#### AMENDMENT and ASSIGNMENT of INSTALLMENT AGREEMENT FOR DEED

This Amendment and Assignment dated the 29th day of August, 1987, by and between COUNTY BANK & TRUST COMPANY, Trustee under Trust Agreement dated December 15, 1969, known as Trust #1401, (hereafter "Seller") and EDWARD T. ANDERSON and JUNE A. ANDERSON, f/k/a JUNE A McMINN, his wife, (hereafter "Purchaser-Assignor") and JOHN R. ANDERSON, a bachelor, (hereafter "Assignee"), amends the Installment Agreement for Warranty Deed dated June 24, 1985, (hereafter "Agreement"):

#### VITNESSETH:

WHEREAS Purchaser desires to assign all right, title and interest in the Agreement; and

WHEREAS Seller is in agreement with said Assignment;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- Purchaser-Assignor hereby assigns all right, title and interest in and to the Installment Agreement for Deed to Assignee;
- 2. Assognee hereby accepts said assignment of Installment Agreement for Deed and agrees to be bound by the terms thereof;
- 3. Seller agrees to release Purchaser-Assignor from the obligations and liabilities of the Agreement and further agrees to look solely to Assignee to satisfy the terms of the Agreement.

IN WITHESS WHEREOF, the parties hereto have signed this

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Amendment and Assignment the day and year first above-written.

SELLER:

County Bank & Trust Company Trustee u/t/a dtd. 12/15/69

#1401

Assist in Vice Presiden

and Trus: Officer

Attest:

PIN#29-32-406-044-1029

PROPERTY ADDRESS: Unit 3C, 945 Ridge, Homewood PURCHASER-ASSIGNOR

Edward T. anderson

Edward T. Anderson

Just a Uniserson

ASSIGNEE:

Jønn R. Anderson

PREPARED BY & MAIL TO:

Peter B. Canalia 18511 S. Torrence Lansing, IL 60438

It is expressly unierally and agreed by and between the parties hereto, anything nerein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, unioritakings and agreements herein made on the part of the Trustee shile in form purporting to be the warranties, indepolities, representations, coverants, unsertakings and agreements of said frates, ard nevertheless, each and every one of them, made and intended not as personal marrantles, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the parpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Tractee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Barrow Bank and Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Poter B. Canalia 18811 S. Tormento Lanslen, It 60438

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7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Furchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the

without Seller's written consent.

manner herein provided.

CHERT AGASEMENT OSED 3. No extension; change, modification or amendment to or or this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension; change; modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be 9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Furchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, logether with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Furchaser shall deliver the policies therefor to Seller, and payments for loss to be applied on the purchase price, and Furchaser shall deliver the policies and known as Trust No. 1461 signed by the parties hereto. therefor to Seller;

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at minist per cent per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, her performancy rofe.

Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined; and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such ovent Seller shall have the right to re-enter and take possession of the premises aforesaid. 12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in my of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County. 13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or v finished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof. 14. Purchaser shall read to Selier 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 to provise, including attorney's fees, incurred by Seller in caforcing any of the covenants and provisions of this agreement and 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 are out of under this agreement. 15. The remedy of forfeiture hersis given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any oner reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right or in takin and prosecute any and every such remedy, contemporaneously, or otherwise, with the exercise of the right of maciture, or any other right herein given with an animal remain and right 16. Purchaser hereby imagestably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the coverants and agree nents herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with a create to such suit of action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

17. If there be more than one person designated herein a "Coller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith a though expressed in the singular, shall be read and construed as plural. 18. All notices and demands hereunder shall be in writing on a notice or demand by registered that to Seller at Floyd M. Phillips & Co. Inc. 900 Ridge Post religious wood, all inois, or to को होते हैं। इस्तानवार हो ने हेन्द्रसामाने आग का कालकारकार कि स्वान्त्रीको उठी होते हैं। बोहर हेते इस्तानवार हो ने हेन्द्रसामाने आग का कालकारकार कि स्वान्त्रीको उठी होते हैं। known address of either party; shall be sufficient service thereof. Any notice or occurred mailed as provided herein shall be deemed to have been given or made on the date of mailing.

