INSTALLMENT AGREEMENT
~~FOR PURCHASE OF REAL~~ TRUSTEE'S DEED
(ILLINOIS)

NO. 74
April, 1980

GEORGE E. COLE*
LEGAL FORMS

87196324

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

$17.00

AGREEMENT, made this 7th day of April, 19 87, between CHICAGO TITLE & TRUST CO., AS TRUSTEE u/t No.1089756 dated April 6, 1987, Seller, and RAYMOND C. PEASE, JR., Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's _____ recordable ~~warranty~~ Trustee's deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lots 21 (except the West 3 inches of the South 82 feet of said Lot) and Lot 22 in Block 1 in Samuel Beers Subdivision of Block 19 in Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PIN: 17-31-227-038 and 17-31-227-039 BKO

Street Address: 1752-1754 W. 35th Street, Chicago, Illinois 60609

and Seller further agrees to furnish to Purchaser on or before the initial closing date, 19 ___, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance ~~policy~~ commitment in the amount of the price, issued by Chicago Title Insurance Company, ~~(b) certificate of title issued by the Registrar of Titles of Cook County, Illinois; (c) torrens duplicate or notice~~, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Sol Kamm, 3541 W. Church Street, Evanston, Illinois 60203

the price of NINETY-FIVE THOUSAND NO/100 ($95,000.00)---------- Dollars in the manner following, to-wit: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

TAXES: Seller shall be responsible for all real estate taxes through date of closing and Purchaser shall be responsible for all taxes thereafter. Seller shall pay Purchaser's taxes from the tax escrow (Para. R-3(c)) and shall furnish proof of payment thereof to Purchaser.

with interest at the rate of 10.5 per cent per annum payable See Rider attached hereto on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on date of this Agreement, provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 ___ are to be prorated 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. See Rider attached hereto

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

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1986 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (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; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

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 10.5 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 agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

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 manner herein provided.

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 hereto.

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 therefor to Seller.

*Strike out all but one of the clauses (a), (b) and (c).

This Instrument Prepared by: A.E. Hossner, 77 W. Washington, Chicago, IL

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 10.5 per cent per annum until paid.

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

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

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

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

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

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

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

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 3541 W. Church Street Evanston, Illinois 60203 or to Purchaser at 1752 W. 35th St., 1st fl., Chicago, IL 60609, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

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

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

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

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Sealed and Delivered in the presence of

April 7, 1987 DATE

(SEAL)

(SEAL)

(SEAL)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By _____ ASSISTANT VICE-PRESIDENT

Corporate Seal TRUST # 1089756

Attest _____ ASSISTANT SECRETARY

STATE OF ILLINOIS, COUNTY OF COOK SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7 day of APR 1987, 19__

Notarial Seal

"OFFICIAL SEAL"
Marylou Estrada
Notary Public, State of Illinois
My Commission Expires 3/12/91

Notary Public

NF86-1

Received with Trust Deed

DATE

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10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 10.5 per cent per annum until paid.

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

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

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

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

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

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

DATE: _____ Chicago Title & Trust as Trustee under Trust Agreement dated _____, and known as Trust No. _____

By: _____

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Received on within Agreement the following sums	DATE	INTEREST	PRINCIPAL	RECEIVED BY

GEORGE E. COLE® LEGAL FORMS

INSTALLMENT AGREEMENT
~~FORECLOSURE~~ TRUSTEE'S DEED
(ILLINOIS)

NO. 74
April 1980

GEORGE E. COLE®
LEGAL FORMS

87186324

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

$17.00

AGREEMENT, made this 7th day of April, 19 87, between

CHICAGO TITLE & TRUST CO., AS TRUSTEE u/t No.1089756 dated April 6, 1987, Seller, and

RAYMOND C. PEASE, JR., Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's ~~warranty~~ Trustee's recordable deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Lots 21 (except the West 3 inches of the South 82 feet of said Lot) and Lot 22 in Block 1 in Samuel Beers Subdivision of Block 19 in Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PIN: 17-31-227-038 and 17-31-227-039

Street Address: 1752-1754 W. 35th Street, Chicago, Illinois 60609

and Seller further agrees to furnish to Purchaser on or before the initial closing date, 19 ___, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance ~~policy~~ commitment in the amount of the price, issued by Chicago Title Insurance Company, ~~(b) certificate of title issued by the Registrar of Titles of Cook County, Illinois; (c) merchantable abstract of title~~, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of Sol Kamm, 3541 W. Church Street, Evanston, Illinois 60203

the price of NINETY-FIVE THOUSAND NO/100 ($95,000.00)---------- Dollars in the manner following, to-wit: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

TAXES: Seller shall be responsible for all real estate taxes through date of closing and Purchaser shall be responsible for all taxes thereafter. Seller shall pay Purchaser's taxes from the tax escrow (Para. R-3(c)) and shall furnish proof of payment thereof to Purchaser.

with interest at the rate of 10.5 per cent per annum payable See Rider attached hereto on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on date of this Agreement, provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 ___ are to be prorated 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. See Rider attached hereto

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

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1986 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (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; (f) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

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 10.5 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 agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

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 manner herein provided.

