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INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASER/BUYER, Hasar Memisch of 5032 North Lincoln Avenue, Chicago, Illinois; Cook County; State of Illinois agree to purchase and SELLERS, Sung Kwan Kim and Gui Ja Kim, of 7402 North Tripp, Chicago, Cook County; State of Illinois agree to sell to Purchasers at the PURCHASE PRICE of TWO HUNDRED SEVENTY FIVE THOUSAND AND XX/100 DOLLARS (\$275,000.00) the PROPERTY commonly known as 1970 North Winona, Chicago, Illinois and legally described as follows:

LOT 1 IN SUBDIVISION OF LOTS 14 AND 15 AND SOUTH 1/2 OF LOT 11 IN BLOCK 3 IN CLYBOURN'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PID: 14-07-400-064 (hereinafter referred to as "the premises") together with all improvements and fixtures, if any, including, but not limited to:

Screens; storm windows and doors; shades; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; (if existing); eleven (11) refrigerators and eleven (11) ranges, all of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of firal closing.

THE DEED:

- A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, soller shall convey or cause to be conveyed to Purchaser (in joint tenancy) or his nominee, by a recordable, stamped general varranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any:
 - General real estate taxes not yet due and payable; (1)Special assessments confirmed after this contract (2)

date;

Building, building line and use or occupancy (3) restrictions, conditions and covenants of record;

(4) Roads and Highways;

(5)

Easements for public utilities; Party wall rights and agreements; and (6)

- Existing leases as described in the Rider attached hereto as Exhibit "A".
- The performance of all the covenants and conditions herein to be performed by Purchasers shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.
- PAYMENT: Purchaser hereby covenants and agrees to pay Sellers at Address of Sellers, 7402 North Tripp, Chicago, Illinois the purchase price of Two Hundred Seventy Five Thousand and XX/100 Dollars (\$275,000.00) or to such other person or at such place as Sellers may from time to time designate in writing. The purchase price shall be paid as follows:

BOX 333 - GC

This document prepared by Daniel Wiemerslage 30 N. Clark Street, Suite 2300, Chicago, Illinois 60600

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- A. Purchasers have paid \$27,500.00 as earnest money to be applied on the purchase price. The earnest money shall be held by Century-21/S.G.R. for the mutual benefit of the parties concerned;
- B. At the time of the initial closing, the sum of \$70,786.00 in cash.
- C. The balance of the purchase price, to wit: \$164,406.45 plus or minus prorations and Buyers cost of closing; plus an additional sum totaling \$39,353.05 to be paid in equal monthly installments of \$1,923.89 each (principal and interest) including interest of ten and one-half percent per annum as amortized over 25 years commencing on the 22nd day of November, 1990 and on the 22nd day of each month thereafter until the purchase price is paid in full. ("Installment payments");
- D. Selver will endorse a check issued by the Chicago Title Insurance Company made payable to Hasar Memisch in the amount of Thirty Nine Three Hundred Fifty Three and and 05/100 Dollars (\$39,353.05) at the time of closing.
- E. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 22nd day of October, 1995;
- 4. CLOSINGS: The "initial closing" shall occur on October 22, 1990, at Chicago Title Insurance Company. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been performed.
- 5. POSSESSION: Possession shall be granted to Buyer on October 22, 1990 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 provides that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES.

- A. Sellers warrant that there is currently an existing first mortgage on the premises to North Side Februal Savings and Loan Association with an unpaid principal balance of approximately \$160,259.52 on the date of closing. Sellers further warrant that they will not encumber the above described premises and Buyers acknowledge the existance of the prove first mortgage.
- B. In the event Sellers shall fail to make any payment of 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, Buyers shall have the right, but not the obligation to make such payments or cure such defaults and to offset the amount so paid or expended including all incidential 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 initial closing, Sellers shall deliver to Buyers or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements and building lines and showing no encroachments and shall warrant that there have been no new improvements to the

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building, which could result in possible encroachments, from the date of the survey to closing.

TITLE:

- A. At least five days 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 and 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:
 - the general exceptions contained in the policy, unless the real estate is improved with a single family dwel Uing or an apartment building of four or fewer residential units;
 - (2) the "permitted exceptions" set forth in paragraph 2;
 - (3) other title exceptions pertaining to liens or encumbrances or 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;
 - acts done or suffered by or judgments against the Buyer; or those claiming by, through or under the Buyer.
- If the title commitment disclosed 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 exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Sellers time to have said exceptions waived. Sellers fail to have unpermitted exceptions waived. If 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 escentainable amount. If the or encumbrances of a definite or ascertainable amount. Buyers do not so elect, the contract between the oarties shall become null and void, without further action of the prices, and all monies paid by Buyer hereunder shall be refunded.
- Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as
- A shall be controlled by exceptions therein stated.