19. The time of payment shall be of the essence of this contract, and the coverage and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators' at a signs of the respective parties. 20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. See Rider at tached for additional terms of this Agreement of the lands and seas in displicate, the IN WITNESS WHEREOF, the parties to this agreement have because set their hands and seas in displicate, the day and year first above written. COUNTY BANK AND TRUST COMPANY, AS TRUSTER, UNDER TRUST SELLER: ACREMENT DATED DECEMBER 15 . 1969 (SEAL) PURCHASER JUNE A. HOLINN, LAND PROPERTY OF THE PROPERTY OF THE PURCHASER JUNE A. HOLINN, LAND ed elia Charles AS, TRUST, NO. 1401 ptr 1501 mg (SEAL) on their plant or their quar Mattingule, cocived on within Agreement following sum PRINCIPAL

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RIDER ATTACHED TO AND FORMING A PART OF THAT CERTAIN INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED DATED JUNE 24, 1985
BETWEEN COUNTY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1969 AND KNOWN AS TRUST NO. 1401, AS SELLER, AND EDWARD T. ANDERSON and JUNE A. McMINN AS PURCHASER(S), COVERING THE PROPERTY COMMONLY KNOWN AS UNIT#3C AT 945 RIDGE ROAD, HOMEWOOD, ILLINOIS; AND IF APPLICABLE, GARAGE #N/A.

All terms and conditions of this Agreement to the contrary notwithstanding, it is hereby understood and agreed by the parties hereto as follows:

- A-1 It is further expressly understood and agreed between the parties hereto that: The convenyance to be made by Seller shall be expressly subject to the following:
  - (a) General taxes for the year 1985 and subsequent years and all taxe levied after the date hereof;
  - (b) The rights of all persons claiming by, through or under Purchaser(a);
  - (c) Building, building line and use or occupancy restrictions, conditions and covenants or record, and building and zoning laws and ordinances;
  - (d) Covenants, condicions and restrictions of record, terms, provisions, covens ts and conditions of the Declaration of Condominium Ownership and all amendments, if any, thereto;
  - (e) Private, public and utility easements including any easements established by or invited from the Declaration of Condominium Ownership or a sendment thereto, if any, and roads and highways, if any;
  - (f) Encroachmenus, if any;
  - (g) Part wall rights and agreements, if any;
  - (h) Limitations and conditions imposed by the Condominium Property Act;
  - (i) Any unconfirmed special tax or assessment;
  - (j) Tenant of the unit has either waived or failed to exercise the Right of Refusal or had no right of first refusal with respect to said unit.

Title evidence to be subject to lien of Document Numbers: 21435005

A-2 Purchaser(s) hereby covenant and agree to pay Seller at such place as Seller may from time to time designate in writing, the price of \$43,900.00 in the following manner, to wit:

\$4,900.00 concurrently with the execution hereof, the receipt of which is hereby acknowledged, and the balance of \$39,000.00 in monthly installments as follows:

\$ 335.07 or more per month for the first twelve (12) month period from the date of these Articles of Agreement; the first such payment being due and payable on the 1st day of  $J_{2}U_{1}$  1985 and the subsequent payments being due and payable on the 1st day of each month thereafter, with interest for said first year at the rate of 9-3/4X per annum on the balance of principal remaining from time to time unpaid.

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RIORE ATTACHED TO AND TOBERD A PART OF THAT CERTAIN INSTACLMENT AGENCEMENT FOR TRUSTRE'S DEED DATED MUSE 44, 1985.

BETTREEN COUNTY BANK AND TRUST COMMANY, AS TRUSTEE MODER INVEST AGEREMENT DATED DECEMBER 15, 1969 AND KNOWN AG TRUST BO. 1901.

SELLER, AND MOWAND T. ANDERSON AND JUNE A MUDICULAR AS PUNCHASER(S), COVERNO THE PROPERTY COMMONNY PROME AS UNKY.

