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## ARTICLES OF AGREEMENT FOR DEED

1. Idella J. Hudson-Blackwood, married to Cleveland Blackwood, address 8137 S. Prairie, City of Chicago, County of Cook; State of Illinois, and Vera Brent, single, address 8426 S. Essex, City of Chicago, County of Cook; State of Illinois (Buyers); agree to purchase, and Lovell Laddell and Ola Marie Laddell, his wife, (Sellers), address 2226 E. 71st, City of Chicago, County of Cook, State of Illinois, agree to sell to Buyers at the PURCHASE PRICE of SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000.00) the property commonly known as 2226 E. 71ST, City of Chicago, County of Cook and State of Illinois and legally described as follows:

Lot 26 in Block 6 in the Resubdivision of Blocks 10 and 11 and a part of Block 12 in the South Shore Division, Number 3, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX INDEX NUMBER 20-24-420-007-000

Address of Property 2226 E. 71st Street, Chicago, Illinois 60649

(hereinafter referred to as "the premises")

with approximate lot dimensions to be supplied by owner, 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; existing storm and screen windows and doors; and shelving.

All of the foregoing items shall be left on the premises; are included in the sale price; and shall be transferred to the Buyers by a Bill of Sale at the time of final closing.

### 2. THE DEED:

a. If the Buyers shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyers, at the time and in the manner hereinafter set forth, Sellers shall convey or cause to be conveyed to Buyers or their nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes for 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 1988, not yet due and payable; (b) Building, building line and use of occupancy restrictions, conditions and covenants of record; (c) Zoning laws and ordinances; (d) Private, public and utility easements; (e) Drainage ditches, feeders laterals and drain tile, pipe or other conduit; and agreements, covenants, conditions and restrictions of record; terms, provisions, covenants, installments of assessments not due at the date hereof.

b. The performance of all the covenants and conditions herein to be performed by Buyers shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.

### 3. INSTALLMENT PURCHASE:


Buyers hereby covenant and agree to pay to Sellers at 1921 Green Tree Road, Springfield, Illinois 62703 or to such other person or at such other place as Sellers may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing. All payable in the manner following to wit:

a. Buyers have paid One Thousand Dollars (\$1,000.00) to be applied to the purchase price. Buyers agree to pay an additional sum of Six Thousand-Eight Hundred Dollars (\$6,800.00) as earnest money before or at the time of the execution of this Agreement. The earnest money shall be held by Sellers' attorney for the mutual benefit of the parties concerned.

b. At the time of the initial closing, Buyers agree to pay the additional sum of Seven Thousand-Eight Hundred Dollars (\$7,800.00) plus or minus prorations, if any, as is hereinafter provided;

c. The Purchaser shall pay to Sellers the balance of Sixty-Two Thousand Four Hundred Dollars (\$62,400.00) plus interest of ten percent (10%) per annum over a fifteen (15) year period;

d. The Purchasers agree to pay principal and interest payments in equal monthly installments of \$670.15 commencing on the First day of MAY, 1989, and on the First day of each month thereafter until February, 2004;

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e) The final payment of the purchase price and all accrued but yet unpaid interest and other charges as hereinafter provided, if not sooner paid, shall be due on the first day of February, 2004;

f) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, to pay insurance premiums falling due after the date of this Agreement, and fourth, to reduce said unpaid principal balance of the purchase price;

g) No prepayment penalty will be assessed against Buyers;

h) Payments of principal and interest to Sellers shall be received in tenancy in common.

## 4. CLOSING:

The "initial closing" shall occur on February 1, 1989, (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyers have been so performed.

## 5. POSSESSION:

(1) Possession shall be provided to Buyers on or before December 22, 1988, and will continue until initial closing provided that the full down payment minus net prorations in the agreed amount due has been paid to Sellers in cash or by cashier's or certified check on or where relevant after the initial closing date, and further provided that Buyers on such initial closing date is otherwise not in default hereunder.

