

UNOFFICIAL COPY

85-570604

INSTALLMENT CONTRACT FOR DEED

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

I PURCHASER/BUYER, Robert Chavez & Maria Chavez, as joint tenants and not as tenants in common, Address: 2739 W. Haddon, Chicago, Cook, County: State of Illinois, agrees to purchase and SELLER, Lynn Laird, Address: 1539 Walnut Street, Wilmette, Cook, County, State of Illinois, agrees to sell to Purchaser at the PURCHASE PRICE of Fifty-Five-Thousand and 00/100-\$55,000.00, the PROPERTY commonly known as 2739 W. Haddon, Chicago, Illinois, and legally described as follows:

Lot 16 in Block 3 in Wetherbee and Gregory Subdivision of the North Half of the North West Quarter of Section 1, Township 30 North, Range 13, East of the Third Principal Meridian (except the East 100 feet thereof) in Cook County, Illinois.

Known as: 2739 W. Haddon, Chicago, Illinois

P.T.N. 16-01-404-009

(hereinafter referred to as "the premises") with approximate lot dimensions as per survey, 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 unit), existing storm and screen windows and doors; attached shutters, shelving, fireplace screen and ornaments; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property:

All of the foregoing items shall be left on the premises, being listed in the Schedule 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 Warranty Deed, deed with release of heretofore rights, good title to the premises subject only to the following "permitted exceptions," if any:

- (1) General real estate taxes not yet due and payable;
- (2) Special assessments confirmed after this contract date;
- (3) Building, building use and occupancy restrictions, conditions and covenants of record;
- (4) Zoning laws and ordinances;
- (5) Easements for public utilities;
- (6) Drainage ditches, fences, lateral and drain tile, pipe or other conduit;
- (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; restrictions and conditions imposed by the Illinois Condominium Property Act, if applicable, including all 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.

C. PAYMENT: Purchaser hereby covenants and agrees to pay to Seller, at Address of Seller: 1539 Walnut Street, Wilmette, Cook, Illinois, the purchase price of Fifty-Five-Thousand and 00/100-\$55,000.00, in four (4) equal monthly installments 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 to Seller none, and will pay to Seller none, to indicate check and or note and due date and will pay within none days the additional sum of \$3,000.00, as earnest money to be applied on the purchase price. The earnest money shall be held by Seller for the mutual benefit of the parties concerned.
- b. At the time of the initial closing, the sum of \$3,000.00, plus or minus proportions, if any, as is hereinafter provided.
- c. The balance of the purchase price to wth \$55,000.00, to be paid in equal monthly installments of \$565.274, each month, each (principal and interest including interest of 11.128 percent per annum as amortized over 30 years, commencing on the first day of January in 1980, and on the first day of each month thereafter until the purchase price is paid in full ("Installment Payments").

-85-570604

UNOFFICIAL COPY

- C. The final payment of the purchase price and all accrued but unpaid interest and other charges as herein earlier provided, if unsatisfied; and D. the sum in the amount of \$1,000.00, paid by Seller to Buyer on December 1, 1988.
- E. All payments received by Seller shall be applied first to interest accrued and owing on the unpaid principal balance of the purchase price, second, to past due delinquent taxes and assessments which were current 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.

4. CLOSINGS. The "final closing" shall occur on December 1, 1988, and at such time as the "final closing" shall occur all and sundry covenants and conditions herein to be performed by Purchaser have been so performed.

5. POSSESSION: Possession shall be granted to Buyer on December 1, 1988, provided that the full down payment minus prepayment 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 otherwise not in default hereunder.

6. PRIOR MORTGAGES

- 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, unless from time under this agreement, the sum 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 committed 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 extend 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, without the obligation, to make such payments or cure such default and deduct the amount so paid or expended, including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer, from Buyer's interest one under from the unpaid balance of the purchase price or from the installment payment or otherwise under this agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spited survey of the premises, certified by a licensed Illinois surveyor, showing all improvements existing as of the contract date and all easements and building lines and showing no other encumbrances. In the event the premises is a condominium, or a copy of the pages showing said premises on the recorded survey abstract, the Declaration of Condominium shall be supplied.

