militee of the DuPage County Bar Association for use by Lawyers only.

# ARTICLES OF AGREEMENT FOR DEED

1. BUYER, ROBERTO BAHENA & ELENA BAHENA AS JOINE TOURINGS	
Cook County; State of agrees to purchase, and SELLER, BLAIR LUNGARO	
and KATHERINE LUNGARO AS Address 8724 South Hillside - Hickory Hills, IL	
COURT County; State of 1111mo18 agrees to sell to Buyer at the PURCHASE PRICE of 51xty-One 1 mousand	
COOK County: State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of Sixty-One Thousand  Five Hundred Dollars (\$61,500.00**********) the PROPERTY commonly known as 8521 South Latrobe  Burbank, IL and legally described as follows: LOT 1 IN ADAMS SUBDIVISION OF THE WEST 1,  OF LOT 3 IN FREDERICK H. BARTLETT'S 87th STREET ORCHARD FARMS, BEING A SUBDIVISION	/2
OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	,
021	
PERMANENT TAX NUMBER: 19-33-309-012 De-	
(hereinafter referred to as "the premises")	
with approximate lot dimensions of 60 x 125 , together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and liltering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters; shelving, fireplace screen; roof or attic T.V. and analysis all planted vegetation; garage door openers and car units; and the following items of personal property.	
8760.9670	
All of the foregoing item: hal, be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.  2. THE DEED:	
a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the tirde and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in	
and performed by said Buyer, at the time and in the manner hereinalier set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, trapped general, WALTERICY	
joint tenancy) or his nominee, by a recordable, stamped general Warranty deed with release of homestead rights, good title to the premises subject or ty to the following "permitted exceptions," If any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed 2 (e. this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning law and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home: party walls, party wall rights and agreements; covenants, conditions and restrictions of record, larms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easement established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.	
b. The performance of all the covertants and conditions her in to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesald.	
3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees tripay to Seller at 8724 South Hillside - Hickory Hills, IL 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 regian ing from time to time unpaid from the date of initial closing at	
the purchase price and interest on the balance of the purchase price regial (ing from time to time unpaid from the date of initial closing at the rate of	
(a) Buyer has paid \$ Five Thousand Dollars and 00/100 (\$5,000.00) **************	
(Indicate check and/or note and due date) land will pay withindays thr ar ditional sum of \$) as earnest	
money to be applied on the purchase price. The earnest money shall be held by S/121er for the mutual benefit of the parties concerned;	
(b)-At the time of the initial clasing, the additional turn of \$ plus or mit we provided;	
(c) The balance of the purchase price, to wit: \$ 56,500.00*********************************	
monthly installments of \$ 540.51**************each; commencing on the	
185 day of December 1987, and on the 185 day of each thereafter until the purchase price is paid in full ("Installment payments");	
(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and other purchase price and all accrued but unpaid interest and other charges as hereinafte purchase price and all accrued but unpaid interest and other purchase	
(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which substage and 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 tight of survivorship.	
4. CLOSINGS: The "initial closing" shall occur on November 6th,1987, for on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at	
If and when all covenants and conditions neven to be performed by buyer have been so performed.	
5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on <u>Closing</u> , 19————————————————————————————————————	
	•
6. PRIOR MORTGAGES:  (a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the little 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 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	

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to bolleve 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 fall 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 attorney's fees attendant thereto incurred by Buyer to protect fluyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

7.5URVEY: 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 auditing 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 Duclaration of Condominium shall be required.)

# UNOFFICIAL COPY

- NA. P. S. C. Seller shall not provide a Title Commitment for Buyer and it is Buyer's sole responsibility and cost to obtain said Commitment.
  - The parties agree and understand that Seller does not have Title to this property and is a Contract Purchaser from the VETERAN'S ADMINISTRATION.
  - The parties understand and agree that the principal balance remaining due under this Agreement is amortized over thirty (30) years, but this agreement contains a balloon payment requiring the payment, in full, of the remaining principal and interest on November 1, 1992.
  - Seller hereby guarantees the proper operation of the furnace, of the D. electrical, of the plumbing and the roof to be free of leaks for a six-month period of time, from 11-11-87.

