be

be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph), Buyer shall deposit with the Seller on the day each installment payment is due, or if none 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 therein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated 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 deposits required hereunder shall constitute a breach of this Agreement.

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The funds shall be held by Siller intuminated in the depositional counsel with Deposited of guarantees by Excederal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned 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 as dispursed. 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 luture 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 due such exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such exceeds the amounts of the direction of the Buyer's coverants or agreements hereunder of which Seller has given written notice to Buyer and, second, at the performance of the Buyer's coverants or agreements hereunder of which Seller has given written notice to Buyer and, second, at the performance of the 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 the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying 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.

(a) No right, title, or 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 Tapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buser or others shall belong to and become the properts of the Seller without liability or obligation on Seller's part to account to the Buser therefore or for any part thereof.

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against

(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 release of any and all lien or claim of lien against the subject premises, and no contract or agreement, or all or written shall be execut u by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of 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 or failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other coverant or agreement of any end such default is not cured by Buyer within thirty (10) days after written notice to Buyer funless the default involves a dangerous (or disloon which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more or the following remedies in addition to all other rights and remedies provided at law or in equity: (ii) maintain an action for any unpaid in stallments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreemen, and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender polyeison, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in tha Act.

(b) A sadditional contribution to account of the page to default of the page to default in the Act.

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

(c) If default is based upon the failure to pay taxes, as essments, insurance, or hens, Seller 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 charge not exceeding 51s of any sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (f) one contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of de ault, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cires >=> other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agre ment.

22. DEFAULT, FEES:

ta) Buyer or Seller shall pay all assumed by attorney's fees and costs if ou red by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending to proceeding 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.

legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Selier shall be distinct, sept at and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless spicifically waived in this Agreeent, (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it! If due after knowledge of any breach of this agreement by Buyer or Selier, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstale, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein eapressly wined.

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 or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph. 3 or of 10 the Buyer at the address of the

return receipt requested, to the parties addressed if to Seller at the address shown in paragraph. 3 of 40 the Buyer at the address of the premises. Notice shall be deemed made when mailed or served the day when 24. ABANDONMENT: Fifteen days physical absence by Buyer with any intralliment being unpaid, or re noval of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has varied the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises and a cras "luyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in his Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any part of property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to sale to relief without additional payment by Seller to Buyer. ditional payment by Seller to Buyer

25. SELLER'S ACCESS: Seller may make Sr agent be made reasonable entries upon and inspection of the premises

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-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 380 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. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereoff Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall yest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lease or sub-lesses, but Seller may, at Seller's option, declare this Agreement rull and void and insolve the provisions of this Agreement relating to forfeiture hereof.

*EXCOPT Single dwelling units for residential apartment usage.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Used of conveyance alores and Allidashi of interand 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

sonal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his 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, seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay 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 Buyer shall pay any such stamp tax and meet other requirements as then may be est

29. TITLE IN TRUST:

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

Proberty of Cook County Clark's Office

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persons with the power to direct fire Trustee shall cumulatively be deemed to (b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly 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.

- 30. RECORDING: The parties shall record this Agreement or a memorar-dum thereof at Buyer's expense.
- 31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
- 32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the contest requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 34. SINDING ON HEIRS, TSME 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 "Selfer" 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

lay . 19 86 ; otherwise at the Buyer's option this Agreement shall become null and sold and the earnest money, " any, shall be refunded to the Buyer.

37. REAL ESTATE BROADS: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Vranas & #3sociates Sunrise Realty

Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing. 16th

IN WITNESS UF, the parties herein have hereunto set their hands and seals this , 19 86 May

RAVENSWOOD AS TRUSTEE U/T SELLER: BANK OF By: Mad President #25-2950 Mofeid Saduddin