 D. If a Special Tax, Lien Search, a Judgment Search or the title commitment disclose 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 Buyer.

 The seller shall furnish Purchaser at an Affidavit of Title, acceptions
- set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title

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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. PRORATIONS: 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 represent on upon receipt of the actual tax bill. Further, interest or the unpaid principal amount of the purchase price shall accres from the date of possession.
- 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 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 due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including any ancillary money lender's escrow, shall be paid by the parties requesting it.

12. SELLERS' REPRESENTATIONS:

- A. Sellers expressly warrant to Doyers 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, 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. 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 equipment; water heaters; plumbing and electrical systems remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyers. Upon the Buyers' request prior to the time of possession, Sellers shall demonstrate to the Buyers or his representative all said equipment and upon receipt of written notice of any deficiency shall promptly and at Sellers' expense correct the deficiency. In the absence of written notice of any deficiency from the Buyers prior to the date specified for initial closing it shall be concluded that the condition of the above equipment is satisfactory to the Buyers and the Sellers shall have no further responsibility with reference thereto.
- 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 decorating; window glass; heating, ventilating and

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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, slightly and healthy condition by Buyers, Sellers may:

- 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 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, slightly, and healthy condition, and Buyers agree to pay to Sellers, as so much additional purchase price for the premise, the expenses of the Sellers in making said repairs and in placing the premises in a clean, slightly, and healthy condition.
- 14. Il TURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyers, Buyers also 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. Buyers shall from and after the time specified in paragraph 4 keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises 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 hereunder; such policy or policies shall be held by Sellers, and Buyers shall pay the premiums thereon when due.
- B. In case of loss of or damage to such improvements whether before or after possession is giver 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 full 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 Purchasers may add their own funds to fully reconstruct or restore the premises with the insurance proceeds, if the sum of those funds is insufficient to fully reconstruct or restore the premises, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.
- C. Purchasers shall procure and continue in force in the names of Purchasers and Sellers, 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 property. Such insurance shall be in such form and issued by such company

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authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Sellers in its sole discretion. Purchasers shall deliver all policies of insurance required hereunder to Sellers and shall deliver to Sellers at least ten days prior to the expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

- 16. TAXES AND CHARGES. It shall be Buyers' obligation to pay at Buyers' 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 and hereafter levied or assessed or charged against the premises or any thereof or any improvements thereon, including those heretofore due and to furnish Sellers with the original or duplicate receipts therefor.
- A. Purchaser shall be responsible for the payment of all Real Estate taxes into an escrow account provided herein. In addition to all other payments, required to be paid by Purchaser to Seller until title to the premises is transferred to Purchaser, Purchaser shall pay Seller:
- 1. The general Feal Estate taxes payable in 12 monthly installments, commencing November 22, 1990 and due the 22nd day of each month thereafter for the term of this contract. These monthly payments shall be paid based on the amount of most recent ascertainable Real Estate tax bill and shall be ratably increased or decreased twice a year upon presentation to Purchaser by the Seller of the tax bill.
- B. Purchaser shall pay Seller within seven (7) days of request for same from Seller, an amount equal to the difference between the amount advanced by Seller and the actual cost of the taxes, as evidenced by appropriate accumentation presented by Seller.
- C. It will be the Seller's obligation to furnish to Purchaser upon Purchaser's request copies of the paid tax bill.
- D. In the event that Seller shall be in ofault in paying the general Real Estate taxes the Purchaser upon written notice to Seller shall have the right to pay said taxes plus penalties and deduct said payments from the amount due Seller under this agreement.
- 17. PURCHASERS' INTEREST IN IMPROVEMENTS. In the event of the termination of this agreement by lapse 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 or Sellers' part to account to the Buyers thereof or for any part thereof.
- 18. LIENS. Buyers shall not permit a mechanics' judgment or other lien to attach to the premises.
 - 19. PERFORMANCE:
 - A. If Buyers
- (1) default by failing to pay within fourteen (14) days when due any single installment or payment required to be made to

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Sellers under the terms of this agreement and Buyers default in this manner more than ten times during the term of this contract, then Buyers shall be required to procure financing for the purpose of making final payment to Sellers.

