UNOFFICIAL COPY 55-503220

SALES CONTRACT AND FINANCING AGREEMENT

I Michael E. Becker ("Purchaser") agree to purchase at the price listed below on the terms outlined herein, the following described real estate, in Cock County, Illinois:

507-11-31-413-003-000 Lot 15; Block 6; in W.M.L. Wallen's addition to Roger's Park, a subdivision of the N.E. 1/4 of the S.E. 1/4 of the Section 31 Township 41 Range 15.

conjoinly known as 6621 N. Clark St., Chicago, Illinois 60616, together with all easements and property rights, associated with the afore mentioned real estate, which run with the land or which Andrew F. Becker and Carmen Becker, his wife. ("Sellers") have a right to convey.

Purchaser also agrees to purchase the following personal property on the terms outlined herein:

- (A) All furniture and fixtures attached to the real estate including but not limited to the carpeting, blinds, shades, plumbing, electrical work, refrigerator, store, and clothes washer and dryer.
- (B) All of the assets used in the operation of Becker's Bakery, excluding cash, accounts receivable, and ingredients inventory.
- (C) All of the Goodwill of Backer's Bakery attributable to its numerous years of existence in the area.

Sellers agree to sell the real estate and personal property listed above at the terms and price set forth herein, and to convey or cause to be conveyed to Purchaser of Purchaser's or Purchaser's estate's nominee by a recordable warranty deed, with release of homestead rights, and a proper hill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements; (c) party wall rights and agreements; (d) deserted taxes, excluding special taxes for work completed before November 1, 1988 as well as taxes already accrued but not yet billed, for the period beginning November 1, 1988 and thereafter; (e) payment in full of the installment agreement incorporated hereto and made a part hereof.

The time of closing shall be at the date listed below. Sellers agree to surrender possession of the assets listed above to Purchaser on November 1, 1988.

Furthermore, it is agreed that this contract and financing agreement shall bind all parties made a part hereof as well

Property of Cook County Clerk's Office

as their heirs, assigns or any other persons or entities acquiring any interest in the afore mentioned assets or in this agreement.

In consideration of Purchaser agreeing to purchase the afore mentioned assets from Sellers, Sellers agree to finance the sale as follows:

ASSETS	PURCHASE PRICE	Down Payment	AMOUNT FINANCED
Real Estate	\$70,000	\$5,000	\$65,000
Personalty	\$53,000	\$3,000	\$50,000
Goodwill	\$ 2,000	\$2,000	0

Total Amount financed is \$115,000 (One Hundred Fifteen Thousand, At 9.5% interest for twenty years. Payment of the afore mentioned debt shall be as follows:

- (A) Down Payment of \$10,000 due November 1, 1988.
- (B) Bi-weekly Installments of \$494.39 beginning November 15, 1988 and continuing until September 23, 2008.
- (C) Final payment of \$501.65 due on October 7, 2008.

All payments on account of this indebtedness shall be first applied to interest on the ungaid principal and the remainder to principal. All payments on account of this agreement shall be at such place is the legal holder of this note may from time to time appoint. Purchaser expressly retains the right to pre-pay this note without penalty and with full credit for all unearned interest.

The collateral for this agreement shall be the assets listed above as well as all of the personal assets of Purchaser. Seller's maintain their right to foreclose on any and all of the assets listed as collateral in the event of a default by Purchaser. Default by Purchaser for purposes of this contract means that Purchaser has failed to make a payment in accordance with the terms set forth herein and after 30 days written notice from the legal holder of this note that Purchaser is in default Purchaser has failed to cure said failure or defect.

This contract is intended to be the full and integrated agreement of the parties. This agreement shall be interpreted under the laws of Illinois. Any dispute arising under this agreement shall be tried in the courts of Illinois and in no case shall an arbitrator be assigned without the full consent of all the parties hereunder. If for any reason any clause of this contract shall be

Property of Cook County Clerk's Office

considered by the courts to be invalid, such clause shall be stricken and full effect shall be given to the remaining clauses.

DATED:	SIGNED	•	र १८ अप्रिक्ता
10-22-88		,	• • • • • • • • • • • • • • • • • • • •
000	Andrew F. Beck	P Bly ser Exch	eki-
	Carmen Becker		e 1
Co	Michael E. Bed	ker	
	+CO.		
IN WITNESS WHEREOF Public in and for the CERTIFY that Michael E. Becker personally known names are subscribed to before me this day in a signed, sealed and deliand voluntary act, for forth.	County of Cock, I Becker, Andrew to me to be the the foregoin; i person and acknowled evered the instru	Illinois F. Becker same per nstrumen codged the	DO HEREBY r, and Carmen rsons whose t appeared hat they their free
Given under my hand and		√ day	Oct
My Commission expires:	8/16/9/		
Notary Public	Action of the Control	PARTICIAL SE HARLES KRA PLO 10 DON CO. HOR EUTE	AL" MER MER
		-8	3-503229
		200	MAIU

-88-503220

Mai To:

Andrew F. Becker 6621 N. CHARE ST. Chicago, IL GOBEL

Proberty of Cook County Clerk's Office