(2) Buyers agree to pay rent in the amount of \$670.55 per month, commencing on the date of possession of the premises as provided to Buyers by Sellers until the date of the initial closing. Any and all rents shall be prorated from the date possession is provided Buyers, until December 31, 1988. Rent for the month of January, 1989 shall be paid in full for the entire period. Rent for the month of February, 1989, or subsequent months, if any, shall be prorated until the date of closing. All rents are due at the commencement of each month.

## 6. PRIOR MORTGAGES:

a) Sellers reserves the right to keep or place a mortgage(s) or trust deed(s) ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage(s) shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyers may have in the premises, and Buyers expressly agree upon demand to execute and acknowledge together with Sellers any such mortgage or trust deed (but not the note secured thereby).

b) Sellers shall from time to time, but not less frequently than once each year and anytime Buyers have reason to believe a default may exist, exhibit to Buyers receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

c) In the event Sellers 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 or default in the terms of any indebtedness or prior mortgage, Buyers shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyers to protect Buyers' interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

## 7. SURVEY:

Prior to the final closing, Sellers shall deliver to Buyers or their agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines.

## 8. TITLE:

a) At least one (1) business day prior to the initial closing, Sellers shall furnish or cause to be furnished to Buyers at Sellers' expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax 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 Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, (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

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ascertainable amount, which may be removed by the payment of cash, a portion shall be removed as to a lien to the initial closing and (b) acts done or suffered by or judgments against the Sellers, or those claiming by, through or under the Buyers.

(b) If the title commitment discloses unpermitted exceptions, the Sellers 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 against loss or damage that may be caused by such exception and the initial closing shall be delayed. If necessary, during said 30 day period to allow Sellers time to have said exceptions waived. If the Sellers fail 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 Buyers may terminate the contract between the parties, or may elect, upon notice to the Sellers 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 Buyers does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyers hereunder shall be refunded.

(c) 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 herein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment discloses judgments against the Buyers which may become liens, the Sellers may declare this Agreement null and void and all earnest money shall be forfeited by the Buyers.

(e) Buyer, 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, and the condition of title to the premises as shown to him on or before the initial closing. Sellers shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Sellers shall remove any exception or defect not permitted under paragraph (a), resulting from acts done or suffered by, or judgments against the Sellers between the initial closing and the final closing.

## 9. AFFIDAVIT OF TITLE:

Sellers shall furnish Buyers at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Sellers shall be signed by the Trustee and the beneficiary or beneficiaries of said trust. All parties shall execute an "Auto Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuers of the commitment for title insurance.

## 10. PROPRATION:

General taxes, and, if final meter readings cannot be obtained, water and other utilities shall be adjusted retroactively as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of such date, subject to reimbursement upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a pro-ration credit in favor of the Sellers.

## 11. ESCROW CLOSING:

At the election of Sellers or Buyers, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or 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 covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, 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 any ancillary money lender's escrow charge, shall be paid by the Buyers.

## 12. SELLERS' REPRESENTATIONS:

(a) Sellers expressly warrant to Buyers 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 Sellers, then principal or their agent within ten (10) years of the date of execution of this Agreement.

(b) Sellers represent 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

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equipment, water heaters and softeners, septic, plumbing, and electrical systems; remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyers.

## 13. BUYERS TO MAINTAIN:

Buyers shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyers shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decoration; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; and masonry. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyers, Sellers may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyers' possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyers agree to pay to Sellers, as additional amount for the purchase price for the premises, the expenses of Sellers in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyers to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyers in complying with said notice, then, Sellers may avail themselves of such remedies as Sellers may elect, if any, from those that are by this Agreement or a law or equity provided.

## 14. FIXTURES AND EQUIPMENT:

At the time of the initial closing on the premises, Buyers shall receive possession of the personal property to be sold to Buyers pursuant to the terms of this Agreement as well as of the fixtures 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, fixtures or equipment shall be removed from the premises without the prior written consent of the Sellers.

## 15. INSURANCE:

(a) Sellers shall from and after the time specified in paragraph 5 for the benefit of Buyers keep said premises insured against loss or damage by fire or other casualty, the property referred to in Paragraph 1 and such improvements now and hereafter erected on the premises with a company, or companies, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Sellers, and Buyers shall pay the premiums thereon as provided in paragraph 17(b) herein.

