* See attached

UNOFFICIAL COPY9 INSTALLMENT CONTRACT FOR DEED 90401984

77) 10010	CIL S. Wolf Road, Prospe	ct Hts., Il	as joint tenants and not as ten. COOK County: S	
cf	agrees to purchase, and S		State Bank L.T. 2231	
Address 800 Waukegan	Road, Glenview		Ock County: State of Illinois	
· · · · · · · · · · · · · · · · · · ·	t the PURCHASE PRICE of.	Seventy-six thou	sand, three hundred and	
	Dollars (\$ 76,300.) the PROPERTY commonly kno	
Unit 409-S, Lake R	un Condominiums, 16 E.	Old Willow Rd.	and legally described as follow	
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	e premises") with approximate		ondominium	
together with all trap overments and fixtures, if any, including, but not limited to: All central heating, plumbing electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fit carpeting; built-in kitcher appliances, water softener (except rental units); existing storm and screen windows and do attached shutters, shelving, alleplace screen and ornaments; roof or attic T.V. antenna; all planted vegetation; garage depeners and car units; and the following items of personal property: Stove, Refrigerator, Distayasher, and two window sleeve air conditioners.				
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Unit Number 409-5 ___, as delineated on survey of the following described parcel of real estate which survey is attached as Exhibit "B" to the Declaration of Condominium Ownership made by Amalgamated Trust and Savings Eank, as Trustee under Trust No. 2302; and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24-489-033, as described as follows:

That Part of the East 40 Acres of the West Half of the Northwest Quarter of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, Lying South of the North Line of the South Half of the Northwest Quarter (Except the West 40 feet thereof), in Cook County, Illinois. Together with a percentage of common elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amended declarations as same are filed of record, pursuant to said Declaration and together with additional common elements as said amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective ia.
Conto on the recording of each such amended declaration as though conveyed hereby.

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- D. The final payment of the purchase price and all a provides, include the price shall be the on he are and all accrued but unpaid interest and other charges as hereina(te The Colo ag order of priority: first, to interest accrued E. All payments received thereunder shall be applied 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, and to pay insurance premiums falling due after the date of this agreement; and fourth, to reduce said unpaid principal balance of the purchase price; F. Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship. March First 4. CLOSINGS: The "initial closing" shall occur on . "Final closing" shall occur if and when all covenants and conditions to be determined berein to be performed by Purchaser have been so performed. April first 5. POSSESSION: Possession shall be granted to Buyer on _ provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash, or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder. 6. PRIOR MORTGAGES: A. Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this agreement, the lien of which prior mortgage shall, at all times not with standing that this agreement is re oiled, be prior to the interest that Buyer may have in the premises. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement. The Seller is not permitted to further mortgage or concruise encumber or cause any lien to attach to the premises which are the tubject of sale. B. Seller hall from time to time but not less frequently than quarterly and anytime Buyer has reason to believe a default rusy exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by
 - any such prior morigage.
 - C. In the event Sale, shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach of default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, 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 Buyer to project Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.
 - D. Seller shall provide, prior to initial closing, copy of exsisting mortgage with evidence of principal due.
- 7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all ir prevenents existing as of this contract date and all easements and building lines and showing no encroachments. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

8. TITLE:

- A. At least one (1) 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 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 hereolytubject only to:)
 - (1) 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;
 - 90401983 (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing:
 - (5) acts done or suffered by or judgments against the Buyer, or those claiming by chrough or under the Buyer.
- B. If the title commitment discloses unpermitted exceptions, the Seller shall have thir ex (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 exceptions and the initial closing shall be delayed, imprecessary, 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 void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.
- C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, at to all matters insured by the policy, subject only to special exceptions therein stated.
- D. If a Special Tax Search, Lien Search, a Judgement Search or the title commitment disclose judgments against the Buyer, which may become liens, the Seller may declare this agreement null and void and all carness money shall be forfeited by the Buyer.

If a Special Tax Search, Lien Search, a Judgement Search or the title commitment disclose judgements against the Seller which may become liens, the Buyer may apply funds to remove Taxes, Leins or Judgements and if the funds due Seller are not sufficient to clear title. Buyer may declear this Agreement null and void and Seller shall return all Buyers deposits and pay Buyer's reasonable attorney fees incurred in this transaction.