B. If Buyers

- (1) default by failing to pay within fourteen (14) days 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 30 days of written notice to Buyers; or
- (2) defaults in the performance of any other covenants or agreements hereof and such default is not cured by Buyers within 30 days after written notice to Buyers (unless the default involves a dangerous situation which shall be cured forthwith); Sellers may treat such a default as a breach of this agreement and shall 'a'e any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity:
 - (a) maintain any action for any unpaid installments:
 - (b) declare the entire balance due and maintain an action for such amount;
 - (c) forfeit 'ne Buyers' interest under this agreement and remain all sums paid as liquidated damages in full sacisfaction of any claim against Buyers, and upon Buyers' failure to surrender possession, maintair an action for possession under the Forcible Entry and Detainer Act subject to the rights of Purchasers to reinstate as provided in that Act.
- B. As additional security in the event of default, Buyers assign to Sellers all unpaid rents, and all rents which accrued thereafter, and in addition to the remedies provided above and in conjunction with any one of the Sellers 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, 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.

20. 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 defendant (or creditor in the event of Sellers' bankruptcy or being declared insolvent) 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 specifially waived in this agreement;
 - (2) no waiver of any breach or default of either party

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hereunder shall be implied from any omission by the other party to take any action on account of any similiar 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 to Sellers, or after the termination of Buyers' right of possession hereunder, or after the service of any notice, after commencement of any suit, or after final judgment for possessions 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.

- 21. 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 Sellers at the address shown in paragraph 3 or if to the Buyers at the address of the premises. Notice shall be desired made when mailed or served.
- 22. 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.
- 23. CALCULATION OF INTEREST. Interest for each month shall be 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 calculated upon the unapid 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 rayable on or before the date of initial closing.
- 24. FINAL CLOSING. Buyers shall be entitled to delivery of the Deed of conveyance aforesaid and a Bill of Sale to the personal property to be transferred to Buyers under this agreement at any time upon payment of 11 amounts due hereunder in the form of cash or cashier's or certified check made payable to Sellers, which amount shall be without premium or penalty. At the time Buyers shall provide notice to Sellers that they are prepared to prepay all amounts due hereunder. Sellers 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 mortgage. Sellers shall have the right to repay and discharge such prior mortgage in whole or in part iron sums due hereunder from Buyers. The repayment of the prior mortgage shall be supervised and administered by Buyers' mortgage leider, if any. Upon repayment of the prior mortgage, Sellers shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to Buyers. Sellers shall receive 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 a 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

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Buyers, and Buyers 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 Buyers unless otherwise provided in the local ordinance.

25. 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.
- 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 the rights, benefits, obligations and duties of 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 person or 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.
- 26. SALE OR ASSIGNMENT. Purchaser's right to transfer pledge, sell, or assign this property shall be conditioned on purchaser first obtaining the written consent of Seller. The consent required under this paragraph shall not unreasonably be withheld upon Buyer providing Soller with adequate evidence of the credit worthiness of the processed third party vendee or assignee.
- 27. RIDERS. The provisions contained in any rider attached hereto are and for all purpose shall be deemed to be part of this agreement as though herein fully set forth.
- 28. CAPTIONS AND PRONOUNS. The captions and headings on the various sections or paragraphs of this exceement 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 intercning eable.
- 29. 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 other provision of these Articles, or the application of the remaining provisions of this agreement which shall remain enforceable as if the invalid, illegal or unenforceable provisions or application of such provisions were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement is and shall be severable.
- 30. BINDING ON HEIRS. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Sellers and Buyers.