Attest STARTER N

This instrument prepared by

Given under my hand and notarial seal this 4th day of

Michael S. Tepper, Esq

Rallo & Tepper

205 W. Randolph Suite 1440 Chicago, Il 60606

REAL ESTATE CONTRACT EXCHENATION - SELLER

This Contract is executed by Bank of Revenswood, not personally but as Trustoe under Trust No. 75-2450 as aforesaid, in the exercise of power and authority conferred upon and 'ested in said Trustee as such, and it is expressly understood and agreed that nothing in said Contract contail of siall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing therefor, or to perform any covenants, either expressed or implied, in said Contract tail such Itability, if any, bir, expressly valved by said purchaser and by every person now or hereafter claiming any right or security them need and that so far as said trustee is concerned, the conser of any indebtedness or right secruting under said four act shall look solely to the precaises described therein for the payment or enfercement thereof, it being uncerstood that said trustee merely holds legal title to the premises described therein and has no control over the sanagement thereof or the lincome therefrom, and has no knowledge respecting rentals, leases or other factual atter with respect to said promises, except as represented to it by the beneficiary or beneficiaries of said twist.

		wn to me to be the		
subscribed to the foregoing instrument ap the said instrument as a free and voluntary	act, for the uses and	purposes therein set for	orth.	signed, scaled and delivered
Given under my hand and official seal	l, this <u>(</u> day of	· -		Wangel
Commission expires 10/5/26	····		Notary Pu	blic
STATE OF ILLINOIS) COUNTY OF COLG SS I. He Under Cigned hereby certify that MARTIN S. Vice President of Bank of		, a Notary Pu	blic in and for said	County, in the State aforesaid, do
vice riesoent or	and (ceil Goonerman	Trust Officer	_becretary of said corporation
who are personally known to me to be	the same persons wh		ribed to the foreg	oing instruments as such
Socretary, respectively, appeared before in their own free and voluntary act and as the	ne this day in person ne free and voluntary	and acknowledged the act of said corporation	hat they signed and on, for the uses and	f purposes therein set forth; and
the said	Trust Officer	Secretary th	en and there ackno	owledged that he, as custodian of
the corporation, did affix the corporate se voluntary act of said corporation, for the	eal of said corporation	n to said instrument a	s his own fee and t	soluntary act and as the free and

Knutson 4-2-90 **Notary Public** Commission expires_

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5-61:	Civen under my hand and notatial seat this (C day of
on to said instrument at his own fee and voluntary act and as the free and therein set forth.	the corporation, did affix the corporate seal of said corporate voluntary act of said corporation, for the uses and uniquest Civen under my hand and notatial seal this Computer of Liven under my hand and notatial seal this Computer of Liven under my hand and motatial seal this Computer which we have a corporate the corporation of the
n and acknowledged that they signed and delivered the said instrument as y act of said corporation, for the uses and purposes therein set forth; and secretary then and there acknowledged that he, as custodian of	Saccetary, respectively, appeared before me this day in person their own free and voluntary act and as the free and voluntary has a struct Officer the said
inst Officer	Vice President and
those names are subscribed to the foregoing instruments as such	
Cell Connerman Trust Officer secretary of said corporation	Vice President of Bank Of Ravenswood
ob , Sublic in and for said County, in the State aforeaid, do	hereby certify that WARTIN S. EDWARDS
	STATE OF ILLINOIS) COUNTY OF () 55
Cholary Public	Commission expires
The grant	•
7)	Given under my hand and ollicial seal, thisday of
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table Agreement duly executed by the Seller and his attorney, if any, or it is of the Trust shall be delivered to the Buyer or his attorney on or before	Sellet is a trustee, then by said trustee and the beneficiarie
	be joint and several, and in such case each hereby authorise do or perform any act or agreement with respect to this A
•	ministrators, successors and assigns of the seller and buyer
and be a provided in processions for the feed of the provided and provided from the	or provisions herein contained unenforceable or invalid.
s of the sations sections of pasagasphs of this Agreement are for consoners of the content of th	ONY, 200 4re not to be construed as constining of umiting in
ee to and for all purposes shall be deemed to be parted that of the energian	though herein fully set forth.
or a memorandum thereof at Buyer's expense.	30, RECORDING: The parties shall record this Agreement
the said duties by the Sellet to be enjoyed or performed hereunder and such sitty and suver obligations and subsectably agree to direct the Trust Agree of our perform themselves directly. The terms of the Trust Agreement do or perform themselves directly in premises it not held in a trust, Sellet agrees that upon the written request of premises it not held in a trust, Sellet agrees that upon the written request of the premises in the trust and comply with subparagraphs (a) and (b) of this convey title into a trust and comply with subparagraphs (a) and (b)	polity and severally brave all of the right, a beneful, obligation persons are the film of the persons of the power to district may not under dulies a such persons or the beneficiaries may not under the last the time of execution of this Agreement, title to the column and the last the time of execution of this Agreement, title to the column and the last the last the column and the last t
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Property of Cook County Clerk's Office

