89591325

COLLATERAL ASSIGNMENT OF REAL ESTATE CONTRACT

THIS AGREEMENT entered into as of this 28th day November, 1989 by and between Steven Raemont ("Raemont") and Bank of Buffalo Grove ("Bank").

WHEREAS, Raemont has entered into a certain agreement of even date ("Fank Agreement") with Bank and others relating to certain real estate closings at the Arlington Grove Subdivision; and

WHEREAS, Raemont has agreed to assign to Bank as additional collateral for the Obligations all of his right, title and interest in (i) a certain Real Estate Sale Contract (the "Real Estate Contract") dated April 21, 1989 between Raemont as Purchaser and Peter and Henrietta Pilgard as Sellers ("Sellers") a copy of which is attached hereto as Exhibit A and (ii) in the real estate (the "Real Estate") commonly known as 412 W. Palatine Road, Arlington Heights, Illinois which is legally described in Exhibit B hereto in order to induce Bank to enter into the Bank Agreement and proceed with the transactions described therein;

NOW, THEREFORE, in consideration of the premises herein set forth and to induce Bank to enter into the Bank Agreement and for other good and valuable consideration, it is agreed as follows:

1. <u>Defined Terms</u>. Unless otherwise specified herein, each of the capitalized terms used herein shall have the same meaning

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ascribed to each such term in the Bank Agreement. The Recital paragraphs are incorporated by reference and made a part hereof.

- 2. Assignment.
- (a) Raemont hereby pledges, assigns, hypothecates and transfers to bank and hereby grants the Bank a first lien on and security interest in (i) all of his right, title and interest in, to, and arising under the Real Estate Contract and (ii) all of his right, title and interest in and to the Real Estate whether arising under the Real Estate Contract or otherwise as collateral security for (i) the Obligations and (ii) all reasonable expenses which may be paid or incurred by the Bank in collecting any or all of the Obligations and/or enforcing any rights under this Agreement or in respect of the Obligations (all such indebtedness, obligations, liabilities and expenses being herein called the "Obligations").
- (b) Raemont authorizes Bank to record this Agreement with the Cook County Recorder of Deeds and to notify Sellers of the assignment of the Real Estate Contract rursuant to this Agreement.
- 3. Term. This Agreement shall remain in full force and effect until all of the Obligations have been paid in full.
- 4. <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

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unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. Notices. Any notices hereunder to be given shall be given to the respective addresses at the following addresses (or such other address as shall be specified thereby in writing):

fr to Bank, at:

Bank of Buffalo Grove 10 E. Dundee Road Buffalo Grove, Illinois 60090 Attention: David Curtis

If to Raemont, at:

Arlington Grove Development 20746 N. Elizabeth
Prairie View. 71.60069

6. No Waiver: Amendments; Cumulative Remedies. Bank shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder and no waiver, amendment or modification of the provisions of this Agreement shall be valid unless in writing, signed by Bank, and then only to the extent therein set forth. A waiver of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Bank would otherwise have on any future occasion. No failure to exercise nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

7. Successors; Applicable Law. This Agreement shall remain in full force and effect and be binding in accordance with its terms upon Pledgor and the successors and assigns thereof and shall, together with the rights and remedies of Bank hereunder, inure to the benefit of Bank and its successors, endorsees, transferees and assigns until all the Obligations have been satisfied by payment in [01]. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties nereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

MAU To! Prepared by:

Bruce M. Friedman LASER, SCHOSTOK, KOLMAN & FRANK 30 N. LaSalle St., #2500 Chicago, Illinois 60602 (312) 641-1300 Theren Yaemon Steven Raemont

