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ASSIGNMENT

THIS ASSIGNMENT is made as of this April 21, 1987 in Chicago, Illinois by and between FOUAD J. TANNOUS and HAIFAA TANNOUS, his wife, of 6110 North Christiana Avenue, Chicago, IL 60659 (collectively herein "ASSIGNOR") and ROY BRECHLIN and ELLEN BRECHLIN, his wife, of 50 East Bellevue, Apartment 405, Chicago, IL 60610 (collectively herein "ASSIGNEE").

ASSIGNOR and ASSIGNEE hereby represent, warrant, covenant and agree as follows:

1. ASSIGNOR entered into a certain Real Estate Contract, dated January 16, 1987, with Carol B. Becker and Jason C. Becker for the purchase of certain real estate commonly known as 625 Sunset Ridge Road, Northfield, Illinois, a true and correct copy of that contract being attached hereto and made a part hereof as Exhibit A ("the Contract") which contract is in full force and Effect. Scu

2. For an in consideration of $39,500.00 paid by ASSIGNEE to ASSIGNOR in accordance with the terms set forth herein, ASSIGNOR hereby assigns all their right, title and interest in and to the Contract to ASSIGNEE.

3. ASSIGNOR covenants and agrees that they shall cooperate and sign any and all other documents that (a) may be required by ASSIGNEE in the closing of the purchase of the real

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estate under the Contract or (b) with respect to any litigation which may be filed.

4. ASSIGNEE shall indemnify and hold ASSIGNOR harmless from any and all claims, costs, expenses, demands, losses, damages, suits, litigation (including attorneys and costs) which may arise, directly or indirectly, from or in connection with this Assignment of the Contract due to ASSIGNEE'S omissions or failure to comply with the terms of the Contract.

5. ASSIGNOR represents and warrants that they have not heretofore assigned their rights to the Contract or their earnest money deposit, other than as set forth herein.

6. ASSIGNOR and ASSIGNEE agree that Scott Levenfeld and Sidney C. Kleinman, the attorneys for the parties, shall jointly hold the consideration paid by ASSIGNEE to ASSIGNOR until a representative of Koenig & Strey, the real estate broker under the Contract holding the earnest money deposit, verifies by letter the representations of ASSIGNOR as set forth in Section 5 herein and thereafter ASSIGNEE shall have all right, title and interest in and to said earnest money deposit.

7. Interest on the earnest money deposit shall be prorated between ASSIGNOR and ASSIGNEE at the closing of the transaction under the Contract. The date of proration shall be the date on which the consideration described in Section 2 herein is paid to ASSIGNOR.

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8. All provisions of this Assignment shall survive the closing of the transaction under the Contract.

IN WITNESS WHEREOF FOUAD J. TANNOUS, HAIFAA TANNOUS, ROY BRECHLIN and ELLEN BRECHLIN have executed this Assignment as of this April 21st, 1987.

FOUAD J. TANNOUS

HAIFAA TANNOUS

ROY BRECHLIN

ELLEN BRECHLIN

REAL ESTATE CONTRACT

TO Owner of record (Seller) DATE: 1/16/87

OFFER OF PURCHASER

The terms of this offer are as follows:

I/We (Purchaser) offer to purchase the real estate known as: 625 Sunset Ridge Rd., Cook Ill. 60093 (Street, City, County, State, Zip)

Legally described on exhibit A, if any. Lot size approximately 1 acre

Together with improvements thereon and including personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; drapery rods; curtain rods; radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens; smoke detectors; as well as the following specific items:

all carpeting, refrigerator, stove, washer, dryer, garage cabs in kitchen, riding mower EXCLUDE: MBR VALENCE, E. BR CURTAINS. CBB CBB CBB for check

1—Purchase price $ ~~370,000~~ 375,000 Initial earnest money $ 1000.00 in the form of ~~Cash~~ check dated —

payable to Koenig + Strey STG. Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. The earnest money shall be increased to 10% (20% if unimproved) of purchase price within 10 days after (Seller's) acceptance hereof. Said initial earnest money shall be returned, and this offer shall be null if not accepted on or before 1/16/87

2—This contract is contingent upon the ability of Purchaser to secure within 45 days of Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of $ 60% of purchase price of such lesser amount as Purchaser shall accept, with a fixed interest rate not to exceed 9 % per annum to be amortized over a minimum of 30 years with a loan service charge not to exceed 3 %.

