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INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements of the parties herein made and agreed to, the parties agree as follows:

1. Parties.

- A. Seller: Bridgeview Bank & Trust Co. as Trustee UT No. 1 16/16 of Bridgeview, IL, Illinois; herein called the "Seller"; and
- B. Buyer: Steve Cimino dba Cimino Construction Co. of 664 A Meacham Rd., Ste 431, Elk Grove, Illinois; herein called the "Buyer".

2. Agreement to Purchase. The Buyer herein identified agrees to purchase from the Seller herein identified and the Seller agrees to sell for the purchase price of: Four Hundred Thousand & no/100 (\$400,000.00) Dollars, the Property identified herein as Exhibit A properties consisting of and comprised of multiple divided and platted lots being purchased in "block" as Exhibit A Properties. All parcels are vacant lots and shall be combined into multiple combinations of platted lots to comprise Combined Buildable Lots, each Combined Buildable Lot (CBL Lot) being of sufficient square footage to become a "buildable" lot upon which the Buyer intends to construct a home for resale. Buildable lots, that is, CBL lots must contain at minimum of 20,000 square feet of land space.

The approximate dimensions of the lots are per the plat of subdivision showing the lots thereon, without improvements thereon except for utility hookups as may be available.

3. Purchase Price. The total purchase price of \$400,000.00 Dollars shall be paid by means of installment agreement for deed and be comprised of:

- A. No earnest money to be paid.
- B. The sum of \$80,000.00 as downpayment to be paid on or prior to the date of this Agreement, the receipt of which is acknowledged by the Seller, to be applied toward the purchase price of the Exhibit A Properties, and which qualifies the Buyer to receive at the outset of this Agreement, the conveyance of title to a first CBL lot for purpose of beginning construction thereon.
- C. The remaining \$320,000.00 shall be evidenced by Installment Note and bear interest at the rate of eleven (11%) percent per annum simple interest, from March 7, 1990, and on the remaining principal balance thereof from time to time until paid in full, with interest payments being due semi-annually, but allowing the Buyer to prepay against interest payments as may become due whenever and upon Buyer's consummation of closings of homes constructed and sold by Buyer. Buyer shall be required to pay the additional sums of \$22,000.00 each, as payments in reduction of principal indebtedness at the time of and in consideration for the Seller's subsequent conveyance of each Buyer designated CBL lot, with Seller to provide in connection with said conveyance, a

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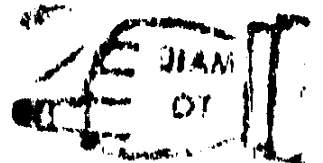
Steven Cimino
 664 A Meacham Road
 Elk Grove, Illinois Ste 431 29 *mail*

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partial release of any mortgage encumbrance or lien of record in order to provide good and merchantable title to the CBL lot, thereby enabling the Buyer herein as Contractor to obtain mortgage construction financing thereon. In summary, the Seller's warranty deed or trustee's deed, as the case may be, and the partial release shall be tendered to Buyer in consideration for the Buyer's payment to Seller of the sum of \$22,000.00 to be applied to the outstanding principal balance owing under this Agreement.

D. Any delinquent sums shall bear interest at the rate of thirteen (13%) percent per annum simple interest.

E. When the entire remaining balance of principal of said \$320,000.00 Dollars with all accrued and unpaid interest thereon shall have been paid to the Seller, the Seller will convey all remaining portions of Exhibit A Properties to the Buyer.

4. Deed. If the Buyer shall not otherwise be in default of the terms of this Agreement, upon the Buyer's written request and the express readiness to pay the sum of \$22,000.00 to the Seller, the Seller agrees to, at appointed time and place for each such conveyance:

(i) deed or cause to be deeded to the Buyer, by proper stamped recordable Warranty Deed with release of homestead rights, if applicable, or Trustee's Deed as the case may be, a single Combined Buildable Lot (CBL) on which the Buyer or his nominee or assignee may build or construct a home; and

(ii) simultaneously, present or cause to be presented to the Buyer a partial release of lien for all individual composite lots making up the single Combined Buildable Lot (CBL Lot) being conveyed to the Buyer; and

(iii) at the time of presentment of deed and release, present to the Buyer evidence of continued good and merchantable title to the constituent lots of the CBL Lot, including presentment of ALTA statements for the title company's use and customary form and content Affidavit of Title; and

iv) then when the total purchase price for all lands of Exhibit A properties has been paid with accrued interest thereon, give to Buyer or Buyer's nominee a deed to all remaining portions of Exhibit A Properties, all Seller conveyances shall be subject only to the following "permitted exceptions of title", if any:

A. General real estate taxes not yet due and payable for 1990 and subsequent years, after date of closing; Seller to pay for all 1989 real estate taxes and prior years.