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- E. Buyer's taking plotsels on of the premites shall be conclusive entering that duyer in all respects accepts and is satisfied with the physical countries of the premites all glatifies shown on the condition of title to the premites as shown to nim 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 8A resulting from acts done or suffered by, or judgments against the Seller.
- 9. AFFIDAVIT OF TITLE: Seller shall furnish Purchaser at 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 0 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 Seller shall be

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

10. HOMEOWNER'S ASSOCIATION:

- A. In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.
- B. The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.
- 11. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably as of the date of possession. Real estate taxes for the year of possession shall be prorated as of the date of possession subject to reproration upon receipt of the actual tax bill. No credit shall be given to Purchaser for taxes, but Seller shall pay taxes owed for the period up to the date of possession. Further, interest or, the unpaid principal amount of the purchase price shall acrue from the date of possession.
- 12. ESCROW CLOSING. At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date, of either the initial or final closing, 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 installment contracts 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 of a thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money terms as escrow, shall be paid by the party requesting it.

13. SELLER'S REPRESENTATIONS:

- it is the title holder of the subject property and so long as this contract is in good standing
- A. Seller expressly warrants to Buyer that no wice from any city, village or ther 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 in Seller, his principal or his agent within ten (10) years of the date of execution of this agreement except as may be set forth in an attached exhibit.
- B. Seller represents that all equipment and appliance in be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; neating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Soller's expense correct the deficiency. In the absence of written notice of any deficiency from the Buyer prior to the date specified for initial closing it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall have no further responsibility with reference thereto.
- C. Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing or possession. The property shall be in the same condition at the time of initial closing or closing as at the time of Contract, normal wear on lear excepted.
- D. Seller shall not alienate Title to the Subject Property nor allow any Incumberance to exceed the balance due from Buve. during the term of this Contract.
- 14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, 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;
 - A. enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this agreement or an interference with Buyer's 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 Buyer agrees to pay 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 within thirty (30) days of such notice (except as is otherwise provided in paragraph 21, and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this agreement or at law or equity provided.
- 15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer 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 fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, more of such personal property, fixtures or equipment shall be removed from the premises without the prior written cousent of the Salher.

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A. Buyer shall from and after the time specified in paragraph 4 keen insured against loss or damage by fire or other casualty, the improvements and hereafter incled in prignic, with company, or companies, reasonably acceptable of sile impalitues conforming to Irratines Service threat Homeowners Form 3 ("H.O. 3") and, also, flood insurance where applicable, 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, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due. Insurance shall meet insurer's co-insurance requirements.

B. In case of loss of or damage to such improvements, 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

B. In case of loss of or damage to such improvements, 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 damaged or lost improvements, 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.

- C. Purchasers shall keep all buildings at any time on the Property insured in Seller's name at Purchaser'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. Purchaser shall procure and continue in force in the names of Purchaser and Seller, general liability insurance against any and all claims for injuries to persons or property occurring in the Property, such insurance to be at all times in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars for injuries to persons in one accident. One Hundred Thousand (\$100,000.00) Dollars for injuries to any one person and Fifty Thousand (\$50,000.00) Dollars for damage to proverity. Such insurance shall be in such form and issued by such company authorized to engage in the busin is a of general liability insurance in the State of Illinois as shall be acceptable to Seller in its sole discretion. Purchase it shall deliver all policies of insurance required hereunder to Seller and shall deliver to Seller at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuous of the insurance.
- 17. TAXES AND CHAYGES: It shall be Buyer's obligation to pay at Buyer's expense 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, homeowner association assessments and charges now or hereafter levied or assessed or charges against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Sells, with the original or duplicate receipts therefor.
- 18. 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 or initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the years; exet, 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 prior to their each becoming due and payable. Failure to make the deposits required hereunder chall constitute a breach of this agreement. Seiler has option to have purchaser pay insurance and assessments directly.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, 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.

