

UNOFFICIAL COPY

(b) The beneficiary or beneficiaries of said trust shall be deemed to be the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

30. **RECORDING:** The parties shall record this Agreement or a 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 Seller 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 trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before the earnest money, if any, shall be refunded to the Buyer; otherwise at the Buyer's option this Agreement shall become null and void and

37. **REAL ESTATE BROKER:** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Not applicable by virtue of this transaction

Seller shall pay the brokerage commission of said brokers in accordance with a separate agreement between Seller and said brokers at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 19 88

SELLER:
Rock J. Gaetano
Florence Gaetano
ROCK J. GAETANO
FLORENCE GAETANO

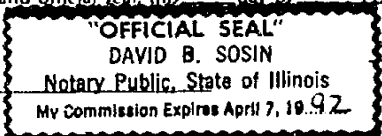
BUYER:
George Sfondeles
Elizabeth Sfondeles
GEORGE SFONDELES
ELIZABETH SFONDELES

This instrument prepared by _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE SFONDELES & ELIZABETH SFONDELES, WIFE personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of August, 1988.

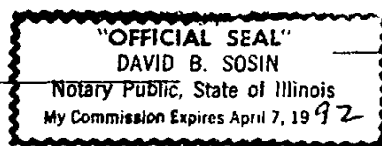


David B. Sosin
Notary Public

Commission expires _____
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROCK J. GAETANO & FLORENCE GAETANO, wife personally known to me to be the same person s whose name s are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of August, 1988.



David B. Sosin
Notary Public

Commission expires _____
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____ Secretary of said corporation 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 the said _____ 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 free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

Commission expires _____ Notary Public

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19. BUYER'S INTEREST: (a) No right, title, or interest, legal or equitable, in the premises shall be held by Buyer until the closing date of this Agreement...

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...

21. PERFORMANCE: (a) If Buyer fails to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

22. DEFAULT, FEES: (a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement...

23. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be given to the party to whom they are directed...

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of the property...

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable cause therefor to enter upon the premises for the purpose of inspecting the premises...

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the principal of each month's payment...

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest therein, without the written consent of Seller...

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of Conveyance and all other documents necessary to perfect the title to the premises...

29. TITLE IN TRUST: (a) In the event that title to the premises is held in or conveyed into a trust prior to the final closing, it shall be conveyed to Buyer...

30. (b) Each and every contract for repairs or improvements on the premises, if any, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises...

31. (c) If default is made upon the failure to pay any installment or payment required to be made to Seller under the terms of this Agreement...

32. (d) Buyer shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement...

33. (e) Anything contained in subparagraphs (a) through (d) of the contract notwithstanding, this Agreement shall not be terminated and Buyer shall be deemed to have agreed to pay a late charge not exceeding 5% of any sum due hereunder...

34. (f) If default is made upon the failure to pay any installment or payment required to be made to Seller under the terms of this Agreement...

35. (g) An additional security in the event of default, Buyer assigns to Seller all unpaid taxes and all debts which have been incurred and are due and owing to the appraiser or receiver...

36. (h) Buyer shall be liable to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

37. (i) If Buyer fails to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

38. (j) Each and every contract for repairs or improvements on the premises, if any, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises...

39. (k) 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...

40. (l) No right, title, or interest, legal or equitable, in the premises shall be held by Buyer until the closing date of this Agreement...

41. (m) Buyer shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement...

42. (n) If Buyer fails to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

43. (o) An additional security in the event of default, Buyer assigns to Seller all unpaid taxes and all debts which have been incurred and are due and owing to the appraiser or receiver...

44. (p) Buyer shall be liable to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

45. (q) If Buyer fails to pay when due any installment or payment required to be made to Seller under the terms of this Agreement...

46. (r) Each and every contract for repairs or improvements on the premises, if any, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises...

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