BANK OF BUFFALO GROVE

By: Number of President

89594325

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F.3772 R. 8/88

Real Estate Sale Contract

b. STEVE RAEMONT or his nominee	Purchaser
agrees to purchase at a price of \$ 210,000,00 COOK	on the terms set forth herein, the full traing described real estate it
	ente, printe
(If legal description is not included at time of execution.	
authorized to Insert thereafter.)	igton Heights, Illinois
with approximate for dimensions of	, together with the following property presently located theseon: XXXIIXXXX
messinglicable) (a) storm and screen doors and windows; (b) awnings; (c	es outdoor television antenna, (ii) walf-no-wall, hallway and stair carpeting; (c (grelectric, plumbing and other attached fritures as installed; (h) water softener
PETER PILGARD & HENRIETTA PILGA	WID (Called
	ARTS (Seller respective spouses) (Series
degrees to sell the real estate and the property, if any, described above at	the price and terms set firth betein, and to convey or cause to be conveyed b
of sele, subject only to: (a) covenants, conditions and sestinctions of record party well, lights and agreements, if any; (d) existing leases and tenancies uponomic resets at all processors and tenancies are to all the resets and the resets are to all the resets are the resets are the resets are to all the resets are the resets ar	deed, with release of homestead rights, and a proper bil ril; thi private, public and utility casements and roads and highways. If any: fo is, ks) ዲኮኔ ሲኮኔ ላኔ እስዲያ አክርር አስር የመመር ነው ነው ነው ነው ነው ነው ነው። አንድነውን ከተከነቋ ነዋሪን ነው
	, JNU W
3. Purchaser has paid 3. 200.00 (and will pay within	the purchase price, plus of minus prorations, at the time of closing as follows
(a) The payment of \$ 207,000.00	
* (PAXDIN NASOTING SANGE WITH NEED A SANGES WAS A SANGE AND A SANGE WAS A SANGE OF A SANGE AND A SANGE OF A SA	<mark>ቚኯጜ፧</mark> ቘዹዾ <i>፞ጜጜ</i> ኯፘኯጜቔዀጜጜዺዀዀኇ፞ፘቜፙ <i>ኯጜኯዀ፟ዀ፟ዾ፟ዀ</i> ፟፟፟፟፟፞፞ኯ፟፟፟ቝዀ
THE PARTIES FOR THE WAY TO SERVE AND THE PROPERTY AND THE	EV KRICKYKYKYKXXXX KKRIKAKER RREERK GERSE <u>V V V V V V V X X X X X</u>
A SANGSAISE YAN AND SIN KARSAISKAARKARKARKARKARKARK	ቴዚግ ጆሪ ጽሑ ዜኝ ጓብ ድጨፍ ረ ሕ ጽዕያ ላ ኛ ዕዶስ ጓፈን ^ነ አ <i>ዕዶስ</i> ብ ፈፈራ ሩ ዩ ፈጽ ዲፈቱ _ፍ ዜ ፈ
NAMES	
4: This contract is subject to the condition that Purchaver be able to pro	scure within 30 days a firm commitment for a loan to be secured by
'imprigage or trust deed on the real estate in the amount of 3	20.00, or such lesser sum as Purchaser accepts, with interest not to exceed
reasonable effort, Porchaser is unable to procure such commutation with contract shall become null and sold and all earnest money shall be returned following Purchaser's notice, procures for Purchaser such a commutation of	in the time-specified herein and so mutified Seller thereof within that time, this disciplination, provided that it Seller, at his option, within a like period of time in matter Purchaser that Seller will accept a putchase money mortgage upon the
same terms, this contract shall remain in full force and effect. (Strike pa	myrapu 7 mi pucaure 1
or on the date, if any, to which such time is extended by reasons of paragraph date is later), unless subsequently mutually agreed otherwise, at the office	walter notice that ", enough has been procured if above paragraph 4 is operative to 2 of the Cond, in, wand Stipulations bereafter becoming operative (whichever of
any, provided fitle is shown to be good or as accepted by Purchaser	$\bigcup_{\mathcal{K}_{\mathbf{a}}}$
\$ for each day Seller remains in possession bet	is after the sale has been closed. Siller agrees to pay Purchaser the sum of ween the time of closure and the or cap session is delisered.
7. Seller agrees to pay a broker's commission to None - No r	cal estate broker involved.
in the amount set forth in the broker's listing contract or as follows:	
8) The earnest money shall be held by Pinderski & Pinderski for the mutual benefit of the parties.	, Ltd., Escrow Account
9. Seller agrees to deliver possession of the real estate in the same condi-	tion as it is at the date of this comfact, ordinary wear and test excepted
sal smallett op in the s	10 to 10
 10: A duplicate original of this contract, duly executed by the Setter and hithe date below, otherwise, at the Purchaser's option, this contract that is 	is spouse, it any, shall be delivered to the Purchasers within days from scoree non-and sout and the earnest money shall be refunded to the Purchaser
This contract is subject to the Conditions and Stipulations set to the on the contract.	e back page hereof, which Conditions and Stipulations are made a part of the
Dated April 21, 1989	
Purchaser Steve Ragning T	(Address 207461 N. Elizabeth, PrairieView, IL 60
Steve Raemont	4
Purchaser	(Addrew) 21 Oak Birton Lago a
Select Pilgard	(Address) 21 Oak Ridge Lane, Barrington, IL 6001
Form pormally used for sale of contents of the sale of	Address) (2 24 4 4 4 4 4 4