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 22 Feing required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to due any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to differ and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future 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 1 my amount necessary to make up the deficiency 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 accourt, or verifying and compiling said assessments and bills, nor shall buyer be entitled to interest or earnings on the funds, uniterest or carried as 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.

- 19. PURCHASER'S INTEREST IN IMPROVEMENTS: 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 liability or obligation or Seller's part to account to the Buyer therefor or for any part thereof.
 - 20. LIENS: Huyer shall not permit a mechanics' judgment or other lien to attach to the premises.

21. PERFORMANCE:

A. If Buyer

- (1) defaults by failing 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 any other covenants or agreements hereof and such deafault is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition 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 of the following remedies in addition to all other rights and remedies provided at law or in equity:
 - (a) maintain an action for any unpaid installments;
 - (b) delease the entire balance due and maintain an action for such amount;
 - (c) forfeit the Buyer's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Purchaser to reinstate as provided in that Act.

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8. As additional security in he ewatt of claus, they rassigned Scheral impaid rents, and all rents which accrue thereafter, and in addition to the remaider provided above and in conjunction with any one of the, Scher may collect any rent due and owing and may seek the appointment of a receiver. 3 4 C. If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seiter. D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfested and determined, if within 20 days after such written notice of default. Purchaser tenders to Seller 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 Purchaser under this agreement. 22. DEFAULT, FEES: A. Buyer of Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party. B. (1) All tights and remedies given to Buyer or Seller 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 vaiver 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 accipience of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after he termination of Buyer's right of possession hereunder, or after the service of any notice, or after commercement of any suit, or after final judgment for possession of the premises shall not reinstate, continue of thend this agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly vaived. 23. NOTICES: All notices required to be given under this agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt, requested to the parties addressed if to Seller at the address shown in paragraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served. 24. ABANDONMENT: Filteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of fluyer's personal proverty with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in advition to Seller's remedies set forth in paragraph 21, Seller may, but need not, enter upon the premises and act as Buyer's agent? perform necessary decorating and repairs and to re-sell the premises ouright or on terms similar to those contained in this agreement with allowance for then existing market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this agreement and bill of sale to Seller without additional payment to Seller to Buyer. 25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Selier's interest in the premises. 26. CALCULATION OF INTEREST: Interest for each month shall in added to the unpaid balance on the first day of each month at the rate of one-twelfth of the annual interest rate and shall be exculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of init al 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 sublet the premises, or any part thereof. Any violation of breach or attempted violation or breach of the provision of this paragraph by Buyer, 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 o sub-lessee, but Seller may, at Seller's option, declare this agreement null and void and invoke the provisions of this a tree nent relating to forfeiture pereal. 28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance alone and a Bill of Sale to the personal 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 eashier's or certified check made payable to Seller, which amount shall be will hout 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 reflecting the amount necessary to discharge and release the prior mongage. 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 shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. 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 morigage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations at may be required to comply with State, County or local law. Seller snall pay the amount of any stamp tax then imposed by State of 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 unless otherwise provided in the local ordinance. 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 Buyer when and if appropriate under the terms of this agreements in accordance with the provisions of

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 Buyer when and if appropriate under the terms of this agreements 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 heneficiary of an person with a power to direct the Title Holder is attached hereto and by this veletures incorporated berein as Exhibit A.