B. Special assessments confirmed after contract date, including for improvements added by Buyer.

C. Building, building line and use or occupancy restrictions, conditions and covenants of record.

D. Zoning laws and ordinances.

E. Easements for public utilities.

F. Drainage ditches, feeders, laterals and drain tile, pipe or

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other conduit.

The performance of and/or continued performance of all of the covenants and conditions herein to be performed by Buyer shall always be a condition precedent to Seller's obligation to deliver either deed or partial releases for any CBL Lots including the constituent lots thereof for such lots of Exhibit A Properties.

5. Closing. There shall not be an initial closing, only execution of this Installment Agreement for Deed by the parties following the Buyer's payment of the downpayment of \$80,000.00. Thereafter the Buyer shall be allowed to have possession of the Exhibit A Properties and to undertake all applicable and appropriate activities and efforts to develop and construct homes on CBL Lots, as and in the manners deem appropriate and required by Buyer. After the Buyer shall have paid the entirety of the balance of purchase price of \$320,000.00 with accrued interest thereon in the manners set forth above, but not later than July 31, 1995, the parties shall conduct a final closing wherein Seller shall present the Deed for all remaining Exhibit A properties, not yet conveyed to Buyer.

A. The Seller shall present to the Buyer at the time of the execution of this Agreement, an Affidavit of Title in customary form and of standard content, covering the dates of this Agreement. Seller shall present to the Buyer at the time of execution of this Agreement, or within permitted time period agreed to by the Buyer, but not later than the conveyance of the first CBL Lot to the Buyer, as evidence of good and merchantable title to the lands of Exhibit A properties, a preliminary title commitment report done by a title company licensed to do business in the State of Illinois, and approved by the Buyer, showing the property to be subject only to standard exceptions of title, and to other permitted exceptions of title as stated herein, including the prior mortgage of Seller which Seller covenants and agrees to be able to present partial releases therefrom of each of the constituent lots of any conveyed CBL lot at the time of conveyance thereof, and all unpermitted exceptions to be cleared by Seller. In the event the title is held by or in a Trust, the Affidavit of Title shall be signed by all of the beneficiaries of the Trust. All parties shall execute ALTA's each and every time a deed is presented by Seller to the Buyer for use by Buyer, including but not limited to, use of the ALTA's at the time of consummation of a closing of the Buyer, as Seller/Contractor when selling constructed improved lots to a third party Purchaser. Each party promises to sign each and every other document as is customary and/or required by the issuer of commitment for title insurance.

6. Possession. The Buyer shall have the right to possession of the lots comprising all Exhibit A Properties as and from the later of the date of payment of the \$80,000.00 Dollars downpayment, and the date of the execution of the parties of this Installment Agreement for Deed. Possession shall entitle the Buyer to sole and

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exclusive possession of the properties of Exhibit A, and the right at Buyer's expense to redivide and subdivide lots thereof by combining lots to comprise larger buildable lots herein called Combined Buildable Lots or CBL Lots. The Buyer shall have the right to investigate the possibilities of obtaining annexation by City of Roselle, and/or obtaining city water and/or city sewer hookups and improvements, at Buyer's expense. Buyer shall pay for any and all surveys required for redivision of lots to comprise CBL Lots.

Buyer shall have the right to build and construct homes of Buyer's design and for which Buyer shall have obtained a building permit from local governing authorities on any CBL Lot, and when Buyer shall have obtained an executed contract for the sale of new construction style home to a bona fide third party Purchaser, the Buyer shall have the right to require a partial release of lien for the CBL Lot property from the Seller in order to enable the Buyer to obtain new construction type loan to be secured by the CBL Lot which is the subject of the Contract with the Purchaser. The Buyer shall at all times thereafter enjoy the sole and exclusive right to use and enjoyment of the lots of Exhibit A Properties without interference of the Seller, unless the Buyer shall have committed a default of this Agreement and have thereafter failed to cure such notice default within the time permitted for cure of default.

