UNOFFICIAL COPY 3 aved by the Real Estate Law Committee of the DuPage County Bar Association for one is,

This form has been approved by the Real Estate

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3. INSTALLMENT FURCHASE Buyer hereby covenants and agrees to pas to Seller as: Cicero, Illinois of to such other person or at such other place as Seller may from time to time designate in assume, the purchase price is administration on the balance of the purchase price is administration to time unpualitations, as in the rate of _eleven _ and _ one—half	rights, good litle to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not set due and payable; (b) Special assessments confirm a after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and vidinances; (e) Easements for public utilities; (f) Drainage diriches, feeders, laterals and drain tile, pipe or other conduit; (g) if the property is other than a detached, single-family home; party walls, party wall rights and agreements; covenants, conditions and restrictions of second; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easement; es ablished by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the filinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements estrolisher, pursuant to the declaration of condominium. b. The performance of all the covenants and condition, figrein to be performed by Buyer shall be a condition precedent to Seller's
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installments of \$ 525.69 each, commencing on the 1st day of November 19.89 and on the 1st day of eachmont the courchase price is paid in full ("Installment payments"); (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as herein after provided, if not sooner paid shall be due on the 1st day of October 12004 The entire ball ance may be prepaid shall be due on the 1st day of October 12004 The entire ball ance may be prepaid shall be due on the 1st day of October 12004 The entire ball ance may be prepaid principal balance of the purchase price; second, to pay before delinquent all taxes and sessments which subsement 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; (l) 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 "initial dosing" shall occur on September 22 19.89 for on the date, it ans, to which said date is extended by reason of subparagraph 8 (b) at 0ffice of Sellers attorney "final closing" shall occur if and when all coverants and conditions herein to be performed by Buyer have been so performed. 5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on September 22 19.89 possided that the full down payment minus net protations due in favor of Buyer, if any, has been paid to Seller in each or by catheir'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. per existing 6. PRIOR MORTGAGES: (a) Seller reserves the right to keep mortal and another provided for in this Agreement is recorded, be prior to the initial closing maters into to exceed the balance of the purchase price unpud at any time under this Agreement, the lien of which prior mortages and lines are not what han	(5.000.00
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acceptable to Buyer.

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(b) The beneficiars 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 of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to 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 Buser any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buser paying all trust fees and recording cost resulting thereby.

- 30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
- 31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
- 32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as contining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, termine and neuter shall be treely interchangeable.
- 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.
- 35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Selfer" or "Buser" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attornes-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.
- 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, it any, or it seller is a truck then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before

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Notary Public

Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and soluntary act and as the free and

voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____day of _

Commission expires.

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The funds shall be held by seller in a mentulion the depolar of strought of which requires for guaranteed by a Federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned tases, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

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periodic payments and the surpaid distinct of the purchase pince.

If the amount of the funds together with the suture periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's coverants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's statute obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the desiciency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without fishility or obligation on seller's part to account to the Buyer therefore or for any part thereof.

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against te property which shall or may be superior to the rights of the Seller.

the property which shall or may be superior to the rights of the select.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver incirclease of any and all lien or daim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Selfer.

21. PERFORMANCE:

(a) If Buyer (1) default, F., (siling to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such, default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of amother covenant or agreement, so led and such default is not cured by Buyer within thirty (30) days after written notice to Buyer funders the default involves a dangerous to, dirion which shall be cured forthwith). Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more or the following remedies in addition to all other rights and remedies provided at law or in equity. (it maintain an action for any unpaid if stillments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and upon Buyer's interest under this Agreement and upon Buyer's failure to surrender provisesion, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to relinstate as provided in that Act.

(b) A additional acquiring in the most of the Act.

(b) As additional security in the event or delainst Buyer assigns to Seller all unpaid tents, and all tents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any tent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay talles, assessments, insurance, or bens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts the principal balance due, which are principal balance due, and the principal balance due, and the

(d) Seller may impose and Buyer agrees to pay a late of arge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of focault, Buyer tenders to Seller the entire unpaid printipal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under thir Agreement.

22. DEFAULT, FEES: (a) Buyer or Seller shall pay all reasonable attorney's fees and cousis' curred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Boyer or Seller shall be distinct, where and cumulative, and the use of one or more thereof shall not exclude or waive any other right extremely allowed by law, unless spirically waived in this Agreeent; (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 ills due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession here it det, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not relimite, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

21. NOTICES: All notices required to be given under this Agreement shall be construed to the an 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 or to tally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph to or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed observed.