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- B. The beneficiar of penticiaries of and the person or person with the power to direct the Trustee shall cumulatively be deemed o jointly and revently have all the rights, benefits, obligations and duties of the Seller to be enjoyed or performed hereunder and such person of 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 beneficiaties may not under the terms of the Trust Agreement do or perform themselves directly. C. If, at the time of execution of this agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing. Selier shall convey title into a trust and comply with subparagraphs A and B of this paragraph 29. 30. RECORDING: The parties shall record this agreement or a short form memorandum thereof at Purchaser's CADERSE. 32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this agreesingular and the masculine, feminine and neuter shall be freely interchangeable.
- 31. RIDERS: The provision contained in any rider attached hereto are and for all purpose shall be deemed to be paof this agreement as though herein fully set forth.
- ment 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
- 33. PARTIAL INVALIDITY: If any provision of this agreement, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any pine; provision of these Articles, or the application thereof to any other person or circumstance, and the remaining provisions of the application of the remaining provisions of this agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein, and to that end the parties hereto agree that the province or applications of such provisions in this agreement is and shall be severable.
- 34. BINDING ON HEIRS This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and analysis of the Seiler and Buyer.
- 35. JOINT AND SEVERAL OFLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this agreement shall be join 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.
- 36. NOT BINDING UNTIL SIGNED: A applicate original of this agreement duly executed by the Seller and his apouse, if any, or if Seller is a trustee, then by sa d trustee and the beneficiaries of the Trust shall be delivered to the Buyer or attorney on or before February 7 19 89 otherwise at the Buyer's option this agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.
- 37. REAL ESTATE BROKER: Seller and Buyer present and warrant that no realestate brokers were involved in this transaction other than 🗻 Seller shall pay the brokerage commission of said broker(s) in any dance with a separate agreement between Seller and said broker(s) at the time of initial closing.
- 38. RISK OF LOSS: The Uniform Vender Purchaser Risk of shall be deemed applicable to this agreement. All awards in condemation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.
 - 39. NO PREPAYMENT PENALTY: Purchaser shall have an unlimited prepayment privicge without penalty.
- 40. EXCULPATORY CLAUSE: If property is held in trust the truster, may add to this agreement its standard exculpatory clause.
- 41. NOTICES AND DEMANDS: All notices and demands hereunder shrulton writing. The mailing of a notice or demand by registered mail to Seller px. 'S Agent. J.S.L. Properties. Inc. 16 E. Old Willow Rd.

 Prospect HSS., II or to Purchaser at unit 409-S. 16 E. Old Willow Road, Prospect HSS., II , shall be sufficient service thereof. Any no ice or demand mailed as provided 60070 herein shall be deemed to have been given or made on the date of mailing.
- 9046198* 42. PURCHASER'S ADDITIONAL COVENANTS: Purchaser, between the possession date and the final payment date, shall:
 - A. keep the property in good condition and repair, without waste, and free from mechanics light and other liens or claims (or lien:
 - B. comply with all requirements, and remedy any violations, of law, municipal ordinances or resultitions of record with respect to the property and the use thereof;
 - C. not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance), without, in each case, Seller's written consent;
 - D. not suffer or permit any change in the general nature of the property, without Seller's written consent;
 - E. not enter into any occupancy leases of the property without Seller's written consent;
 - F. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser.
- 43. BANKRUPTCY: In the event of the filing prior to the final payment date of any proceedings by or against Purchaser for the adjudication of Purchaser as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any state, Seller may at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Seller as under paragraph 21 A above and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those under paragraphy 21 above.
- 44. REQUIREMENTS FOR MODIFICATION: No waiver, modification, amendment, discharge or change of this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- 45. GOVERNING LAW: The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.
- 46. COUNTERPARTS: This agreement may be executed in two or more counteparts, each of which shall be deemed * OR Original, but all of which together shall constitute one and the same instrument.