7. Prior Mortgages.

A. Seller reserves the right to keep in place, but not to place after the date of this Agreement, an existing mortgage of record against the Exhibit A Properties, herein called a "prior Mortgage", with a balance owing thereon not to exceed the balance of the purchase price unpaid from time to time under this Agreement, the lien of which shall at all times during the term of this Agreement, be prior to the interest of the Buyer. No such mortgage shall restrict the Buyer's right to prepay the installment indebtedness in full or in part at any time elected by Buyer, and the Seller shall apply such prepayments to the mortgage of record to always assure that the balance thereon shall be and remain less than the balance owing to the Seller under this Agreement from time to time. The Seller is not permitted to further mortgage or otherwise lien or encumber or cause any lien to attach to the Exhibit A Properties.

B. Seller shall from time to time as reasonably required by the Buyer, but not less often than Buyer's payments of principal due upon and by reason of consummation of closings on homes constructed on CBL Lots, exhibit and show to the Buyer the balance due on the prior Mortgage.

C. In the event the Seller shall ever fail to pay the prior Mortgage so that the Seller is or becomes in default of the terms of payment or performance of the prior Mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such defaults on behalf of Seller and to offset the amount so paid or expended including all incidental costs, expenses and reasonable attorney's fees attendant thereto incurred by Buyer to protect

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Buyer's interest hereunder from the remaining balance of the purchase price owing to the Seller and from the first proceeds to have been paid to the Seller under installment payment terms, including principal and interest payments due or to become due under the terms of this Agreement.

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J.C.
8. Title.

A. At least one (1) business day prior to the execution of this Installment Agreement, Seller shall furnish or cause to be furnished to Buyer at Seller's expense 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 ALTA Owner's Policy (or equivalent) in the amount of the purchase price covering the date hereof, subject only to:

- (i) the general exceptions contained in the policy;
- (ii) the "permitted exceptions" given hereinabove;
- (iii) prior Mortgage of Seller permitted hereinabove;
- (iv) 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 multiple closings to be consummated by Buyer upon completed construction of homes by application of Seller's funds due under this Agreement; and
- (v) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

B. If title commitment discloses unpermitted exceptions, the Seller 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 exceptions of title and the Seller's responsibility to deliver partial releases or deliver deeds to CBL Lots shall be delayed accordingly, if necessary, during said 30 day period to allow Seller time to have said exceptions waived or removed. If Seller fails to have unpermitted exceptions waived or removed, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the time permitted for Seller to cure, the Buyer may then and by reason thereof, terminate this Agreement by written notice to Seller or Buyer's election to do so, or may elect, upon written notice to the Seller, to take the title as it then is, with the right to deduct from the purchase price, the amounts of all liens or encumbrances of title of a definite or ascertainable amount which Seller could not remove.

If Buyer elects to terminate the contract, all monies paid to Seller shall be refunded to the Buyer, and this Agreement shall be null and void and terminated between the parties.

C. Every title commitment which conforms with Subparagraphs A and B of this paragraph 8 shall be conclusive evidence of a good title, as to all matters insured by the policy, subject only to special exceptions therein stated.

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D. If any title commitment discloses judgments against the Buyer which may become a lien against the Exhibit A Properties, the Seller declare this Agreement to be null and void and all monies paid to Seller by Buyer shall be refunded in full.

E. Buyer's taking possession of the Exhibit A Properties shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition and aspects of the Exhibit A Properties, as to all matters relating to lay of and situate of lands, soil conditions, utility hookup or availability thereof, matters of subdivision of parcels and lots, buildable sizes and dimensions of parcels upon which local governing authorities will grant a building permit or license, requirements for permits and licenses for contractors and for Buyer in particular, requirements for improvements of developer of common areas such as streets, driveways, sidewalks, curbs, gutters and paving thereof, etc. Once Seller shall deliver good title and possession of Exhibit A Properties, the Seller shall have completed all Seller's responsibilities therefor except for Seller's covenants to deliver partial releases of lien as to prior Mortgage when contracts with third party Purchasers are presented to Seller, and to deliver or cause to be delivered a deed for each CBL Lot as and when closings thereon are consummated by Buyer.