If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 2. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 additional days after said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans established by any lending institution with a principal office in the Chicago Metropolitan Area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for and securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser.

3—The Purchase Price shall be paid, subject to prorations, all in cash, by cashier's check or certified check at closing.

4—(a) Closing or escrow payout shall be on 6/16/87 7-1-87 CBB provided title conforms with this contract or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price.

(b) Title shall be conveyed at the time required by this Contract subject only to: General taxes for 19 86 and subsequent years; ~~special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed;~~ building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements; if any, existing leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Purchaser.

5—Real Estate taxes (based on most recent ascertainable taxes); assignable insurance policies, if requested by Purchaser; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Fire and extended coverage insurance policies shall be assigned to and accepted by Purchaser at closing. (This does not apply to home-owners insurance policies.) ~~Parties hereto agree to reprorate when bill is available.~~ 110%

6—Possession shall be delivered on closing provided sale has been closed. $ 2,000.00 of the purchase price is to be held in escrow by Koenig + Strey as security to Purchaser for possession, to be paid to Purchaser at the rate of $ 100.00 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the same to Purchaser or to the Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

7—Earnest money and this contract shall be held by Koenig + Strey for the benefit of the parties hereto. If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this contract. Seller and Purchaser agree that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

Purchaser's Social Security Number: 524-72-2462

8—This sale shall be closed at office of Purchaser's mortgagee or, if none, at office of listing broker, or as specified below:

(Name) — (Address) —

or, at request of either party, in escrow with the title company issuing the title commitment by deed and money escrow; fee to be divided between Seller and Purchaser. Seller will pay a broker's commission as provided in the Exclusive Right to Sell or other written listing agreement.

Listing broker is: Koenig + Strey The cooperating broker, if any, is:

PURCHASER [signature] Address

PURCHASER Haifua Jannou City State Zip

ACCEPTANCE OF OFFER BY SELLER

This 16th day of January 19 87 we accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

SELLER Carol B. Becker Address 625 Sunset Ridge

SELLER [signature] Northfield Il 60093 City State Zip

Form C/FM North Shore Board of REALTORS® 7/85

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT.

EXHIBIT A

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9—(a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent not less than five days prior to the time of closing, a title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued by the company, (2) the title exceptions set forth above, in paragraph 4(b), and (3) title exceptions which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be default of this paragraph. Every title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to exceptions as therein stated. As to all or any part of said real estate which, on the date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller ~~may furnish~~ shall tender the title commitment herein required, and a currently dated Registrar of Title's special tax search, or (2) exhibit the Owner's duplicate certificate of title or a certified copy thereof, and tender a currently dated Registrar of Title's special tax search and a currently dated Registrar of Title's federal tax lien search. Every certificate of title or title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown subject only to exceptions as therein stated.

(b) If the title commitment discloses exceptions relating to title other than those referred to in paragraph 9(a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these exceptions removed within such time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties, and the earnest money shall be returned to the Purchaser.

10—GENERAL CONDITIONS

(a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance proceeds.

(b) Prior to closing, Seller shall furnish a survey dated after contract by a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may, at its option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser shall bear the cost of any later date survey which may be required by Purchaser's mortgagee or desired by Purchaser.

(c) Existing mortgage and lien indebtedness may be paid out of the sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

(d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness for purpose. Seller also shall furnish Purchaser an affidavit of title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

(e) Seller shall remove all debris from the real estate and improvements by date of possession. Purchaser shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and included personal property are in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

(f) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.

(g) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

(h) Seller shall comply with the terms of any municipal ordinance for municipality in which the real estate is located relating to the transaction contemplated herein and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

(i) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this agreement shall be in writing and shall be made to the parties hereto at the addresses which appear after their names (or at such address as each may by written notice to the other designate) by personal delivery or by certified or registered mail. In the case of mailing, notice shall be deemed to be given as of the date notice is placed in the United States mail, postage prepaid.

(j) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that neither the Seller, broker, nor any of their agents have made any representations with respect to any material fact relating to the real estate, its improvements and included personal property unless such representations are in writing and, further, that Purchaser has made such investigations as Purchaser deems necessary or appropriate to satisfy Purchaser that there has been no deception, fraud, false pretenses, false promises, misrepresentations, concealments, suppressions, or omission of any material fact by the Seller, the broker, or any of their agents relating to the real estate, its improvements and included personal property.