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JOOK COUNTY RECORDER 019609-1<del>8-</del>\* #5543 # \*\* 90 E1:21 78/S1/11 0458 MART. 1111# 274.25 DEPT-01 RECORDING



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13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any cit, of age or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein describer oxfore this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, in the Ling but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water he the rand softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense or receipt deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPICIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in all good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said, which is including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, very lating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. (1,1) owever, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may (1ther a) onto same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Are element or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place study remises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase ruler for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition, (1) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of st chimited (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avail simself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, puyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possesion keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(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 entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND 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, server 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 therefore.

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, 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 (herein referred to as "funds") equal to one twelfth of the yearly taxes, the 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.

\*The sum required by Seller's lender for tax & insurance escrow.

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The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guntanteed by a federal 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 so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

if the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is malled 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.

19. BUYER'S INTEREST:

(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 lapse of time, forfeiture or otherwise; all improvements) whether linished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

## 20. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and A ery contract for repairs or improvements on the premises aforesaid, or any part thereol, shall contain an express, full and complete warry 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 executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or the state of the agreement of the premises of the premises of the premise of the pre release of lien up in the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

(a) If Buyer (1) defail is hy failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such right this hot cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreem in the performance of any other covenant or agreem in three and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition 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 of the following remedies in addition to all other rights and remedies provided at law or in equity; (i) maintain an action for any unpaid its allments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums pall as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender posse alon, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional requirity to the provise of fault Buyers at legal to seller all unpaid tents, which have substalled accurately and the seller and all cents which have substalled and all the su

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

(c) If default is based upon the failure to pay were, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount is shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

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

monetary claims arising from acts or obligations or eaver under risk Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and couts in unred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any 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.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, see at a early cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreeent; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission of the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money allowed the party to take any action on account of any similar or different breach or default; the payment or acceptance of money allowed the fact the termination of Buyer's right of possession hereur user, in afterthe service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate; continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly—all ed.

23. NOTICES: All notices required to be given under this Agreement shall be construed to me in 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 person, ily or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph? or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Bu ier, in such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and art as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those conclusive, in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any item property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of tale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, pr. 4th'ed that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the oranges.

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. 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 thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of 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 foan 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 paid and the payment of the prior mortgage 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 ordinan

## 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 Deed. 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.

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(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, tale 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 memorandum thereof at Buyer's expense.

31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall 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. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Selier and Buyer. Time is of the essence in this Agreement.

35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

36, NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if

Seller is a truster, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or belore
, 19 ; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, it any, shall be refunded to the Buyer.
37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than
O BROKER INVOLVED
anda
and said broker(s) at
Seller shall pay the brokerage cor imission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.
IN WITNESS OF, the parties hereto have hereunto set their hands and seals this Eleventh day of
November987 .
Blue Janear Bahena.
Billion Ballion
Path your beautiful from the same of the s
This instrument prepared by mail to;
ALEXANDER P. MATUG. P.C.
7110 West 127th Street - Suite 250 ALEXANDER P. MATUG
Palos Heights, IL 60463 7110 W. 127th Street
State OF ILLINOIS) Suite 250 Pelos Hts., IL 60463
COUNTY OF
I, the undersigned, a Notary Process and For said Charge in the State aic eraid, DO HEREBY CERTIFY that
Who are the state of the state
subscribed to the foregoing instruction of prearrow effice me this day in person, and acknowledged that signed, sealed and delivered the said instrument as a frigural voluntary act, for the uses and purposes her sin selforth.
Given under my hand and official seal, thisday of
Notar Public
Commission expires
STATE OF ILLINOIS)
COUNTY OF )
I the understand a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY (*, at

subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that the said instrument as a free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this **Notary Public** Commission expires STATE OF ILLINOIS COUNTY OF a Notary Public in and for said County, in the State aforesaid, do hereby certify that Secretary of said corporation and who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such \_Vice President and \_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

personally known to me to be the same person

Given under my hand and notarial seal this, \_day of

MOTALA BABILE

whose name

signed, lealed and delivered

Commission expires\_