905 RIDGE BOAD, HONEWOOD, ILLINOIS; AND IF ASSETCABLE, DELAGD #7 84.

All terms and conditions of this Agreement to the contrary onto the lareby induration and agreed by the partier hereto as follows:

- A-F it is further expressly understood and agreed between the partire berrone that: The convenyance to be ende by Schier shall be empressly subject to the chafter that following:
  - (a) Gameral tarea for the year 198) and subsequent years and an taren layled after the data hereof;
    - (b) The righte of all persons claiming by, chrones or under Purchase(s):
  - (c) Building, building line and une or ecropancy contribute and covanance or record, and building and acminations and ordinances;
    - (d) Covenance, conditions and rescriptions of relevil, term , provisions, sevenants and conditions of the desiredition of Condenintum Ownership and all amendments of large Charleson.
    - (a) Private, public and utility engagers, including may used zenta usrabilished by or implied from the Seriars for of Condominus Ownership or ensudrest thereto, if any, and roads and highways, if any;
      - (1) Encyclackengen, 15 ang;
      - (3) Part woll righte and agreem ats, if any;
      - (h) Limitations and conditions imposed by the Confoministroperty Ant;
        - (i) Any unconfirmed special tex or assessments
    - (j) Tensor of the unit has either walved or iniled to execute the Raght of Related or had no right of first haises with respect to said unit.

Title evidence to be subject to Han of Document Rumburs. 21835005

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\$ (900.08) concurrently with the execution horsof, the recoler of which is hereby acknowledged, and the balance of \$ .09,000.000 and the facultance of \$ .09,000.000 as follows:

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\$ 363.65 or more per month for the second twelve (12) month period from the date of these Articles of Agreement, with interest for said second year at the rate of 10-3/4Z per annum on the balance of prinicpal remaining from time to time unpaid.

\$392.48 or more per month for the third twelve (12) month period from the date of these Articles of Agreement, with interest for said third year at the rate of 11-3/42 per annum on the balance of principal remaining from time to time unpaid.

period from the date of these Articles of Assessent, with interest for said fourth year at the rate of per annum on the belance of principal remaining from time to unpaid.

\$21.49 or more per month for the next four (4) year period (said period commencing three (3) years from the date of these Articles of Agreement) with interest for said four (4) year period at the rate of 12-3/4% per annum of the balance of principal remaining from time to time unpaid, until the entire principal is paid in full. Provided however, that the entire principal balance remaining, 12 may, shall be due and payable on the lat day of June 1992.

Purchaser(s) shall have the right to prepay the whole or any part of the obligation hereunder without notice and without penalty at any time.

- A-3 Notwithstanding anything to the contrary hereunder contained, in the event the Purchaser(s) default in the prepayment of any sum herein provided, or any part thereof, and if said refault will continue for a period of thirty (30) days after notice in writing, then at the option of the Seller all payments remaining due shall become immediately due and payable.
- A-4 Purchaser(s) shall not execute any Leray of the Unit in question without obtaining prior written consent of the Saller.
- A-5 Purchaser(s) further promises to pay to the Seller on each monthly payment date an additional amount equal to one-tweller (1/12th) of the annual taxes (on a calendar year basis) and assessments levied against the premises in question, as well as the monthly Condominium Haintroance Assessment, as well as any Special Assessments, all as determined by Seller.
- A-6 All payments provided for in this Agreement shall be applied first to tax and maintenance escrow, then to interest and then to principal.
- A-7 Seller shall furnish Purchaser(s) a certificate of insurance at the time of closing showing the Purchaser(s) and Seller's interest as Contract Purchaser(s) and Contract Seller respectively.
- A-8 The real estate tax deposit shall be revised annually when the real estate tax bill for the preceding year is issued, and each such revision shall be based upon such previous year's tax bills. In the event the real estate tax escrow maintained by the Seller is insufficient to pay the real estate taxes due in each year, then Purchaser(s), upon written demand by Saller, shall within ten (10) days after the receipt of such demand, remit to Seller an amount equal to the difference between such real estate tax bill and the balance in the real estate tax escrow. The current monthly real estate tax escrow shall be \$60.00.
- A-9 Concurrently with the execution hereof, Purchaser(s) shall execute an Assignment of Rents in favor of Seller.
- A-10 Purchaser(s) agree to abide by all Rules and Regulations set forth by the Declaration of Condominium Ownership and all Rules and Regulations now in existence or hereafter adopted by the Board of Hanagers of the Condominium Association. Seller shall furnish Purchaser(s) a statement from the Board of Managers of the Association at the time of closing stating that all assessments are paid in full through the date of closing.