(k) Purchaser shall furnish flood insurance required by any lender and shall pay any usual and customary processing costs or charges required by any lender.

(l) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.

(m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.

The terms of the Rider(s) consisting of 1 pages attached hereto is made a part hereof.

This contract is provided as a courtesy by the North Shore Board of Realtors®, which assumes no responsibility for its legal sufficiency or contents.

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North Shore BOARD OF REALTORS®

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 1/16, 19 87 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 625 Sunset Ridge Rd. Northfield, ILLINOIS, ENTERED INTO BY _____ ("SELLER") AND _____ ("PURCHASER")

1) **ATTORNEY'S APPROVAL**

This contract is contingent upon the approval hereof as to form by the attorney(s) for Buyers & Sellers within 5 days after Seller's acceptance of this contract.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

The notice of disapproval may be given by either party hereto or by their respective attorney. For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller, if such notice of disapproval is being made on behalf of Purchaser. If such notice of disapproval is being made on behalf of Seller, said notice shall be deemed given on the date when such notice is received by Purchaser or the Cooperating Broker, if any, as representative of Purchaser for the limited purpose of the receipt of notices under the terms of this Rider.

2) **INSPECTION**

This contract is contingent upon approval by Purchaser of the condition of the real estate as evidenced by an inspection conducted, at Purchaser's expense and by a contractor selected by Purchaser, within 5 days after Seller's acceptance of this contract. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by the acts of negligence of Purchaser or the person performing such inspection.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller.

3) **SELLERS REPRESENTATIONS**

Notwithstanding anything to the contrary contained in this contract, Seller represents that all heating, central cooling, ventilating, lighting and plumbing fixtures and systems on the real estate and all appliances to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing. Purchaser shall have the right to inspect the fixtures, systems and appliances during the 48-hour period immediately prior to closing to verify that such are in working order and in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

4) **INTEREST BEARING ACCOUNT**

Seller and Purchaser agree that the earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

Purchaser's Social Security Number: 524-72-2462

PURCHASER:	SELLER:
[signature]	Carol B. Becker
[signature]	Jason C. Becker

This Rider is provided as a courtesy by the North Shore Board of Realtors®, which assumes no responsibility for its legal sufficiency or contents.

6/85 — R-6

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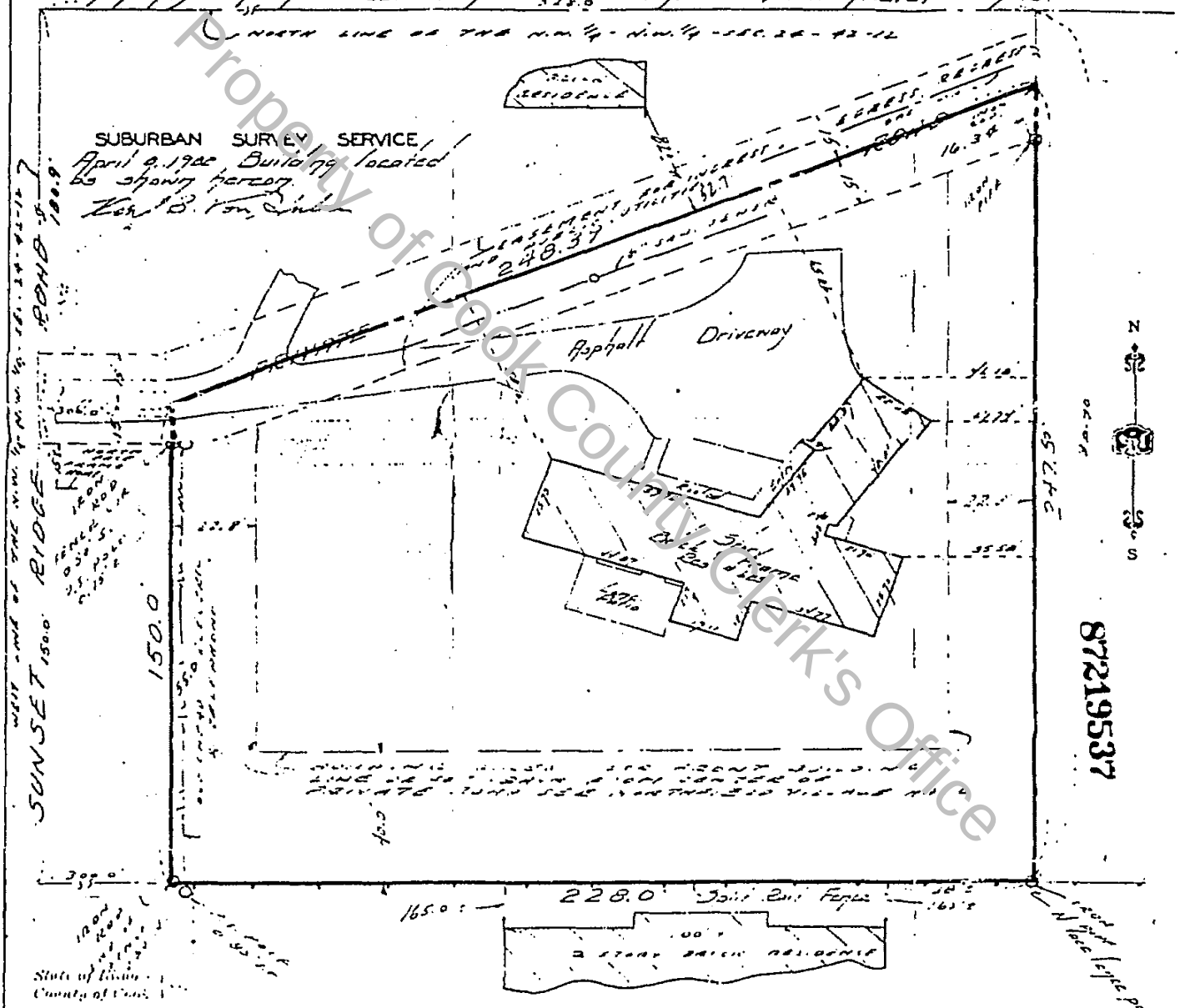
Plat of Survey

