

UNOFFICIAL COPY

INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASER, BUYER ALBERT J. BURNETT of 1111 North Marshfield, Chicago, Illinois County, State of Illinois agrees to purchase and SELLER, JAMES H. THOMAS TRUST of 1111 North Marshfield, Chicago, Illinois County, State of Illinois agrees to sell to Purchaser at the PURCHASE PRICE of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 175,000.00) (the PROPERTY commonly known as 331 North Marshfield, Chicago, Illinois and legally described as follows:

Lot 3 and the south 10 feet of Lot 33 in Block B in Richard H. A. Thomas subdivision of Block A and C in E. Turner's subdivision of the Northeast 1/4 of the East 1/2 of the Southeast 1/4 of Section 10, Township 34 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

\$19.08

(hereinafter referred to as "the premises") with approximate lot dimensions of 35' 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 filtering equipment, fixed carpeting, built-in kitchen appliances, water softener (except rental units), existing storm and screen windows and doors, attached shutters, shelving, fireplace screen and ornaments, roof or attic TV antenna, all planted vegetation, garage door openers and car units, and the following items of personal property:

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All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of final closing.

2 THE DEED:

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser (in joint tenancy) or his nominee, by a recordable, stamped general deed with release of homestead rights good title to the premises subject only to the following "permitted encumbrances," if any:

- (1) General real estate taxes not yet due and payable.
- (2) Special assessments confirmed after this contract date.
- (3) Building, building line and use or occupancy restrictions, conditions and covenants of record.
- (4) Zoning laws and ordinances.
- (5) Easements for public utilities.
- (6) ~~Drainage ditches, electric lines and drains for pipes or other utility.~~
- (7) If the property is other than a detached, single-family home, party wall rights and agreements, covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any easements 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 regular assessments due after the time of possession and easements established pursuant to the declaration of condominium.

B. The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. PAYMENT. Purchaser hereby covenants and agrees to pay to Seller at Address of Seller 3350 Clark Parkway, Chicago, Illinois the purchase price of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 175,000.00) or to such other person or at such place as Seller may from time to time designate in writing. The purchase price shall be paid as follows:

- A. Purchaser has paid \$ 17,500.00 by cash and check (indicate check and or note and due date) and will pay no more as earnest money to be applied on the purchase price. The earnest money shall be held by WILLIAMS REAL ESTATE CORP. for the mutual benefit of the parties concerned.
- B. At the time of the initial closing, the sum of \$ 157,500.00 (with no plus or minus prorations, if any, as is hereinafter provided).
- C. The balance of the purchase price, to wit: \$ 157,500.00 to be paid in equal monthly installments of \$ 1,250.00 each, (principal and interest) including interest of Ten (10%) per cent per annum as amortized over 120 (12) years commencing on the 20th day of November 1988 and on the 20th day of each month thereafter until the purchase price is paid in full ("Installment payments").

Albert J. Burnett
Accepted by Buyer

BOX 333-CC

James H. Thomas Trust
Accepted by Seller

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9. AFFIDAVIT OF TITLE: Seller shall furnish Purchaser at final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the premises held pursuant to the Affidavit of Title is required to be furnished by Seller shall be

- A. At least one (1) business day prior to the initial closing, Seller shall furnish to Buyer a Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the usual form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to:
 - (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units;
 - (2) the "permitted exceptions" set forth in paragraph 2;
 - (3) prior mortgages permitted in paragraph 6;
 - (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing;
 - (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.
- B. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.
- C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.
- D. If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this agreement null and void and all earnest money shall be forfeited by the Buyer.
- E. Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8A resulting from acts done or suffered by, or judgments against the Seller.

8. TITLE: Showing said premises on the recorded survey attached to the Declaration of Condominium shall be required. 7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements existing as of this contract date and all easements and building lines and showing no encroachments. (If the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

- A. Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title 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. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. The Seller is not permitted to further mortgage or otherwise encumber or cause any lien to attach to the premises which are the subject of sale.
- B. Seller shall from time to time but not less frequently than quarterly and anytime Buyer has reason to believe 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 fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach of 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 Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.

6. PRIOR MORTGAGES: Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title 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. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. The Seller is not permitted to further mortgage or otherwise encumber or cause any lien to attach to the premises which are the subject of sale.

5. POSSESSION: Possession shall be granted to Buyer on October 25, 1988 provided that the full down payment minus net provisions due in favor of Buyer, if any, has been paid to Seller in cash, or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is other-wise not in default hereunder.

4. CLOSINGS: The "initial closing" shall occur on October 25, 1988 at Chicago Title Exchange, Inc. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.

- D. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of October, 1988.
- 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 subsequent 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 right of survivorship.

5/10/88

16. INSURANCE: A. Buyer shall from and after the time specified in paragraph 4 keep insured against loss or damage by fire or other casualty...