9. Prorations. The parties hereto agree to prorate between themselves all customary proratable items respecting the Exhibit A Properties including general real estate taxes to the date of delivery of possession of the Exhibit A Properties, but not earlier than March 7, 1990. No credit shall be given to Buyer for 1989 taxes which are to be paid by the Seller when and as due and payable in the amounts assessed and levied for collection by the County in which the Exhibit A Properties are situated. The Seller shall however, pay Seller's portion of the 1990 taxes as and when same become due and payable, prorated to date of delivery of possession but not earlier than March 7, 1990, and either party shall have the right to obtain the 1990 tax bill (either installment) and demand payment from the other party as to the other party's share thereof; the prorations of the 1990 taxes shall be finally adjusted between the parties when and as the second and final installment of 1990 taxes shall be issued by the County. Each party shall hold the other party harmless and indemnified from and against that party's failure to pay its prorata share of taxes, including costs, expenses and reasonable attorney fees incurred in enforcement hereof. *Notwithstanding anything to the contrary herein, Seller shall be responsible for the taxes for 1989 and 1990.*

10. Seller's Representations.

A. Seller represents and expressly warrants to Buyer that no notice has been received or given from any city, village or other governing authority concerning or related to of any code violations, or violation of any applicable laws or regulations regarding zoning, building, maintenance of lots or improvements,

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if any, situated thereon; nor has Seller received any demand or requirement of any governing authority for Seller to make improvements to streets, highways, curbs, gutters, mains, pipes or lines which service Seller's properties but do not necessarily lie thereon.

B. Seller represents that all lots are subdivided and shown on platted recorded subdivisions of the County, and that there are no known deviations therefrom. That Seller shall remove as and when required by Buyer, or Buyer shall have the right to do so on behalf of Seller and at Seller's expense, all refuse and debris as may be situated upon any lot of Exhibit A Properties prior to Buyer's commencement of construction thereon, or as Buyer is required to make improvements to the lots in preparation for construction or as required by local governing authorities.

11. Buyer to Maintain. The Buyer agrees to maintain and keep the lots in clean, bright and healthy condition at Buyer's expense.

12. Insurance. Buyer shall procure and continue in force in the name of Buyer with Seller named as additional insured or loss payee, general liability insurance against any and all claims for injuries to persons or property occurring in or on the Exhibit A Properties, such insurance to be at all times in an amount not less than \$500,000.00 Dollars for injuries to persons in one accident, \$300,000.00 Dollars for injuries to any one person and \$100,000.00 Dollars for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller in its sole discretion not to be unreasonably refused. Buyer shall deliver evidence of such insurance with dates of effectiveness thereof to the Seller, and charge the insurer to provide all notices of expiration and/or cancellation thereof to the Seller in accordance with insurance regulations. Seller shall have the right to reasonable proof of all continuations and renewals of such insurance.

13. Buyer's Right to Make Improvements. The Buyer shall have the right and authority to make improvements on each C&L Lot as has been deeded to the Buyer, and any other property not yet conveyed or released for the purpose of soil tests, investigations as to feasibility of annexation or use of the property, land clearance, and other uses which do not permanently locate housing improvements thereon from the date of this Agreement, and payment of the sums due to date from the Buyer. Unless the Buyer shall be in default of this Agreement and have failed to cure any noticed default within the time permitted to Buyer to do so, the Seller shall have no right to or in any such improvements made by the Buyer. However, in the event the Buyer shall have failed to timely cure any noticed default as permitted for Buyer to do so, and the Seller shall have caused this Agreement and the rights and interests of the Buyer therein to be terminated, the improvements on the Exhibit A Properties shall inure to the benefit of and ownership of the

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Seller with the termination of this Agreement.

A. The Buyer shall have the right to record any partial release of lien of the prior Mortgage as is presented to the Buyer upon payment of the sum of \$22,000.00, and thereafter, the Buyer shall have and enjoy good and quiet title to the lands, and to obtain a construction type loan using the conveyed lands as collateral for the loan indebtedness in order to finance the Buyer's construction of improvements on the CBL Lot, but not for use as collateral for other or non-related indebtedness.