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- A-5 All pagemonts provided for in this appearance whall be applicable to the thing and madintenance sector, then to share each them.
- A-7 Selist shall furnish Purchasoris) a corrificate of transacta so the calestay showing the Purchasoris) and Relievis cate act to destruct the voluntarial and Contract Selics respectively.
- And The real entate tax deposit shall be veried namedly fire the order to care tax bill for the preceding year is issued, and each section should besed upon such previous year's tax bilis. In the event time veal executar as each or maintained by the Seller is harfied to the event time veal relative tax each order. The instance is such year, then forehabet(s), upon weatten demand by believe the soller an amount equal to men elect or the entry of the contract of the case of the case of the case of the each of the each
  - A-9 Concurrently with the execution harrof, Ferchange(a) characters was assignment of Rance in Lavor of Caller.
- A-10 Purchaser(s) agree to abide by all Rolles and Regulations and the abide to the bush pulse action of Condoctation Democrable and all Rolles and the pulse action of the attacence or bereafter adopted by the Goard of Monagers of the Seiler shall furnish Purchaser(s) a secretary for the following and the Association at the time of circums stating the condoctation was establing the condoctation of assessments are paid in [Util through the condoctation of the con

- A-11 Ail documents, i.e., Articles of Agreement with Rider, Assignment of Eents, must be signed by Purchaser(s) individually and not by or through a Trustee or Nominee.
- A-12 Purchaser(s) shall pay Seller a late charge of five (5%) percent of any monthly payment not received by Seller within ten (10) days after said payment is due under the terms of this Agreement.
- A-13 Any waiver of default or any election of remedy following a default does not limit Seller's freedom of action or election as to subsequent defaults.
- A-14 Purchaser(s) herein hereby acknowledge receipt of a cupy of the Declaration of Condominium Ownership and By-Laws, the projected operating budget and the floor plan for the unit. Seller expressly reserves the right to amend the Declaration of Condominium Ownership, but no such Amendment shall in any manner diminish or impair the value of the Condominium Unit.
- A-15 It is expressly understood and agreed by and between the parites hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Seller while in form purporting to be the representations, covenant), undertakings, and agreements of the Seller are nevertheless each and ever one of them made and intended not as personal representations, covenants, undertakings and agreements by the Seller or for the purpose or with the intertion of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this Contract is executed and delivered by said Seller, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforcible against the COUNTY BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated December 15, 1969 and known as Trust Number 1401, or any of the beneficiaries under said Trust Agreement on account of this Contract or on account of any representation, covenant, undertaking or agreement of the sale Seller in this Contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Purchesor(s) herein and by all persons claiming by, through or under said Purchaser(s).

IN WITNESS WHEREOF, the parties here's have affixed their hands and seals the day first above written.

SELLER:

COUNTY BANK AND TRUST COMPANY as
Trustee under Trust Agreement dated
December 15, 1969, and known as
Trust No. 1401.

PURCHASER(S):

Thomas T. Buderson

LOYARD T. ANDERSON

JUNE A. HCHINN

BY: Darline Donature

Its: Fr. M. V. Carade

et liefy LEGAL DESCRIPTION OF PROPERTY

Unit # 2C3 of Ridgeview Condominiums of Homewood, Illinois, as delineated on a survey of the following described real estate: Lot 1 of Ridgeview Apartments Subdivision, being a part of the South East Quarter of Section 32, Township 36 North, Range 14 East of the Third Principal Heridian in Cook County, Illinois.

Councily known as: 945 Ridge Road, Unit #3C Homewood, Illinois 60430

29-32-406-044-102178

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IN WITHESS WHEREOF, the partie; intere have affixed their hunds and scale the day first above written.

SELLER:

COUNTY BANK AND TRUST CURVAGE OF TEUBER Under Agreement descent trust Agreement and SHO44246

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LEGAL DESCRIPTION OF PROPERTY

Hole \$ 20) of Aldgeview Condominiums of Homogrood, Illievia, no deline seed in a survey of the following described real catages: Euc t of didgeview see hand Subdivision, being a part of the South Rast Quarter of Section 32, Tamesta, 35, November 35, Nov

> 2011 ក្រោយ និស្សបានក្នុងជា ១**៤៤** Commonly known as: Washington of the compand