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 hereto.

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 therefor to Seller.

*Strike out all but one of the clauses (a), (b) and (c).

This instrument prepared by: A.E. Hossner, 77 W. Washington, Chicago, IL

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RIDER

This RIDER shall be attached to and made a part of Installment Agreement for Trustee's Deed dated the 7th day of April, 1987, between SELLERS, SOL KAMM and JOAN G. KAMM, as sole beneficiaries under Trust No. 1089756, Chicago Title & Trust Co., Trustee, and BUYER, RAYMOND C. PEASE, JR., for the improved real property commonly known as 1752-1754 W. 35th Street, Chicago, Illinois.

R-1. Notwithstanding anything to the contrary hereinbefore found or stated, the terms and conditions of this RIDER shall control.

R-2. The purchase price of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS shall be paid as follows:

a. SIX THOUSAND AND NO/100 ($6,000.00) DOLLARS, plus or minus prorations, to be paid at the time of the initial closing. The "initial closing" as used herein will be set by the agreement of the parties, at which time this Agreement shall be executed. At the "initial closing", any proper prorations required at such time shall be done between the parties, and any credits due the Purchaser shall be credited against the aforementioned payment to be made at that time. After all payments have been made hereinunder of all installments due the Sellers, a "final closing" shall take place at which time Sellers shall tender all documents needed to convey title to the Buyer.

b. The balance of EIGHTY-NINE THOUSAND AND NO/100 ($89,000.00) DOLLARS by Installment Agreement for Trustee's Deed, bearing interest at the rate of TEN AND ONE-HALF (10.5%) PER CENT per annum, payable in equal monthly installments of $1,200.92 (One thousand two hundred dollars and 92/100 cents) commencing 30 days after initial closing and execution of the Agreement and a like sum of $1,200.92, due and payable on the same day of each succeeding month thereafter, except that if not sooner paid, the entire then remaining principal balance and accrued interest, if any, shall be fully due and payable on or before the thirtieth day following the tenth anniversary date of the date of the initial closing. All payments received under the within Paragraph R-2 shall be applied first to interest and the remainder, if any, shall be applied to principal. Purchaser may repay in part or in whole at any time without penalty, and shall have the unlimited and absolute right to do so at any time.

c. In addition to monthly payments of principal and interest, Purchaser shall pay concurrently to Seller a sum equal to 1/12 of the annual real estate taxes and 1/12 of the annual hazard and liability insurance premiums. Seller shall hold such funds in escrow, and use them to pay the tax and insurance bills when they arrive in a timely fashion. However, at the initial closing, Purchaser shall have the following options:

1. Purchaser shall obtain a new insurance policy for the premises, (showing Seller and Mortgagee's interests), and will pay the first annual premium for the hazard insurance policy for the period from date of closing to expiration date in 1988 in advance; or

2. Purchaser shall take an assignment of Sellers' insurance policy (if permitted by the carrier), crediting the Sellers for any unexpired portion thereof at the time of the initial closing. In that case, Seller shall provide to Purchaser at closing or as soon thereafter as is practicable, an endorsement for the Hazard Insurance policy showing Purchaser as an additional insured.

At Purchaser's option, an escrow fund for receipt of all payments made to the Sellers from Buyer could be established with a Title Company or another comparable depository. If Purchaser desires same, then he shall pay all costs, if any, associated therewith. However, use of an escrowee shall not excuse late payments to Seller.

R-3. Seller represents and Purchaser understands and agrees that the property shall remain subject to a primary mortgage to Century Savings and Loan with a present balance due of approximately $3,000.00 and that he is current in his payments. Seller warrants that in the event he is ever in default under said mortgage, he shall protect Purchaser's rights and interest under this Agreement. Should Seller fail to cure such defaults, Purchaser shall be thereby authorized to cure same directly and may then deduct any sums so paid from the balance due under this Agreement.

R-4. Seller shall pay for all title costs incurred up to and including the initial closing under this Installment Agreement (excepting recordation of the Installment Agreement), but all subsequent title costs shall be borne by Purchaser, except those transfer stamps which are customarily paid for by Seller.

Seller shall pay the set-up and first year charge to the land trustee in the amount of $178.00. The annual trustee's fee thereafter of $95.00 shall be paid by Purchaser.

R-5. Purchaser shall have the possession and use of all personal properties passing under this purchase. These include the following: Space heaters in the apartments below listed:

Apartment	Number of heaters therein
Second floor rear (1754)	one
Second floor rear (1752)	one
Second floor front (1752)	two
Third floor rear (1752)	one

However, Seller shall deliver the Bill of Sale therefor at the time of delivery of Trustee's Deed together with an Affidavit of Title.