(b) In case of loss or damage to the Premises, whether before or after possession is given hereunder, any insurance proceeds to 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 damage or lost to the Premises, 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.

## 16. TAXES AND CHARGES:

As provided in paragraph 3, it shall be the Buyers' 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 service charges and other taxes, fees, liens and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Sellers with the original or duplicate receipt, therefore.

## 17. FUNDS FOR TAXES AND CHARGES:

(a) In addition to the agreed installments for principal and interest provided in paragraph 3, Buyers shall deposit with the Sellers, bi-annually, which shall be due and payable on the first day of January and July of each year subsequent to the date of final closing, until the purchase price is paid in full the sum (herein referred to as "funds") equal to one-half of the annual value of the 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, all as reasonably estimated to provide sufficient sums for the full payment of such charges prior to them each becoming due and payable. Failure to make the payments required hereunder shall constitute a breach of this Agreement.

(b) The funds shall be held by Sellers in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Sellers are hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, and premiums. Sellers shall,



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upon the request of the Buyers, give the Buyers an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts disbursed. The funds are hereby pledged as additional security to the Sellers for the periodic payments and the unpaid balance of the purchase price.

(c) If the amount of the funds together with the future 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 prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyers' covenants or agreements hereunder of which Sellers have given written notice to Buyers and, second, at Buyers' option, as a cash refund to Buyers or a credit toward Buyers' future obligations hereunder. If the amount of the funds held by Sellers shall not be sufficient to pay all such charges as herein provided, Buyers shall pay to Sellers any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Sellers to Buyers requesting payment thereof.

(d) Sellers may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyers 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, Sellers shall promptly refund to Buyers any funds so held by Sellers.

## 18. BUYERS' INTEREST:

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

(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 Buyers or others shall belong to and become the property of the Sellers without liability or obligation on Sellers' part to account to the Buyers therefore or for any part thereof.

## 19. LIENS:

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

(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 and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyers 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 Sellers.

## 20. PERFORMANCE:

(a) If Buyers (1) default by failing to pay when due any single installment or payment required to be made to Sellers under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyers; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyers within thirty (30) days after written notice to Buyers (unless the default involves a dangerous condition which shall be cured forthwith), Sellers may treat such a default as a breach of this Agreement and Sellers shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity, (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyers' interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyers, and upon Buyers' failure to surrender possession, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyers to reinstate as provided in that Act.

(b) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyers to Sellers.

(c) Sellers may impose and Buyers agree to pay a late charge not exceeding 5% of any sum due hereunder which Sellers elect to accept after the date the sum was due.

(d) Anything contained in subparagraphs (a) through (c) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyers tender to Sellers the entire unpaid principal 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 Buyers under this Agreement.

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## 21. DEFAULT, FEES:

(a) Buyers or Sellers 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 Buyers or Sellers are made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyers or Sellers shall be distinct, separate and cumulative, and the use of one or more thereof 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 any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyers or Sellers or after the termination of Buyers' right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not constitute, constitute or constitute this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

## 22. NOTICE:

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 their agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Sellers at the address shown in paragraph 1 or if to the Buyers at the address of the premises. Notice shall be deemed made when mailed or served.

## 23. ABANDONMENT:

Fifteen days' physical absence by Buyers with any installment being unpaid, or removal of the substantial portion of Buyers' personal property with installments being paid, and, in either case, reason to believe Buyers have vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyers. In such event, and in addition to Sellers' remedies set forth in paragraph 19, Sellers may, but need not, enter upon the premises and act as Buyers' agent to perform necessary decorating and repairs and to resell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyers shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyers' interest therein shall thereby pass under this Agreement as a bill of sale to Sellers without additional payment by Sellers to Buyers.

## 24. SELLERS' ACCESS:

Sellers may make or cause to be made reasonable entries upon and inspection of the premises, provided that Sellers shall give Buyers notice prior to any such inspection specifying reasonable cause therefor related to Sellers' interest in the premises.