RIDER TO ARTICLES OF AGREEMENT FOR DEED DATED 5 116 6 , 1986

BY AND BETWEEN BANK OF RAVENSWOOD, AS TRUSTEE,

U/T # 25-2950 HEREINAFTER REFERRED AS TO "SELLER" AND

MOFEID SADUDDIN, HEREINAFTER REFERRED TO AS "PURCHASER"

FOR THE PROPERTY LOCATED AT AND COMMONLY KNOWN AS

5750 N. KENMORE, CHICAGO, ILLINOIS (THE "PROPERTY")

- 1. To the extent that this Rider conflicts with the Articles of Agreement for Deed to which it is attached then in all cases this Rider shall control.
- 2. Until any payment due hereunder is more that ten (10) days past due it shall not constitute a default hereunder.

 Nonwithstanding a penalty of five percent (5%) of any installment due shall be paid for the failure to make any payment due within TEN days of its due date. After a payment is more than fifteen (15) days delinquent it shall bear interest at the rate of 18% per annum from the due date together with the penalty as aforesaid.
 - 3) Poth parties shall be entitled to recover all actual costs and expenses incurred in the enforcement of any of the terms and provisions of the Articles against the party at fault;
 - 4) In addition to the applicable provisions set forth in the Articles of Agreement for Deed, Purchaser shall have no right to transfer or assign his interest in, to or under the Property, whether voluntarily or involuntarily to third parties without payment in full of all monies due to Seller under the Articles of Agreement for Deed.
 - 5). Purchaser shall be obligated to provide to Seller, at least quarterly, Purchaser's statement of income and expense relative to the Property certified by the Purchaser as to its truthfulness, accuracy and completeness and, monthly, a rent roll and statement of occupancy relative to the Property also certified as aforesaid;
 - 6) Seller agrees to give Purchaser a credit in an amount not to exceed \$5,562.50 as a reimbursement against the actual cost for roof repairs which Purchaser has agreed to do on or before the due date of the \$65,000.00 principal payment due under the Installment Agreement for Deed. Said credit shall be given to the principal payment of \$65,000.00 only upon evidence of completion of roof repair work and payment thereof.
 - 7. Purchaser acknowledges that he has thoroughly inspected the Property, its improvements and all personalty being transferred hereunder, that he is satisfied with the condition the of and that he agrees to the purchase the same in "AS IS" condition, all without any warrnaty or representation by Seller, either expressed or implied relating to the condition thereof, except as express'y provided for herein.

IN WITNESS WHEREOF the parties hereunto have executed this Rider on this 144 day of May, 1986.

BANK OF RAVENSWOOD, AS TRUSTEE, U/T * 25-2959, and not indivually, as aforesaid.

MOFEID SADUDDIN

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Ву:__

Its _____ President

Its Trust Officer Soors ary

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EXHIBIT "A"

TO ARTICLES OF AGREEMENT FOR DEED DATED / 10 ,1986
BY AND BETWEEN BANK OF RAVENSWOOD U/T \$25-2950 (SELLER) AND
MOFEID SADUDDIN (PURCHASER) FOR THE PROPERTY LOCATED AT AND
COMMONLY KNOWN AS 5750 N. KENMORE, CHICAGO, ILLINOIS.

NAME ADDRESS

Konstatin Makedonski

c/o Ronald Farkas, Esq. 77 West Washington Street Chicago; Illinois 60602

5750 N. Kentrie Building Corp.

c/o Rallo & Tepper 205 W. Randolph Street Chicago, Illinois 60606

mail to

BOX 156

86249585

1600

JFFIN

AIL TO:

IGNAZ KRATZ
29 S. LA SALLE STREET
CHICAGO, ILLINOIS 60603