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver of cause to be delivered to Procusory or Procusory of an original or day spread or the time of closure, a title committeent for an
owner's life insurance policy resued by the SERGM 1013 framance Company in the minorial of the pure losse pure concerning title potential for the real extra owner after
the date hereal, showing title in the intended grantor subsections to cortice second, seep to be continued in the policy intess the real estate is improved with
a single lamily dwelling or an apartment building of non-or-texes a solution more doorte offe exceptions set built above, and (c) title exceptions
pertaining to hence or encumbrances of a definite or accertainable account which item to recover does the free monet of money at the time of scheme and which
the Seller may so remove at that time by using the times to be paid as a tracelessics of the deed citi of which are herent referred to as the permitted
exceptions). The little commitment shall be conclusive exclusive of cost one continuous bearings to all matters insured by the policy, subject only to the
exceptions as therein stated. Selfer also small turnish Paretiaser an off-scorests of accommon torns covering the date of chosing and showing talle in Selfer
subject only to the permitted exceptions in toregoing noise directly active accounts to extend
insurance in the manner specified in paragraph 2 bylow

- 2. If the title commitment discloses unpermitted exceptions. Seller shall have wints shown the old believes thereof where the exceptions tensive discontinuous forms the commitment or in have the fittle tissurer commit to insure against his condamnee that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paraeraph Southe front page hereof, whichever is later. If Seller fails to have the exceptions removed, or to the alternative, to obtain the commitment to inthe insurance specified above as in such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon mone to Seller within Hildays after the expiration of the 40-day period, to take title as if then as with the right to deduct from the purchase price here or encommones of a definite or ascertainable amount. If Purchaser does not so elect, this contract so ill become null and stild without further actions of the parties.
- 3. Zeas, premiums under assignable insurance policies, water and other unitry sharpes, tacis, prepaid service contracts, general faces, accrued interest on mortgage lacibledness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general faxes not then ascertainable as "tog adjusted on the basis of (a), (b), or see below is instrumentation and applicable).
 - (a) 115 % of the most recent ascertainable taxes;
 - (b) The most recent associationable taxes and subsequent readjustment thereof pursuant to the terms of reportation letter attached better and incorporated better by reference.
 - (c) (Other) ___

The ansum of any general taxes with a may accrue by reason of new in additional improvements dull be adjusted as follows:

All prorations are final unless otherwise purvised merein. Evolug leaves and assignable insurance policies, it any, shall then be assigned to Purchaser. Seller shall gay the amount of any stamp tax imposed by State (aw) in the transfer Lie and shall turnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant active yield like the transfer. Lie Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by Iscal ordinance shall be paid by the party upon whom such ordinance places of sevendology therefore. It such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller), (Sirike one.)