B. In addition to all other rights given herein to the Buyer, so long as the Buyer is not in default of the terms of this Agreement, and the Buyer desires to build on any non-conveyed CBL lot for which the Buyer does not yet desire or require conveyance or partial release of Seller's existing lien, the Buyer shall have the right to construct on any of the non-conveyed properties as the Buyer may select. At the time of closing on the Buyer's contract as Seller/Contractor to a third party purchaser, the Buyer shall have the right to pay the Seller the \$22,000.00 principal payment, and the Seller agrees to deliver or cause to be delivered unto the Buyer for use at the time of Buyer's scheduled closing, a deed conveying good title to the CBL Lot on which the improvements were constructed or erected to the Buyer or Buyer's nominee, as and for the consideration of the Buyer's payment to the Seller of said principal payment of \$22,000.00 Dollars together with all accrued and outstanding interest on the entire remaining unpaid principal, which Buyer may pay from the net closing proceeds to be realized by Buyer as "Seller" and/or "Contractor".

14. Taxes and Charges. It shall be the 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 due after the contract date, water, sewer service charges and taxes, all fees, liens, charges properly and lawfully assessed, levied or charged against the Exhibit A Properties, subsequent to the date of this Agreement. The Buyer shall show reasonable evidence of compliance with these requirements when required by Seller.

The Buyer shall not permit mechanic's liens or other liens to be attached to the Exhibit A Properties, and if any shall attach, the attachment thereof shall be a default of this Agreement; however, the Buyer shall have the right to post sufficient bond with the Seller to discharge the liens or to bring suit to litigate the rights of the lien holder or claimant and/or the Buyer, and thereafter continuously without interruption pursue the matter of payment, suit or action to discharge or satisfy said lien, including the right to leave the liens attached when the Buyer can demonstrate to the Seller that Buyer reasonably expects to discharge or pay same within 60 days of attachment through a scheduled closing on the sale of a CBL Lot with residence improvements to which the lien relates or pertains.

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15. 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 thirty (30) days of written notice to Buyer; or

(2) defaults in the performance of any other covenants or agreements hereof and such default 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) declare 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.

B. As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of the, Seller may collect any rent due and owing and may seek the appointment of a receiver.

C. If default is based upon the failure to pay taxes, assessments, insurance, or liens or to repair and/or maintain Exhibit A Property 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 Seller.

D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within 30 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and unpaid and cures any other default of a monetary nature affecting the premises or monetary claims arising from acts or deeds or obligations of the Buyer under this Agreement.

16. Default, Fees.

A. Buyer or 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

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of the other party.

B. (1) All rights and remedies given to the 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 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 Buyer or Seller, or after termination of Buyer's 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 reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

17. 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 at the end of this Agreement, and if to the Buyer at the address of the Buyer shown at the end of this Agreement. Notice shall be deemed made when mailed or served in person.

18. Seller's Access. Seller may make or cause to be made reasonable entries upon and inspections of any portion of Exhibit A Properties not under construction at any time with or without notice to Buyer, except Seller shall not come upon construction sites except after reasonable notice to Buyer and at Seller's own risk as to injury or damage to Seller or Seller's property.

19. Calculation of Interest. Interest for each month shall be calculated on 1/12th of the annual interest calculated at the interest rate specified in the financing portion of this Agreement, which rate of interest shall be simple annual interest; daily interest shall be based on a 365 day year.

20. Assignment. The Buyer shall not transfer, pledge or assign this agreement, or any interest therein nor shall the Buyer lease nor sublet the Properties of Exhibit A Properties, or any portion thereof, without first obtaining the prior written consent of the Seller which consent shall not be unreasonably refused. The Seller may treat any violations of this covenant as a default of the Buyer under the contract, however, subject to default notice to the Buyer and Buyer's right to cure within thirty (30) days of receipt of such notice.

21. Final Closing. Buyer shall be entitled to delivery of the Deed to any property comprising a Combined Buildable Lot (CBL) upon

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the conditions and premises hereinbefore set forth in this Agreement, that is, upon the Buyer's scheduled closing of new construction housing built upon the CBL Lot when the Buyer pays or has scheduled to pay the Seller by the title company the principal sum of \$22,000.00 plus any accrued and unpaid interest to date as is owed to the Seller on the entire principal sum then outstanding. Each of these conveyances shall be a final closing as to the properties released and conveyed.