8. TITLE

- A. At least one full calendar day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an "Owner's Title Commitment" issued by the Register of Titles and a Special Tax and Lien Search, for a commitment issued by a title insurance company licensed to do business in Illinois, to issue a certificate of purchase with insurance policy on the current form of American Land Title Association Owner's Policy (equivalent policy) in the amount of the purchase price covering the date hereof, subject only to:
 - (1) the general exception contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building or four or fewer residential units;
 - (2) the "permitted exceptions" set forth in paragraph B;
 - (3) prior mortgage as permitted in paragraph 6;
 - (4) other title exceptions pertaining to the original title or title insurance company, which may be removed by the payment of money or which shall be removed prior to the initial closing;
 - (5) acts done or suffered by or judgments against the Buyer, or those claiming through or under the Buyer.
- B. If the title company or 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 - regardless of 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 exception, within the period 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 rate the title as it then is, with the amount deducted from the purchase price. If any or either one of a definite or determinable amount, if the Buyer does not select the contract between the parties shall become void and void, without further action of the parties, and all money paid by Buyer hereinfor 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 raised by the parties, subject only to the title exceptions therein stated.
- D. If a Special Tax Deed is issued to Buyer, prior to or after the title commitment, disclosure of same is against the Buyer who may, if he so elects, the title to the deed are thus registered and valid and all earnest money shall be forfeited by the Buyer.
- E. Buyer's taking possession of the premises, shall be an acknowledgement that Buyer is in all respects satisfied and is satisfied with the physical condition of the premises, with matters shown in the survey, and the cession of title to the premises is given to him, as of the initial closing. Seller is to remain liable for any possible liability to have no further obligation, or with respect to the title to the premises, except, that Seller shall remove any except one or defect not permitted under paragraph A, resulting from acts committed by, or judgments against the Seller.

9. AFFIDAVIT OF TITLE: Seller shall furnish Purchaser at final closing with an Affidavit of Title, covering said title, subject only to those exceptions set forth in subparagraph A, prior mortgages, trustee loans, unpaid and unpermitted exceptions, if any, as to which the title insurer commits to obtain insurance in the amount specified in paragraph B. In the event any of the excepted or unpermitted title defects are not cured by the Seller, the Affidavit of Title is agreed to be furnished to the Buyer.

UNOFFICIAL COPY

signed by the beneficiary or beneficiaries of said Trust. All parties shall execute an "All Risk Standard Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNERS ASSOCIATION.

- A. In the event the premises are subject to a condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, period of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.
- B. The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS. 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 as of the date of possession. Real estate taxes for the year of possession shall be prorated as of the date of possession subject to reparation upon receipt of the actual tax bill. No credit shall be given to Purchaser for taxes, but Seller shall pay taxes owed for the period up to the date of possession. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of possession.

12. ESCROW CLOSING. 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, the transaction at the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust concerning installments of title for deed consistent with the intent of this agreement. Upon creation of such a reserve, anything in this agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the deed shall be made through escrow. The cost of the escrow, including an ancillary money lender's escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS.

- A. Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this agreement was executed has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this agreement except as may be set forth in an attached exhibit.
- B. Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heater; and fixtures; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer in his representative and equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. In the absence of written notice of any deficiency from the Buyer prior to the date specified for initial closing, it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall incur no further responsibility with reference thereto.
- C. Seller agrees to leave the premises in broom clean condition. All furniture and personal property to be delivered to Buyer shall be removed from the premises via Seller's expense before the date of initial closing or possession.

14. BUYER TO MAINTAIN. Buyer shall keep the improvements on the premises and the grounds in good repair and condition as they now are, except wear and tear of age, and Buyer shall make all reasonable repairs and renovations upon said premises including by way of example and not of limitation, interior and exterior painting and decorations, e.g., shadow boxes; heating, ventilating and air conditioning equipment; plumbing and electrical systems, and fixtures, etc.; masonry, including chimneys and fireplaces, etc. If, however, the said premises shall not be kept in good repair, clean, neat, tidy, and healthy condition by Buyer, Seller may either:

- A. enter onto, house, or, by their agents, servants, or employees, without notice or disturbance, during reasonable hours, for the purpose of making necessary repairs to the premises, to make the necessary repairs and to do all the work required to place and preserve the premises in good, clean, neat, tidy and healthy condition, and Buyer agrees to pay to Seller, as a charge against the purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, tidy, and healthy condition, or
- B. notify the Buyer to make such repairs and to place said premises in a clean, tidy, and healthy condition within thirty (30) days of such notice (except as otherwise provided in paragraph A), and, upon notice of the Buyer's failure to comply with such notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer shall receive possession of the personal property included in Buyer's personal belongings as of this agreement as fixtures and equipment permanently attached to the improvements on the premises, not until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

- A. Buyer shall from and after the time specified in paragraph 10, maintain appropriate insurance on the premises, including the improvements, fixtures and equipment, described in paragraph 10, for the amount acceptable to Seller in policy conforming to coverage Schedule One of the Illinois Homeowners Policy Form HHI-107-A, also, flood insurance where applicable, with a coverage not less than 100% of the parties' purchase price, except that if the full insurable value of such improvements is less than the terms of purchase price, the cost of such full insurable value for the benefit of the parties herein, as their interest may appear, under the policies shall be held by Seller, and Buyer shall pay the premium for such险种. Insurance shall meet insurer's or insurance requirements.
- B. In case of loss or damage to such improvements, whether before or after closing, only one fire insurance premium for each either of both of the parties hereto shall be levied in account of the same, payable in full in the event the insurance premium is not fully recovered, and the costs of such insurance premium to pay for the loss or damage, shall be held by the party whose interest is damaged or lost in improvements, or will in the event the