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 eithericase, reason to believe Buyer has a sited the premises with no intent again to take possession thereological be conclusively deemed to be an abandonment of the premises. We buyer, in such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises under "S Buyer's agent to perform necessary decorating and repairs and to re-sell the premises buyinght or on terms similar to those contair ed in this Agreement as abandoned any oers and property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of Lie". Soller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, p. o. Aled 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 of the first day of each month 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 initial closing 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 herein or hereunder nor shall the Buyer lease nor subject the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent hereinful, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and sold and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the per sonal 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 prepay 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 rellecting 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 if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such the element. 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 secure and furnith such real estate transfer of ectarations 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 or 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. AND TRUST:

Town of Cicero transfer tax to be given to Buyer at initial closing.

13. 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

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 Buter when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee? Deed, Irrsuch case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as failbit A.

Holder is attached hereto and by this reference incorporated herein as failbit A.

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Seller shall not further encumber subject property after date of this Agreement. Seller has received to folder of violation from Town of Older of Illinois.

8. HHE:

(a) A least one (I) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Ittle issued by the Registrar of Iitle and I have 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 current form of American Land Title Association Owner's Polics for equivalent policy) in the amount of the purchase price covering the date hereof, subject only to (I) 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 to the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments obscing the Buyer, or those claiming by, through or under the Buyer.

(b) It the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereot to

(b) If the tile commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereot 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 yord, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

The Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) It a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become bens, the Seller may declare this Agreement null and void and all earnest money shall be toriested by the Buyer.

Tel Buser'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 fille to the pemises 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 8 (a) resulting from acts done or suffered by, or judaments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT Co. 'IT. Et Seller shall turnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, or bject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, it answars to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event into to the property is high on trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the templiciary or beneficiars of its aid Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents a large customary or required by the issuer of the Commitment for title insurance.

10. HOMEOWNER'S ASSOC (ATLON):

a) In the event the premises at 'ubject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, turnish Buyer a state merili from the Board of managers, treasurer or managing agent of the association certifising payment of assessments and, if applicable, provide, waiver or termination of any right of first refusal or general option contained in the declaration or tivians 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 cosmitte, 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, genrial taxes association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the dargot initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon reccipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until to a dargot the first installment payment shall be a pruration credit in taxor of the Seller.

12. ESCROW CLOSING: At the election of seller or Eury cupon notice to the other parts not less than five (5) days prior to the date of either the initial or final closing, this transaction or the coine cance contemplated hereby shall be made through excrow with a title company, bank or other institution or an attorney licensed to do of siness or to practice in the State of Illinois in accordance with the general provisions or an excrow trust covering articles of agreement to deed consistent with the terms of this Agreement. Upon creation of such an excroal anothing in this Agreement to the contrary notwith tandom installments or payments due thereafter and delivery of the Deed shall be made through excrow. The cost of the excrow including an ancillary money lender's excrow, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

13. Seller makes no representations concerning premises. Buyer is taking subject to Cicero Zoning Ordinance. Buyer has inspected the premises and is taking 'as is." Buyer will be responsible for obtaining Cicero Sertificate of Compliance prior to final closing and will be responsible for all lown requirements to obtain

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as go of repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premise including by way of example, and not or limitation, interior and exterior painting and decorating; window glass; heating, centilar in 3 and ar conditioning equipment, plumbing and electrical systems and tixtures; root; masonry including chimneys and fireplaces, etc., it, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer. Seller may either all er ter same, himself, or is their agents, servants, or employees, without such entering causing or constituting a termination of this Agricement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said. The tisses in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to puy to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such indice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may axail himself of such remedies as Seller may elect if any, from those that are by this Agreement or at law or equity provided.

13. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the lixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, tissures or equipment shall be removed from the premises without the prior written consent of the Seller.

personal property to be sold to suggest tached to the improvements on the premises, but until payment to tures or equipment shall be removed from the premises without the prior written consent or the consent of the c

(b) In case of loss of or damage to such improvements, whether before of after possession is given hereunder, any insulance proceeds are which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

12 TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer special charges and other taxes, tees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any pair thereof or any improvements thereof, including those heretofore due and to furnish Seller with the original or duplicate receipts

to funds for Taxes and Charges: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelith of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month provide in their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.