As to all other properties not so conveyed, the Buyer shall be entitled to delivery of Deed of conveyance when the Buyer shall be prepared to pay all remaining sums of principal and interest at a final closing. The Buyer shall have the unlimited right without charge, fee or penalty of any kind or nature whatsoever to pay all or part of the outstanding principal sums earlier than any due dates specified herein. Seller shall pay for any and all release fees for partial or complete (final) releases to be recorded, and shall pay for any revenue stamp tax as may be due for recording of the Deeds given hereunder, including State, County and City, if any. Any usual and customary prorations shall be done between the parties and added to or credited against the sums owing by Buyer as the case may be. The Buyer may prerecord a mortgage if required by Buyer's Lender to do so, provided Seller is paid in full at a scheduled closing within thirty (30) days of the date of pre-recording. Seller agrees to attend or have a representative attend any such final closing, and arrange to have all required Deed and documents present at the final closing in order to consummate same without delay. Seller documents shall include any transfer tax declarations, letter to pay proceeds from any trustee, ALTA statements, tax bills, Deed and title company clearances required of Seller to present good and merchantable title.

22. Title in Trust.

A. In the event the title to the properties of Exhibit A Properties are held in trust, the Trustee shall be required to sign this Agreement and may add its usual exculpatory clause, and this Agreement shall be signed by all of the beneficiaries of the Trust, and their names and addresses provided at the end of this Agreement. Any assignees of record shall be disclosed and their consent obtained for the Trustee to sign this Agreement.

B. The beneficiaries of the Trust do hereby guarantee that they have the power to direct the Trustee or cause other assignees of power of direction to direct the Trustee to convey the properties when required in accordance with the terms and provisions of this Agreement.

C. If Buyer will direct in writing at the time of request for Deed from the Seller, the Buyer may elect to have the Seller convey to Buyer's Trust or Buyer's Purchaser's Trust or any designated nominee.

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23. Recording of this Agreement. Either party hereto may elect to record this Agreement or a short memorandum thereof, and if such election is made in writing, at the outset thereof or at any time during its term, and notice given to the other party, the other party will cooperate to execute any such short memorandum of agreement, and the recording fee shall be paid by the party electing to record same.

24. Riders. Any provision contained in any Rider to this Agreement, when referred to and made a part of this Agreement, shall be considered to be a part of this Agreement, and in the event of a conflict, real or apparent, between the terms and conditions of this Agreement or a Rider thereto, the terms of the Rider shall be intended to prevail between the parties.

25. Headings to Paragraphs. The headings of paragraphs are merely suggestive of content, and are not intended to be controlling, confining or limiting in any way of the scope, content and intent of the provisions of any paragraph. 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 interchangeable.

26. Severability of paragraphs. If any term or provision of this Agreement shall be found, declared or ordered invalid or unenforceable by any court of competent jurisdiction, or become so by operation of law, such shall not adversely affect any other term or provision not so found, declared or ordered, and the invalid or unenforceable portion or portions thereof shall be considered severed from the Agreement.

27. Binding on Heirs. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and/or assigns of the parties hereto.

28. Joint and Several Obligations. The duties, liabilities and obligations of the parties as contained in this Agreement shall be considered joint and several on both the Seller and the Buyer, and in the event the Seller is a Trustee, then the obligations, etc. hereof shall be run to the beneficiaries thereof.

29. Risk of Loss. The Uniform Vendor Purchaser Risk Act shall be deemed applicable to this Agreement. All awards in condemnation proceedings shall be first applied as a prepayment to any unpaid balance of purchase price, and the remainder thereof paid to the Buyers.

30. Broker. The parties both affirmatively assert and avow that no broker has represented or will represent either party to this transaction so as to be due a commission or finder's fee from the Seller or the Buyer as a result of consummation of initial or final closing, or execution of and entering into this Agreement.

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31. Entire Agreement. This Agreement is the total and complete agreement between the parties, and there are no other agreements or representations, oral or written, between the parties except that they be attached to and made a part hereof, with reference made herein to same.

32. No Prepayment Penalty. The Buyer shall have and enjoy unlimited prepayment privilege without penalty as to the indebtedness undertaken to be paid herein.