UNOFFICIAL COPY

Table 2. Results of the Apparatus

Ensuite, je vous ai dit que j'avais été obligé de faire pour l'avenir pour empêcher que les gens
soient dans la situation où ils étaient et que je leur proposais d'aller dans un autre pays. Je suis toujours
d'accord avec cela et pour toutes personnes qui veulent échapper à ce qu'il leur arrive, je leur recommande de le faire.

Journal of Health Politics, Policy and Law

expansion joints. The author has also found that the best approach for the design of a concrete bridge deck is to use a composite system consisting of a thin reinforced concrete slab supported by a thick, relatively impermeable, flexible membrane.

MANAGING THE PESTICIDE USE AND TRADE IN AGRICULTURE (3)

Digitized by srujanika@gmail.com

(2) *Appropriate measures for the protection of the environment* (including measures to prevent pollution by industrial processes and activities, and measures to control the effects of such pollution)

...and the other side of the same subject, as far as it can be made to affect the present case.

331

REFERENCES AND NOTES

Buyer's Risk - a party is **responsible** for damage to goods if they do not inspect them before accepting delivery.

10. **PURCHASES BY THE BUYER**. In the event of the termination of this Agreement or the sale of Seller's part to another or if the Buyer becomes insolvent or for any other reason

deliberately written by Sallust to bring about the final stage of the war, and that stage of the war which was the most important.

It is also important to note that the primary purpose of the proposed legislation is to provide a framework for the responsible development of oil sands resources, while also protecting the environment and ensuring the safety of workers and communities. The bill includes provisions for environmental monitoring and reporting, as well as strict regulations on emissions and waste management.

SEPARATELY, IN HONORABLE AND DISTINGUISHED, TO NAME THE FRIENDS FOR THE PAYMENT OF THE DEBT WHICH WAS CONTRACTED IN THE PURCHASE OF THE PROPERTY BELEAGUERED BY THE LANDLORDS, AND DISBURSED.

18 FIGURE FOR TABLE 5 AND APPENDIX B
Figure 1. Purse share distribution under different payoffs to the partners in a pure

TAXES AND CHARGES. It shall be the duty of every incorporated town or city to provide for the payment of taxes and charges imposed by law.

296 COMMUNION OF THE HOLY GHOST

UNOFFICIAL COPY

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, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party defendant or claimant in the event of Seller's bankruptcy or being declared insolvent, as a result of the acts or omissions of the other party.

B. (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more of such 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 such similar or different breach or default, the payment or acceptance of money after it falls, the after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession ~~terminated~~, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

C. 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 person addressed at to Seller at the address shown in paragraph 3 or to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

D. ABANDONMENT. Fifteen days' physical absence by Buyer without just cause being unpaid, or removal of the substantial portion of Buyer's personal property without just cause being paid, and in either case, reason to believe Buyer has vacated the premises with intent again to take possession. Such shall be conclusively deemed to be an abandonment of the premises by Buyer, and, except and in addition to Seller's rights set forth in paragraph 21, Seller may, but need not enter upon the premises and, if so, Buyer's agent(s), or anyone else, decorating and preparing to resell the premises notwithstanding terms similar to those contained in this agreement, without cause for the prevailing 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 by Buyer.

E. FILER'S ATTORNEY. Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller will give Buyer notice prior to any such inspection, specifying reasonable cause therefor related to Seller's interest in the premises.

F. 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 thereafter be 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 of the first installment is to be based on a monthly rate commencing the date of initial closing.

G. ASSIGNMENT. The Buyer shall not transfer, partly or wholly this agreement, or any interest herein or hereunder, or shall the Buyer, save pursuant to the terms of this agreement, violate or attempt to violate, or breach or attempt to violate, or breach of the provision of this paragraph by Buyer, or any assignee, tenant here-with, shall vest in right, title or interest herein or hereunder, or in the said premises in any such transferred, sold, assigned, leased, or sub-lease, but Seller may, at Seller's option, declare this agreement null and void and invoke the provisions of this agreement relating to forfeiture hereof.