## 25. CALCULATION OF INTEREST:

Interest for each month shall be added to the unpaid balance of the first day of each month at the rate 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.

## 26. ASSIGNMENT:

The Buyers shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyers lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyers, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Sellers may, at Sellers' option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

## 27. FINAL CLOSING:

Buyers shall be entitled to delivery of the deed of conveyance, sforessio Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyers under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check payable to Sellers, which amount shall be without premium or penalty. At the time Buyers provide notice to Sellers that they are prepared to prepay all amounts due hereunder, Sellers forthwith either shall produce and record at their expense a release deed for the prior mortgage, or obtain a properly issued

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loan repayment letter reflecting the amount necessary to discharge and release deed for the prior mortgage. Sellers shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyers. The repayment of the prior mortgage shall be supervised and administered by Buyers' mortgage lender, if any. Upon repayment of the prior mortgage Sellers shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyers. Sellers shall give Buyers a credit against the balance of the purchase price for the cost of recording such release. In the event Buyers do not have a mortgage lender, then the delivery of the cancelled note to Sellers shall be simultaneous with the delivery of the Deed from Sellers to Buyers, 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, Buyers and Sellers shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Sellers shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyers, and Buyers shall pay any such stamp taxed and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyers unless otherwise provided in the local ordinance.

## 28. 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 Buyers 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's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder shall be attached hereto and by the reference incorporated herein as Exhibit A.

(b) The beneficiary 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 Sellers 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 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, Sellers agree that upon the written request of the Buyers any time prior to the final closing, Sellers shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyers paying all trust fees and recording cost resulting thereby.

## 29. RECORDING:

The parties shall record this Agreement or a memorandum thereof at Buyers' expense.

## 30. 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.

## 31. 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 confining 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, feminine and neuter shall be freely interchangeable.

## 32. 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.

## 33. 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 Sellers and Buyers. Time is of the essence in this Agreement.

## 34. JOINT AND SEVERAL OBLIGATIONS:

The obligations of two or more persons designated "Sellers" or "Buyers" 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 attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

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35. NOT BINDING UNTIL SIGNED

A duplicate original of this Agreement duly executed by the Sellers and his spouse, if any, or if Sellers is a trustee, then by said trustee and the beneficiaries of the trust shall be delivered to the Buyers or his attorney on or before \_\_\_\_\_, 19\_\_; otherwise at the Buyers' option, this Agreement shall become null and void and the earnest money, if any, shall be returned to the Buyers.

SELLERS:

*Lowell Sedell*  
*Ma Marie Sedell*  
dated: 3/21/89 (MVA)

BUYERS:

*Adella J. Hudson Blackwood*  
*Vera Grant*

This instrument prepared by

MICHAEL G. BROWN, Esq.  
Michael G. Brown Associates, Ltd.  
Attorney at Law  
40 E. 9th Street  
Suite 1918  
Chicago, Illinois 60605

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Property of Cook County Clerk's Office



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STATE OF ILLINOIS

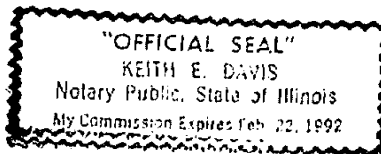
County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LOVELL LEDDELL and OLGA MARIE LEDDELL personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 21st day of MARCH, 1989.

*Keith E. Davis*  
NOTARY PUBLIC

COMMISSION EXPIRES 2/22/92



STATE OF ILLINOIS

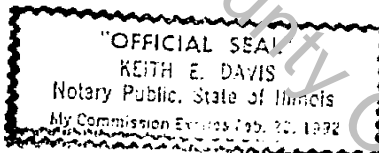
County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IDELLA HADSOBIL-BLACKWOOD and VERA CIRIACU personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of MARCH, 1989.

*Keith E. Davis*  
NOTARY PUBLIC

COMMISSION EXPIRES 2/22/92



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COOK COUNTY RECORDER

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MAIL TO: KEITH E. DAVIS  
ATTORNEY AT LAW  
416 EAST 71ST STREET  
CHICAGO, IL 60619

*1989  
mae*