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- 31. JOINT AND SEVERAL OBLIGATIONS. The obligations of two or more persons designated "Seller" or "Buyer" in this agreement shall be joint and several, and in such case each hereby authorizes the other or others of the said designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this agreement and the premises.
- 32. NOT BINDING UNTIL SIGNED. A duplicate original of this agreement duly executed by the Sellers and their spouses, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before $\frac{(1-2) \cdot 90}{(1-2) \cdot 90}$.
- 33 REAL ESTATE BROKER. Sellers and Buyers represent and warrant that no real estate brokers were involved in this transaction other than Century-21/S.G.R. Sellers shall pay brokerage commission on said broker(s) in accordance with the separate agreement between Sellers and said broker(s) at the time of initial closing.
- 34. RISK Of LOSS. The Uniform Vender Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.
- 35. NO PREPAYMENT PENALTY. Purchasers shall have an unlimited prepayment privilege without penalty.
- 36. EXCULPATORY CLAUSE If property is held in trust the trustee may add to this agreement its standard exculpatory clause.
- 37. NOTICES AND DEMANDS. All notices and demands hereunder shallbe in writing. The mailing of a notice or demand by registered mail to Sellers at 7402 North Tripp, Chicago, Illinois or to Purchaser at 5032 North Lincoln, Chicago, Illinois shall be sufficient services thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.
- 38. PURCHASERS' ADDITIONAL COVENANTS. Furchaser, between the possession date and the final payment date, thall:
- A. keep the property in good condition and repair, without waste and free from mechanics' liens and other liens or claims for lien;
- B. comply with all requirements, and remady any violations, of law, municipal ordinances, or restrictions 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 hereon (except as required by law or municipal ordiance) without, in each case Sellers' written consent. Said consent shall not be unreasonably withheld;
- D. not suffer or permit any change in the general nature of the property, without Sellers' written consent. Said consent shall not be unreasonably withheld;
- E. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral or any obligation of Purchasers.

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- 39. BANKRUPTCY. In the event of the filing prior to the final payment date of any proceedings by or against Purchasers for the adjudication of Purchasers as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or of any statement, Sellers may, at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Sellers as under paragraph 20A above and Sellers shall retain all other remedies against Purchasers in law or equity including, but not limited to, those under paragraph 20 above.
- 40. REQUIREMENTS FOR MODIFICATION. No waiver, modification, amendment, discharge or change to this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.
- 41. (O'ERNING 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.
- 42. 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 or the same instrument.
- 43. PURCHASER/SELLEP RELATIONSHIP ONLY: Nothing herein contained shall be construed as to cause Purchasers and Sellers to be partners or joint venturers or to create any type of fiduciary relationship from Sellers to Purchasers, it being the express intention of the parties to have the sole relationship of Sellers and Purchasers.
 - 44. TIME: Time is of the esserce of this agreement.
- 45. LATE CHARGE: Any payment not made within fifteen (15) days of its due date shall bear a late charge of five (5) percent of late monthly installment.
- 46. DUE ON SALE CLAUSE. It is expressly understood by and between the parties hereto that the Sellers presently have a mortgage and that said mortgage may provide a due on sale clause. Purchasers expressly agree that should the mortgage declare the balance due and payable, Purchaser will, at Seller's request, make reasonable efforts to procure financing at the then current market rate sufficient to pay off Seller's mortgage, including any charges made by mortgagee. In the event that Purchaser is unable to procure an interest rate of 12% or less and Purchaser has made reasonable attempts to so procure said mortgage, then Purchaser shall obtain a mortgage commitment for the lowest interest rate which exceeds 12% and Seller and Purchaser shall pay one-half of the excess interest paid over and above 120% during the life of this contract.
- 47. DOCUMENT ESCROW. An executed Warranty Deed, real estate transfer tax declarations, for the State of Illinois, City of Chicago, and the County of Cook, an affidavit of title, and the bill of sale shall be deposited with CHICAGO TITLE CO, as escrowee, until such time as final payment for the subject property is made under the terms of this agreement.

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48. COSTS AND ATTORNEY FEES. Purchasers shall pay to Sellers all costs and expenses, including Attorney's fees incurred by Sellers in any action or proceeding to which a client may be made a party by reason of being a party to this agreement, and Purchasers will pay to Sellers all costs and expenses including Attorney's fees, incurred by Sellers in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Sellers against Purchasers on account of the provisions hereof, and all such costs, expenses and Attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Sellers against Purchasers on or under this agreement. IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 3 - DAY OF Office, le misour STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, a Notary Public in and for said county in said state, do hereby certify that Hazar Menisch subscribed to the foregoing ins rument, appearing before me this day in person and acknowledging that the signed, sealed and delivered said instrument as their free and voluntary act, for the use and purpose therein set fortr, including the release and waiver of the right of homestead. Given under my hand and official seal, this عمدد day of October , 1990. Hasourcier OFFICIAL SEAL DVA ANSLÆBBLYCE HOTABY PRISELIC STATE OF ILLINOIS MI ONE SETON EXP. MAD 5, 1993

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day of . 1990.

Subscribed and Sworn to before me

Notary Public

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STATE OF ILLINOIS) SS.	
COUNTY OF COOK)	
I, the undersigned, a Notar in said state, do hereby certify	
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