H. FINAL CLOSING. Buyer shall be entitled to delivery of the Deed, a conveyance statement and a Bill of Sale to the personal property to be transferred to Buyer, once this agreement is fully upon payment of all amounts due hereunder in the form of cash, cashier's check, or bank draft 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 up the amounts due between them, Seller and his wife shall produce such bond at his expense a sufficient for the payment of a currently stated 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 funds he receives from Buyer. The repayment of the prior mortgage shall be subject to and conditioned on Buyer's timely payment of the same. Upon payment of the prior mortgage Seller shall receive the cancelled note and a certificate deeding satisfaction for recording shall be delivered to Buyer. Seller shall give Buyer a copy against the back of the purchase order for record or ready your release. In the event Buyer does not have a mortgage lender, then the Deed of Seller to Buyer shall be signed hereto with the Deed of the Deed from Seller to Buyer, and to facilitate the delivery of documents for the payment of the prior mortgage and the balance of the amount due between the parties agree to complete such exchange at the office 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 declaration as are required to comply with State, County or Local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of the Deed. Buyer and Seller shall pay any such stamps and meet other requirements as then may be established by the local jurisdiction with regard to the transfer of title to Buyer unless otherwise provided in the body of this instrument.

29. TITLE IN TRUST

A. In the event that the title to the interest held in the property is to be held in the name of the Trustee, it shall be conveyed to Buyer, who and if appropriate, under the terms of this agreement, in a manner consistent with the provisions of paragraph 2, except that the severance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary or co-possessor with a power to direct the title holder is attached hereto and by this reference incorporated herein as Exhibit A.

B. The beneficiaries or beneficiaries of and the persons co-possessing the power to direct the Trustee shall cumulatively be obliged to jointly and severally have and to exercise, benefit, obligations and duties of the Seller to be engaged for performance hereunder and such persons shall have 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 initial closing, Seller shall convey title into a trust and comply with subparagraphs A and B of this paragraph.

D. PAPERWORK. The parties shall file this agreement in a short form memorandum thereof at their lawyer's office.

UNOFFICIAL COPY

31. REPAIRS AND IMPROVEMENTS. Every contract for repairs and improvements on the premises, shall contain an express clause specifying sale and release of any and all legal claims or right of action 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 any claim the party contracting, and a signed copy of such contract and specific terms of such repairs and improvements, shall be promptly delivered, or and may be retained by Seller. The foregoing requirement shall not apply to painting, decorating and insulation repairs costing less than five thousand dollars, or which are paid for by the Buyer in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.

32. POSSESSION BY PURCHASER. Both parties agree to delay the delivery of possession beyond closing. Seller shall deposit keys now with the living room key to the home with the Seller throughout the term of 2% of the sale price, and when title possession of the property shall be delivered to Purchaser at point of closing, Seller shall deliver the keys and shall be paid by Seller. If possession is not delivered, the escrow shall pay to Purchaser from the escrow funds the sum of one-half cent per day for each day in possession of possession withheld from Purchaser after the agreed date.

33. CREDITS AND ALLOWANCES. Purchaser shall owe to Seller any unpaid taxes, including Attorney's fees incurred by Seller in any defense or otherwise to such other as to make a party to this agreement, and the taxes and personal property tax and expenses in closing 5 months after incurred by Seller in the closing of the instruments and records of this agreement and incurred in any action brought by Seller against Purchaser or record of the previous holder, the legal costs, expense and attorney's fees may be included and form a part of any judgment entered in any action brought by Seller against Purchaser on or under this agreement.

34. WELL AND SEWER SYSTEM. If property herein has a well and sewer system, then Seller shall furnish to Purchaser from the appropriate authority a report satisfactory to Purchaser that said well and sewer system is safe and good condition. Seller shall also furnish evidence that well and sewer system are licensed under the appropriate laws.

If present, a lease shall be given by Seller to Purchaser, in writing, and bearing a signature acceptable to Purchaser. The above report shall be furnished to the Purchaser before the date of closing. Purchaser is not to initial closing.

35. DEEDS AND RECORDS. The Seller shall furnish to the Purchaser at the time of closing Seller shall furnish approximately 60 days before closing and after the closing record title documents with the County Clerk's Office, which are documents that he deeded to Purchaser upon Purchaser's full payment of the purchase. These documents will be considered delivered when recorded with the County Clerk's Office.

36. TAXES. Seller and Purchaser shall equally share the taxes due to the State of California.

RECEIVED AND INDEXED

1st

12/1/98

88576604

Seller
Lynn Laird
Lynn Laird

Buyer
Robert Chavez
Robert Chavez
Maria Chavez
Maria Chavez

RECEIVED AND INDEXED

Oswaldo A. Hernandez

Paul Vega
Paul Vega

SEARCHED INDEXED SERIALIZED FILED
12/1/98 IRON 6257 12/14/98 13:06:00
WADDELL, MARIA - 88576604
CDP COMPUTER RECORDER

88576604

Wade
Wade

-88576604