15. FIXTURES AND EQUIPMENT: A. Buyer shall from and after the time specified in paragraph 4 keep insured against loss or damage by fire or other casualty...

14. BUYER TO MAINTAIN: A. Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are...

13. SELLER'S REPRESENTATIONS: A. Seller covenants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation...

12. ESCROW CLOSING: A. At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing...

11. PROVISIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably...

10. HOMEOWNER'S ASSOCIATION: A. This is a new development and the Homeowner's Association is a new entity...

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expense.

- 30 RECORDING. The parties shall record this agreement or a short form memorandum thereof at Purchaser's expense.
31. 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.
- C. 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.
32. 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 the rights, benefits, obligations and duties of the Trustee 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.
33. 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 the rights, benefits, obligations and duties of the Trustee 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.
34. 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 3, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of an person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.
35. 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 the rights, benefits, obligations and duties of the Trustee 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.
36. 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 3, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of an person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.
37. 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 3, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of an person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.
- B. (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and 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 agreement;
- (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default, the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not constitute, continue or extend this agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.
23. NOTICES: All notices required to be given under this agreement shall be construed to mean 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 personally or by certified or registered mail, return receipt, requested to the parties addressed to Seller at the address shown in paragraph 3 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 Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 21, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to resell the premises outright or on terms similar to those contained in this agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this agreement as a bill of sale to Seller without additional payment to Seller to interest therein.
25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.
26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance on 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 possession 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 therein or hereunder, in whole or in part, to any other person, without the written consent of Seller. Any violation or attempted violation or breach of the provision of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest in the said premises in any such transferee, assignee, pledgee, assignee, transferee, or any other person, but Seller may, at Seller's option, declare this agreement null and void and invoke the provisions of this agreement relating to foreclosure hereof.
28. FINAL CLOSING: Buyer shall be entitled to deliver to Seller the Deed of conveyance aforesaid 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 pay 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 loan 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 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 prior mortgage. At the time of delivery of the Deed, Buyer 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 of 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 ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.
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 3, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of an person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.
- 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 the rights, benefits, obligations and duties of the Trustee 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. 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.
- 30 RECORDING. The parties shall record this agreement or a short form memorandum thereof at Purchaser's expense.

2025-01-01

22. DEFAULT FEES:

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Property of Cook County Clerk's Office

X-7615 (N-9-82)

EXCULPATORY CLAUSE

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, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Harris Trust and Savings Bank not on its own right, but solely in the exercise of the powers conferred upon it by virtue of the trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, or of any expressed or implied, such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the said trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein, and that said bank has no right to any of the rents, avails and proceeds from the trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the beneficiary of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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This instrument is recorded by American National Bank and Trust Company
of Chicago, Illinois, on this _____ day of _____, 1988.
The contents of this instrument, including any amendments or modifications
herein, are hereby acknowledged by the undersigned parties to this
instrument.

Witness of Seller's Signatures

SELLER - ESTHER KLEIN - BENEFICIARY

SELLER - JAKE KLEIN - BENEFICIARY

Witness of Purchaser's Signatures

PURCHASER - RICHARD GREENBERG - BENEFICIARY

PURCHASER - RICHARD H. WEXNER - BENEFICIARY

ASSISTANT VICE PRESIDENT

HARRIS TRUST & SAVINGS BANK, TRUSTEE, and not individually

BY: (Seal)

AMERICAN NATIONAL BANK & TRUST COMPANY, (Seal)

SELLER PURCHASER / BUYER

HANDS AND SEALS THIS 25th DAY OF October, 1988

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HERETO SET THEIR
conditionally delivered when deposited with Seller's Attorney.

53. COSTS AND ATTORNEY FEES. 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, expense 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.

54. WELL AND SEPTIC / SOIL BORING AND PERCOLATION TESTS. If the parties agree to delay the delivery of possession beyond closing, Seller shall
guarantee that possession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow
fund shall be paid to Seller. If possession is not so delivered, the escrow shall pay to Purchaser from the escrow funds the
sum of one-fifth (1/5) of the deposit per day for each day or portion thereof possession is withheld from Purchaser
after the agreed date.

51. REPAIRS AND IMPROVEMENTS. Every contract for repairs and improvements on the premises, shall
contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or
other party's interest therein, and no contract or agreement, oral or written shall be made by the 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 con-
tracting, and a signed copy of every such contract and specifications for such repairs and improvements shall be promptly
delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscel-
laneous repairs costing less than Five Hundred dollars or which are paid for by Purchaser in cash. Purchaser shall not make
any structural changes or alterations without the prior written consent of the Seller.

52. POSSESSION ESCROW. If the parties agree to delay the delivery of possession beyond closing, Seller shall
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any structural changes or alterations without the prior written consent of the Seller.

