this agreement.

INSTALLMENT AGREEMENT FOR WARRANTY DEED

Rents, water taxes, insurance premiums and other similar iter is are to be adjusted pro rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 1985 are to be provided from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties berets that:

1. The conveyance to be made by Seller shall be expressly subject at the following:

(a) General taxes for the year and special taxes levied after the date hereof; and subsequent years and all taxes, special assessments and

provided that Purchaser is not then in default under

(b) All installments of special assessments heretofore levied falling due after date hereof;

(c) The rights of all persons claiming by, through or under Purchaser;

(d) Easements of record and party-walls and party-wall agreements, if any;

(e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;

Roads, highways, streets and alleys, if any;

Existing Leases
Seller's existing mortgage to Craigin Federal Savin Selection of the comments portaining to the premises that become payable on or after the date for delivery of possession to Parchaser, and chaser shall-deliver to Seller duplicate receipts showing timely payment thereof SEE RIDER ATTACHED

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at eight per cent per annum until paid.

4. 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.

5. 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 upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign, this percement or any interest, therein, without the previous written consent of Seller/and any such assignment or transfer, without such previous written consent, shall not yest 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.

7. 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 \*Strike out all but one of the clauses (a), (b) and (c). Her men Attorney

LEGAL FORMS

If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obli-

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 Purchaser shall deliver the policies themselves or Seller.

8. 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 besset.

therefor to Seller.

signed by the parties hereto.

#### RIDER TO INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

#### Respecting: 4332 N. Kedvale, Chicago, Illinois

- R-1. Notwithstanding anything to the contrary or inconsistent in the foregoing Installment Agreement for Trustee's Deed (the "Articles"), the terms and conditions of this Rider shall supersede and govern in all respects (the Articles and Rider are sometimes hereinafter collectively referred to as the "Agreement").
- R-2. The purchase price of Three Hundred Fifty One Thousand Dollars (\$351,000.00) shall be payable as follows:
- (a) Thirty Five Thousand One Hundred Dollars (\$35,100.00) paid by Purchaser to East West Realty prior to the date heroof, the receipt and sufficiency of which is hereby acknowledged;
- (b) Forty Four Thousand Nine Hundred Dollars (\$44,900.00), concurrently with the parties; execution hereof;
- (c) Two Hundred Seventy One Thousand Dollars (\$271,000.00) plus or minus prorations, payable as follows: Two Thousand Four Hundred Seventy Eight and 96/100 Dollars (\$2,478.96) (inclusive of principal and interest) on the 1st day of June, 1986, and a like sum on the 1st day of each month thereafter, with interest on the balance from time to time remaining unpaid at the rate of ten and one-half (10-1/2) percent per annum, for 72 consecutive payments, with a final payment, if not sooner paid on the 30th day of May, 1992. Purchaser shall have the right to prepay the balance hereunder in whole or in part at anytime without penalty.
- R-3. In addition to the foregoing monthly payments, Purchaser shall also deposit with Saller, commencing with the monthly installment due June 1, 1986, a sum equal to one-twelfth (1/12th) of the last ascertainable real estate taxes assessed against the subject property and one-twelfth (1/12th) of the annual insurance premium. Said payments shall be held by Seller as a fund for the payment of real estate taxes, and Seller shall pay said taxes as through become due. If any deficiency occurs in said fund, Purchaser shall pay such deficiency to Seller within five (5) days after notice thereof.
- R-4. Seller agrees to execute and deliver such documents and to do such other acts as may be necessary to make the conveyance as provided hereunder and to execute and deliver such documents and to do such acts which are necessary to carry out Seller's obligations hereunder. Seller further agrees that any obligation Seller owes regarding the property which is or may become a lien on said property may be retired in whole or in part by Purchaser at or prior to the time Purchaser makes the final payment due under the Agreement.
- R-5. If any act hereunder by one party requires execution of any documents or papers by the other party, the other party shall cooperate to that end and execute all such documents and papers.
- R-6. Seller, at his sole expense, shall tender to Purchaser a recent survey of the premises showing all improvements located thereon and showing no encroachments on the subject premises from adjacent property.
- R-7. It is understood that there exists against the property a mortgage with Craigin Federal Savings with a principal balance of approximately One Hundred Fifty Thousand

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Dollars (\$150,000.00). Said obligation shall remain the sole responsibility of Seller. This obligation if not sooner paid shall be paid from Seller's proceeds at the final closing.

- R-8. Purchaser's taking possession of the premises shall be conclusive evidence that Purchaser in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under Paragraph R-1 resulting from acts done or suffered by, or judgments against the Seller and shall pay in full the balance due Craigin Federal Savings on or before final conveyance in accordance hereto.
- Purchaser shall keep the improvements on premises and the crounds in as good repair and condition as they now are, ord hary wear and tear excepted. Purchaser shall make all necessary repairs and renewals upon said premises including by way of example and not limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof, masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, Seller may cither (a) enter same, himself, or by their agents, servants or employees, without such entering causing or constituting a termination of this Agreement or an interference with Purchaser's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Purchaser agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and nealthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, and upon default by Purchaser in complying with said notice, then, Scaler may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.
- R-10. At the time of delivery of possession of the premises to Purchaser, Purchaser also shall receive possession of the personal property to be sold to Purchaser 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, which shall not be unreasonably withheld.
- R-11. As additional security in the event of default, Purchaser 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 a receiver.
- R-12. 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 be freely interchangeable.

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R-13. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

R-14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser. Time is of the essence of this Agreement.

R-15. The obligations of two or more persons designa "Seller" or "Purchaser" in this Agreement shall be joint and The obligations of two or more persons designated 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.

This Agreement is executed by the undersigned, R-16. not in ividually, but solely as Trustee, as aforesaid, and said Trust Agraement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it expressly understood and agreed by the parties herein, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of oinding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time to asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed of implied, or for the validity or condition of the title to sail property, or for any agreement with respect thereto. All representations of Title Holder including those as to title, are those of Title Holder's Any and all personal liability of GLENVIEW beneficiary only. STATE BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

Dated:

SELLER:

GLENVIEW STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 1977 AND KNOWN TRUST NO. 1425.

President

alice, Hanger Assistant Trust Officer

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ALEYAMMA LUKOSE

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STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth H. Cooke and Alice Hansen, personally known by me to be the Vice President and Asst. Tr. Off. Secondary, respectively, of GLENVIEW STATE BANK, in whose name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said GLENVIEW STATE BANK, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said GLENVIEW STATE BANK, did affix the said corporate seal to said instrument as HOS free and voluntary act and as the free and voluntary of said GLENVIEW STATE BANK, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVE under my hand and notarial seal this 72 day of May, 1986.

NOTARY PUBLIC

My Commission Exprires: MACH 24,1990

STATE OF ILLINOIS ) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATTIYAL M. LUKOSE and ALEYAMMA LUKOSE, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of May, 1986.

NOTARY PURITO

My Commission Expires: 27-13-88

PAUL W PLOINCY, LTD.
Afteroey at Law
4948 Demister \* Sude 202
Skeke, IL 60077
(312) 675-2660

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Mail to

PAUL W. PLOTNICK, LTD. Attorney at Law 4948 Dempster \* Suite 202 Skokie, IL 60077 (312) 675-2660

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STATE OF TOLLTWOIS