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- 47. PURCHASER/SELLED RELATIONSHIP ONLY: Nothing he cin contained shall be construed so as a cause Purchaser and Seller to the parties perjoint verticities or to tradit any type of fiduciary relationship from Seller to Purchaser, it being the express insention of the parties to have the sole relationship of Seller and Purchaser.
 - 48. TIME: Time is of the essence of this agreement.
 - 49. LATE CHARGE: Any payment not made within ten (10) days of its due date shall bear a late charge of \$20.00.
- 50. DUE QN SALE CLAUSE: It is expressly understood by and between the parties hereto that the Sellet presently has a mortgage and that said mortgage provides a due on sale clause. Rocking expressly agrees that should the mortgage declare the balance due and payable, it is the milk balance obligation to obtain financing in order to satisfy said mortgagee. Any payment to the mortgagee by Michigh shall be considered as a prepayment of the purchase price due herewader. Any prepayment penalties shall be the obligation of Seller.
- 51. REPAIRS AND IMPROVEMENTS: Every contract for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all tiens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written shall be make by the Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred dollars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without the prior written consent of the Seller.
- 52. POSSESSION ESCROW: If the parties agree to delay the delivery of possession beyond closing, Seller shall deposit in example with the listing Realtor, or if there is none with the Seller's Attorney, the sum of 2% of the sale price to guarantee that procession of the property shall be delivered to Purchaser as agreed. If possession is so delivered the escrow fund shall be paid to Seller. If possession is not so delivered, the escrower shall pay to Purchaser from the escrow funds the sum of one-fifteenth (1/15th) of the deposit per day for each day or portion thereof possession is withheld from Purchaser after the agreed date.
- 53. COSTS AND ATTORNEY FEES: Purchaser shall pay to Seller all costs and expenses, including Attorney's fees, incurred by Seller in any retion 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 atteosts and expenses, including Attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and reflect costs, expense and Attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.
- 54. WELL AND SEPTIC / SOI. BURING AND PERCOLATION TESTS: If property herein has a well and septic system then Seller shall furnish to Purchaser from the appropriate authority a report satisfactory to Purchaser that well and septic systems are in some and good condition. Seller shall also furnish evidence that well and septic systems are located within the property lines.

If property is vacant, then Seller shall furnish Purrhaser with satisfactory soil boring and percolation tests acceptable to Purchaser. The above reports, if required herein, shall be furnished to Purchaser prior to initial closing.

55. Upon request by Purchaser or his Attorney prior to the initial closing. Seller shall deposit appropriate deed or direction to convey and all other necessary closing down of its with Seller's Attorney which said documents shall be delivered to Purchaser upon Purchaser's full compliance with this agreement. These documents will be considered conditionally delivered when deposited with Seller's Attorney.

IN WITNESS WHEREOF, THE PARTIES TO THIS ACREEMENT HAVE HEREUNTO SET THEIR

SELLER: GLENVIEW STAFE BANK, as under Trust No. 2231 and not perso	Trustee p	URCHASER / B//YER:	9040198
Walley Trefile	(Seal) =	Obert W. Allweiss	<u> </u>
. alice offangen	(Seal)		<u> </u>
Assistant Trust Officer Scaled and delivered in the presense of	•.		100
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50.* However, if Purchaser shall record this installment contract for deed with the Recorder of Deeds in Cook County and that is the basis for which the due on sale clause is accelerated, then Purchaser agrees to pay any increase in interest rate in excess of 111/18 for the purchase of the contract to be refinanced.

Witness of Purchaser's Signature

. . .

Witness of Seller's Signatures

UNOFFICIAL COPY Droponty or Coop (មានក្រុម ខេត្ត នេះ ខេត្ត ភាពដីក្នុងជិវិទ ក្រុម គ្រ हर । अने का कार्य के देव के के किए किए के कार का कार्य में के कार का कार्य का का eksel og de Nord av til en en gallek en i dittaller Lavor Special Berta Strand will an province. In comparing the section of the control of and compared the second of the second A Company of the second of the Scaled and or increasin the present of ेक्षात्रकात्रुत्व वाद्यावर्षे के ध्रहतार्थक Aluda recentorus il junversa

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EXCULPATORY CLAUSE -- SELLER

It is expressly understood and agreed by and between the parties 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, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them, made and intended not as personal representations, covemints, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contract), 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 Glenview State Bank 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 said seller in this contract concerned, either expressed or implied, all such personal liability, if any, being expressly waived and released I per Sunty Clerk's Office by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

EXCULPATORY CLAUSE -- SELLEE

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new ventures Ha

16 e. willow rd. • prospect hts., il. 60070 • (312) 459-3420

March 7, 1989

Pe: Instalirent Contract for Deed Land Trust 2231 at Glenview State Bank and Pobert W. Allweiss Property commonly known as unit 409-S, Lake Run Condominiums

First payment on installment purchase will be due 30 days after closing/move-in date. Presently, first payment is on contract as April 1, 1989.

Claire Livaditis, agent for seller

Pobert W. Allweiss

MAIL TO ST

R. bert Allweiss
16 E OLD W.LLOW RD.
PROSPECT HTS IL GOUTO
409 50.

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