33. Notices and Demands. All notices and demands made in accordance with the requirements and provisions of this Agreement shall be made in writing. The mailing of a notice or demand by registered mail to Seller at:

701 S. Lincoln, Andover, MA 01810
and if to Buyer, at:

101 S. Lincoln, Andover, MA 01810
Any notice mailed as provided herein shall be by certified or registered mail with return receipt requested with proper postage applied thereto, and addressed to the address of the party shown above, unless delivered in person which shall be permitted when receipted by signature.

34. Buyer's Additional Covenants. Buyer shall during the term of this Agreement, from date of possession to date of final closing:

A. keep the properties in clean, sightly and healthy condition, without waste or use as a dump or landfill, and free from mechanic's lien claims and other liens or claims for lien. In the event of any mechanic's lien being filed against a CBL Lot on which the Buyer is constructing a residence, so long as the Buyer either (i) posts a bond with the Seller in the amount of the lien, or (ii) guarantees to the Seller in writing that the lien will be paid and satisfied or settled by date of closing per the terms of an executed real estate contract pertaining to the construction of a residence, or (iii) institutes a suit to remove the lien, the Seller will allow the lien to remain in place during the term of the bond or until such date of closing or until settled by suit;

B. comply with all requirements, and remedy any violations of law, municipal ordinances or restrictions of record with respect to the property or the use thereof;

C. provide Seller copies of each and every contract executed by the Buyer for sale of any parcel or combined parcels, together with a request for partial release of lien thereto;

D. not permit or allow any change in the zoning or use of the properties which is not in compliance with zoning unless Buyer applies for and is allowed by the local governing authority a variance thereto at Buyer's expense;

E. not allow any other third party to assume or undertake the duties and obligations of the Buyer under this Agreement without first obtaining the written consent of the Seller.

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F. not suffer, permit, allow or cause any lien to be placed against the properties of Exhibit A Properties except that any Combined Lot for which a partial release has been given by the Seller in accordance with the provisions of this Agreement, the Buyer shall be permitted to cause a lien for construction financing to be placed of record during the building and construction phase done in accordance with an executed contract between Buyer and a third party Purchaser for construction of a residence.

35. Bankruptcy. In the event of the filing prior to the final payment date of any proceedings by or against Buyer for the adjudication of Buyer 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 liquidated damages sustained, and the Seller shall have no further remedies or relief available by reason of such termination.

36. Modifications. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same shall be in writing and executed by the parties.

37. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with laws of the State of Illinois applicable to contracts made and to be performed in that State.

38. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

39. Due on Sale Clause. The Seller shall hold the Buyer harmless and indemnified from and against any Due On Sale clause as may be contained in any mortgage of record of the Seller during the term of this Agreement, and such clause or the effect thereof shall not adversely affect this Agreement.

40. Repairs, Construction & Improvements. The Buyer shall be allowed or permitted to construct on the CB Lots in conformity with executed contracts for sale of constructed residences, or in anticipation of obtaining a contract as on speculation, make repairs and improvements thereto or to any lot prior to or in preparation of construction, without obtaining the prior written consent of the Seller.

41. Attorneys Fees. Each party shall be responsible to pay for their own attorney fees incurred in the preparation, finalization and/or execution of this Agreement, but in the event of one party suing the other party for enforcement of the terms of this Agreement, the losing party shall be responsible to pay for reasonable costs, expenses and attorney fees incurred by reason of

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EXHIBIT A

LEGAL DESCRIPTION

Lot 14 in Block 1, the North 1/2 of Lot 3, the South 1/2 of Lot 9 in Block 2, Lot 11 in Block 4, Lots 5,6 in Block 6, the South 1/2 of Lot 5, Lot 6, the North 1/2 of Lot 10 in Block 7, Lots 4,5,6,7, the North 1/2 of Lot 9, the South 1/2 of Lot 10, Lot 11, the South 1/2 of Lot 12 in Block 8, the South 1/2 of Lot 2, Lots 3,4,5,6,7, the South 1/2 of Lot 8, Lots 10,11, the North 1/2 of Lot 13, the North 1/2 of Lot 14 in Block 9, Lot 1, the North 1/2 of Lot 2, Lots 5, 6,8,10,11 in Block 10, Lots 1,5,6,7,8,9,10,12 in Block 11, Lots 2,3,4,5,6,8, the South 1/2 of Lot 9, the South 1/2 of Lot 11 in Block 12, Lots 6, 7,9 in Block 13 all in N. O. Shively and Companies Highview Addition, Being a Subdivision of the North 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