R-6. Purchaser shall make no structural alterations to the building or premises without the prior written consent of Seller and further, Purchaser shall at no time permit or cause any liens or encumbrances, including mechanic's liens, to cloud the title to this property.

R-7. Seller warrants that he has received no notices from any governmental authority of zoning, building, fire or health code violations that have not been heretofore corrected.

R-8. Purchaser shall be responsible for the correction of all building code and other violations arising during his ownership under this Installment Agreement and should he fail or refuse to correct same, Seller shall have the right to intervene and make such corrections and to add any costs and penalties incurred, including all reasonable attorney's fees, to the principal balance due under this Agreement.

a. Notwithstanding the foregoing, Purchaser shall have such time to correct any building violations as allowed by the Court.

b. In the event of any claims or legal proceedings by either party against the other, any reasonable costs, penalties, and legal fees incurred thereby shall be paid to the prevailing party by the other, unless otherwise ordered by the Court.

c. Seller shall not serve a Notice of Intent to Declare a Forfeiture upon Purchaser less than 30 days following any default. In the event a Declaration of Forfeiture is served upon Purchaser, it shall be filed with the Recorder of Deeds.

R-9. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements in the nature of permanent fixtures to the realty, whether finished or unfinished, whether installed or constructed on or about said premises by the Purchaser or others, shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof. Any improvements made by Purchaser, to the premises presently occupied by him, may be removed by him only if no damage is caused to the building.

R-10. <u>DEFAULT</u>.

1. Any monthly payments to be made under this Agreement that are received more than 15 days after the due date, shall incur a late payment penalty of $25.00, for each such occurrence.

2. Furthermore, pursuant to the laws of the State of Illinois, in the event of a default, the Seller shall send a proper 30-day Notice of Intent to Declare a Forfeiture to the Purchaser calling for payment before any further legal action may be commenced. Purchaser shall have the statutory time to cure his default, but must pay the late fee as well as the required payment.

3. If, after required notices are sent, the Purchaser has not cured the default within the allotted time, Seller may then proceed with legal process for forfeiture of Purchaser's rights under the terms of this Agreement.

R-11. At initial closing or within a reasonable time after initial closing, Seller shall deliver to Purchaser or his agent, a spotted survey of the premises showing all improvements existing as of this contract date and all easements and building lines and showing no encroachments. Any notes to guarantee over against certain encroachments, written by the title company, shall be paid by Seller.

R-12. Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Purchaser notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

R-13. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser (but shall not modify provisions of Paragraph 6, page 1 of the Installment Agreement for Trustee's Deed).

R-14. Seller and Purchaser represent and warrant that no real estate brokers were involved in this transaction.

R-15. The Uniform Vendor Purchase Risk Act shall be deemed applicable to this Agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.

R-16. The validity, meaning and effect of this Agreement shall be determined in accordance with the law of the State of Illinois applicable to contracts made and to be performed in that State.

R-17. The terms "purchaser" and "buyer" as used herein shall be synonymous for the purposes of this Agreement.

R-18. <u>LEASES</u>. Sellers represent and warrant that there are no written leases with any of the tenants at this time except with the Purchaser for his unit. There are, however, security deposits received by the Sellers.

At the initial closing, Sellers shall credit the Purchaser for the full amount of all security deposits which are in Sellers' possession. Furthermore, a complete list of all the tenants, apartment numbers, amount of rent, and amount of security deposit, as well as any special agreements the Sellers may have with the tenants shall be provided to Purchaser, fully disclosing all rental arrangements in effect.

Purchaser shall be entitled to all rents from the date of the initial closing and thereafter. Also, at the initial closing a credit will be given to the Purchaser for rents prepaid to the Sellers for that month. Purchaser shall also be entitled to collect past due rents from tenants, if any, and shall pay Sellers their prorata share therefrom.

R-19. The undersigned, SOL KAMM and JOAN G. KAMM, his wife, warrant that they are the sole beneficiaries under Chicago Title & Trust Co. Land Trust No. 1089756, having sole power of direction thereunder.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HANDS AND SEALS TO THIS DOCUMENT, EVIDENCING THEIR MUTUAL ACCORD AND SATISFACTION WITH ALL OF ITS TERMS.

87186324

DATE: April 7, 1987

SELLERS:

Sol Kamm

Joan G. Kamm

DATE: April 7, 1987

PURCHASER:

Raymond C. Pease, Jr.

DATE:

Chicago Title & Trust Co., as Trustee under Trust Agreement dated April 6, 1987, and known as Trust No. 1089756.

By:

ASST. VICE PRESIDENT

ATTEST:

ASST. SECRETARY

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, [illegible]

MAIL TO:

PETER J. BILANZIC
ATTORNEY AT LAW
9729 SOUTHWEST HIGHWAY
OAK LAWN, ILL 60453