OF THAT PART OF THE N.W. ¼ OF THE N.W. ¼ OF SEC. 24 - T. 42 N. - R. 12 E. OF THE 3rd P.M., DESCRIBED AS FOLLOWS:- BEGINNING AT A POINT 180.90 FT. SOUTH OF THE NORTH LINE OF SAID SEC. 24 AND 300.0 FT. EAST OF THE WEST LINE OF SAID SEC. 24; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SEC. 24 A DISTANCE OF 150.0 FT.; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SEC. 24 A DISTANCE OF 228.0 FT., THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SEC. 24 A DISTANCE OF 247.50 FT.; THENCE S.W. [illegible] TO THE PLACE OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.
Commonly known as 625 Sunset Ridge Rd., Northfield, Illinois.



State of Illinois
County of Cook

I hereby certify that the property described in the above caption has been surveyed under my direction and that the plat shown hereon is a correct representation of said survey. Measurements are [illegible] ft.

Illinois Land Surveyor

Wilmette, Ill. [illegible] 1953

Compare all points before building by same and immediately report any apparent discrepancy. No dimensions should be assumed by scaling.

For building line restrictions see deed, abstract, contract or Building Commissioner.

D. J. L. WALTHER
CIVIL ENGINEER AND SURVEYOR
WILMETTE, ILLINOIS
FILE: 7051-U-1 8.17 - P 105

Scale: 1" = 30'

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PIN # [redacted] 04-24-100-019-0000

Prepared by and mail to:

LEVENFELD, GALLAGHER & GOLD, LTD.
ATTORNEYS AT LAW
11 SO. LA SALLE STREET
CHICAGO, ILLINOIS 60603
PHONES 372-0777 OR 332-1183
ATTORNEY #6231

That part of the N.W. 1/4 of the N.W. 1/4 of the N.W. 1/4 of sec. 24 T. 42 N. - R 12 E. of the 3rd P.M., described as follows:- Beginning at a point 180.90 ft. South of the North line of said Sec. 24 and 300.00 ft. East of the West Line of said Sec. 24; thence South Parallel with the West line of said Sec. 24 a distance of 150.00 ft.; thence East parallel with the North line of said sec. 24, a distance of 228.0 ft., thence North parallel with the West line of said sec. 24 a distance of 247.50 ft.; Thence S.W. at a distance of 248.39 ft. more or less to the place of beginning. All in Cook County, Illinois.

Commonly known as 625 Sunset Ridge Road, Northfield, IL

PIN 04-24-100-019-0000

DEPT-01 $18.40
T#0003 TRAN 3574 04/24/87 14:50:00
#9246 # C *-87-219537
COOK COUNTY RECORDER

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