52. POSSESSION ESCROW. If the parties agree to delay the delivery of possession beyond closing, Seller shall
guarantee that possession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow
fund shall be paid to Seller. If possession is not so delivered, the escrow shall pay to Purchaser from the escrow funds the
sum of one-fifth (1/5) of the deposit per day for each day or portion thereof possession is withheld from Purchaser
after the agreed date.

53. COSTS AND ATTORNEY FEES. 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, expense 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.

54. WELL AND SEPTIC / SOIL BORING AND PERCOLATION TESTS. If the parties agree to delay the delivery of possession beyond closing, Seller shall
guarantee that possession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow
fund shall be paid to Seller. If possession is not so delivered, the escrow shall pay to Purchaser from the escrow funds the
sum of one-fifth (1/5) of the deposit per day for each day or portion thereof possession is withheld from Purchaser
after the agreed date.

51. REPAIRS AND IMPROVEMENTS. Every contract for repairs and improvements on the premises, shall
contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or
other party's interest therein, and no contract or agreement, oral or written shall be made by the 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 con-
tracting, and a signed copy of every such contract and specifications for such repairs and improvements shall be promptly
delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscel-
laneous repairs costing less than Five Hundred dollars or which are paid for by Purchaser in cash. Purchaser shall not make
any structural changes or alterations without the prior written consent of the Seller.

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Exoneration provision restricting
any ability of Harris Trust and
Savings Bank, attached hereto, to
revoke or modify any part thereof.

UNOFFICIAL COPY

Xerox of this provision restricting the liability of parties first and second in line stamped on the reverse side hereof, is hereby expressly made a part hereof.

RIDER TO INSTALLMENT CONTRACT FOR DEED

THIS RIDER is attached to and made a part of a certain Installment Contract for Deed by and between the HARRIS TRUST & SAVINGS BANK, TRUSTEE, under Trust Agreement dated Aug. 10, 1977 and known as Trust No. 34670, JAKE KLEIN and ESTHER KLEIN, the Beneficiaries of said Trust, as SELLERS, and the AMERICAN NATIONAL BANK & TRUST COMPANY, TRUSTEE, under Trust Agreement dated October 4, 1988, and known as Trust No. 106657-01, RICHARD P. WEXNER and RICHARD GREENBERG, the Beneficiaries of said Trust, as PURCHASERS, dated October 25, 1988, concerning the improved real property commonly known as 3319 North Marshfield, Chicago, Illinois. The following supplemental and additional items are hereby incorporated therein:

56. PURCHASER agrees that should the use of any part of the premises herein described create or give rise to any liability under the statute of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, PURCHASER shall, at least thirty days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Title Holder a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Title Holder and in a company or companies acceptable to Title Holder insuring the Title Holder both in its individual and in its trust capacity, the beneficiaries under said trust and their agents against any such liability.

57. PURCHASER agrees to a reparation of the Real Estate Taxes for the year 1988 in the event that the taxes are reduced pursuant to SELLERS pending Assessor's Complaint, Docket Number 10.

58. The parties agree that in the event of a sale of the property by PURCHASER the entire balance then due SELLER under the terms and provisions of the agreement shall accelerate and become due and payable immediately.

59. PURCHASER agrees that all beneficiaries of AMERICAN NATIONAL BANK & TRUST COMPANY, TRUST NO. 106657-01, under Trust Agreement dated October 4, 1988, do by this contract, personally guarantee, jointly and severally, the obligations and performance of the PURCHASER under this agreement.

DATED: OCTOBER 25, 1988

HARRIS TRUST AND SAVINGS BANK,
TRUSTEE, SELLER and not individually

By _____
ADRIANT VICK, PRESIDENT

SELLER - JAKE KLEIN,
BENEFICIARY

SELLER - ESTHER KLEIN
BENEFICIARY

AMERICAN NATIONAL BANK & TRUST
COMPANY, TRUSTEE, PURCHASER

By _____

PURCHASER - RICHARD P. WEXNER
BENEFICIARY

PURCHASER - RICHARD GREENBERG
BENEFICIARY

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UNOFFICIAL COPY

EXHIBIT A

The names and addresses of the beneficiaries and the persons having the power of direction of Trust Number 34670, under Trust Agreement dated August 10, 1971 with rider dated July 1, 1975 and Assignment of Beneficial Interest dated the 23rd day of August, 1985, Harris Trust & Savings Bank, Trustee, the title holder of 3319 North Marshfield, Chicago, Illinois, are as follows:

JAKE KLEIN
3350 Carriageway Drive
Arlington Heights, Illinois 60004

ESTHER KLEIN
3350 Carriageway Drive
Arlington Heights, Illinois 60004

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