- 4. The provisions of the Uniform Sendor and Purchaser Research of the State of Illinois shall be applicable to this contract.
- 5. If this contract is terminated without Purchaser's fault, the carnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser's fault, then at the option of the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission, the ball are it any, to be retained by the Seller as liquidated damages.
- 6. At the election of Seller or Purchaser upon notice to the other party not less than 5d vs prior to the time of closing, this sale shall be closed through an excrow with Chicago Title and Trust Company, in accordance with the general provisions of a vessal form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the vertical agreement of party be required to conform with this contract. Upon the creation of such an escribe, anything herein to the contrary more inhibitanding, payment of pure lase price and delivery of deed thalf be inhald through the escribe and this contract and the earnest money shall be deposited in the escribe. The cost of the serior shall be divided equally between Seller and Purchaser. (Strike paragraphs if mapplicable)
- 7. Time is of the essence of this contract.
- 7.a. Seller shall pay for survey dated within 60 days of this contract at Seller's expense 18. All notices berein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service
- 9. Patchaser and Feller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Reat Estate.

 Sentement Procedures Act of 1976. In the event that either party shall full to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.
- 10. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Resenue Code and is increfore exempt from the "Methholding requirements of said Section. Seller will furnish Porchaser at closing the Exemption Certification set forth in said Section. Section 10 (1985) (1985)

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RIDER A

ATTACHED TO AND MADE A PART OF THE REAL ESTATE SALE CONTRACT BETWEEN STEVE RAEMONT, OR HIS NOMINEE, AS PURCHASER AND PETER AND HENRIETTA PILGARD AS SELLERS

One Instrument. This Rider and the printed Real Estate Contract (collectively, this "Contract") to which it is attached shall be deemed one instrument, whenever there is a conflict in provisions, thise in this Rider shall, in all instances, control and prevail.

Purchaser's Contingencies. This Contract is also contingent upon or subject; to Purchaser's resolution (or waiver) of the following matters to his complete and sole satisfaction at the Purchaser's sole cost and expense. Immediately after the execution of this Contract, the Purchaser, his employees, agents and representatives shall have the right to enter the real estate to conduct? any and all soil and percolation tests, examinations, inspections, feasibility and engineering studies and the like, as well as to contact officials of the Village of Arlington Heights in order to investigate the applicable zoning, the obtainment of a plan of subdivision and the availability of utility services to the property. Specifically, without limitation, the Purchaser shill have the right to commence immediately said soil surface, subsurface and geological tests with respect to the real estate and prepare such topographical and other surveys of the real estate as may be necessary to the exercise of Purchaser's reasonable judgment. If following such tests and studies, and on or before thirty (30) ray, after the date of the Contract, the Purchaser in his sole and absolute discretion, concludes that he is not satisfied with the results of the foregoing for any esaon whatsoever, including, without limitation, the unavailability of adequate utility service capacity or easements or the unavailability of the approval of a plat of surfivision then the Purchaser may elect to terminate this contract by giving Sillers written notice and the earnest money deposit, and the interest earned thereon it any, shall be returned promptly to the Purchaser and thereupon' this Contract shall be of no further force and effect. The Purchaser shall pay all costs of such tests and studies.

- Indemnification obligation of Purchaser. The Purchaser hereby indemnifies and holds the sellers harmless from and against all costs, losses, damages, charges, is expenses, claims, liens, or liability (including reasonable attorneys) fees and litigation costs) incurred by the Seller of effecting the real estate as a result of the Purchaser's activities under R-2 hereof. The purchaser agrees that he will not suffer or permittany lien against this real estate as a result of the activities conducted hereunder.
- R. 4. Purchaser has personally examined the property and knows the condition thereof and accepts the same.
- Whenever possible, each provision of the agreement shall be integrated in such manner as to be effective and valid under applicable 3 w. but if any provision of the Agreement shall be prohibited by or invalid under applicable taw, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of the remaining provisions of the Agreement.

Dated: April ___, 1989

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PURGHASER

Stove Ramons

SELLERS:

Poter Pilesed

Henrietta Pilgard

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EXHIBIT B

The East 100 feet of the West 359 feet of the South 600 feet of that part of the East 1/2 of the Southeast 1/4 of Section 18, Township 42 North, Range 11, East of the Third Principal Meridian, lying South of the Center Line of Rand Road and North e Cer.

Atologram of Cook County Clarks Office of the Center of Palatine Road, in Cook County, Illinois.

89591325

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