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DEPT-01 RECORDING \$29.50
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 #6194 # B 4-90-419940
 COOK COUNTY RECORDER

EXHIBIT B

PIN#S

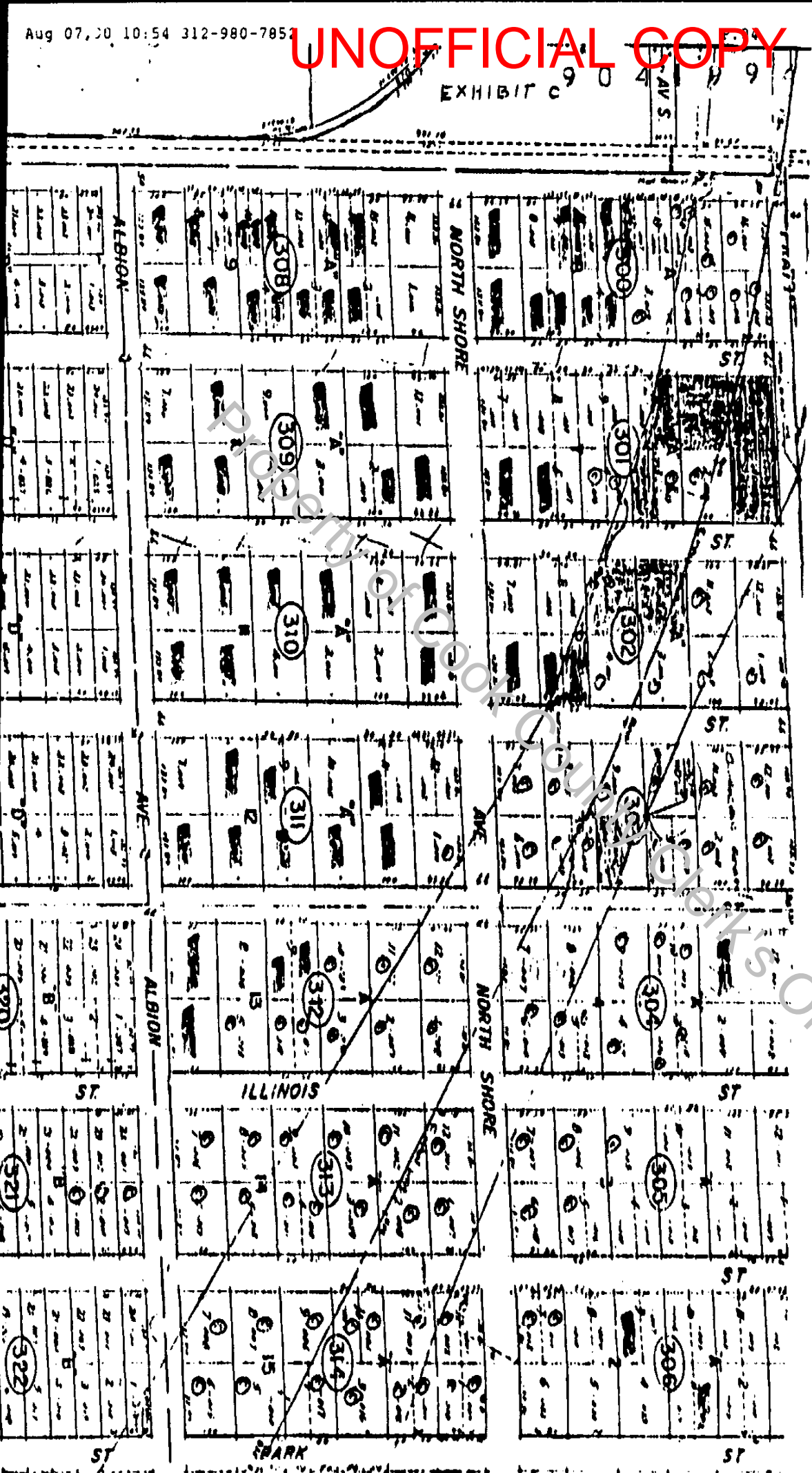
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Property of Cook County Clerk's Office

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EXHIBIT C



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City Clerk's Office