

AGREEMENT, made this 29 day of October, 19 90, between NAIDA J. REAGAN, Seller, and MARK KULAS and CZESLAW KULAS, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's recordable deed with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

SEE ATTACHED

DEPT-01 RECORDING 15:25 14444 TRAN 4856 11/07/90 11/07/90 \$7401 # 0 *-901-543935 COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): 04-03-104-001 Address(es) of premises: 5 Pinetree Road, Northbrook, IL 60062

and Seller further agrees to furnish to Purchaser on or before Closing Date, 19 90, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Attorney's National Title Network, Inc. (b) ... (c) merchantable abstract of title*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of NAIDA J. REAGAN or her nominee at 2908 Cherry Lane, Northbrook, IL 60062

the price of ONE HUNDRED FORTY EIGHT THOUSAND AND NO/100 (\$148,000.00) Dollars in the manner following, to-wit: a) Earnest Money \$14,800.00. b) \$1,332.00 per month with interest on the unpaid balance at 9 3/4% plus 1/12 Real Estate taxes plus 1/12 insurance, the monthly principal and interest payments on \$133,200.00 are amortized over 20 years. As the insurance cost and Real Estate taxes increase, the monthly payments will be increased accordingly.

with interest at the rate of 9 3/4% per cent per annum payable monthly on the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchaser on closing

provided that Purchaser is not then in default under this agreement.

X Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 90 are to be prorated from January 1 to such date for delivery of possession; and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1990 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

by the insurance and Real Estate tax escrow

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 20% per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by 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 of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises 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, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller

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Lot 1 in Block 14 in GLEN-BROOK COUNTRYSIDE, a subdivision of the Northwest quarter of Section 3 and part of the Northeast quarter of Section 4, all in Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 23, 1946 as Document No. 13802722, in Cook County, Illinois, bounded and described as follows:

Beginning at the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 a distance of 15 feet; thence Southwesterly to a point on the Westerly line of Lot 1 aforesaid, 15 feet Southerly of the place of beginning; thence Northerly on said Westerly line 15 feet to the place of beginning.

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R I D E R

Installment Agreement for Warranty Deed between NAIDA J. REAGAN, Seller, and MARK KULAS and CZESLAW KULAS, Buyers, of 5 Pinetree Road, Northbrook, Il. dated October 29, 1990.

1. It is agreed between the Buyers and Seller that the principal balance of the purchase price will balloon and will be due and payable five (5) years from the date of this Contract. It is further agreed between the Buyers and the Seller that principal balance of the purchase price may not be prepaid within the first three (3) years from the date of this Contract without the full penalty interest being due.
2. The Buyers and Seller agree that the monthly payments will begin thirty (30) days after the date of closing. If the monthly principal, interest, Real Estate taxes and insurance payment is not made within five (5) days after its due date, the Seller has the option to declare a default and the entire principal balance plus unpaid Real Estate tax and insurance payments unpaid will excel and be due and payable in full.
3. The Buyers and Seller agree that each Income Tax year that the Buyer MARK KULAS will furnish a copy of his Federal and State Tax Returns ninety (90) days after April 15. This requirement will begin with the taxable year 1990.

SELLER

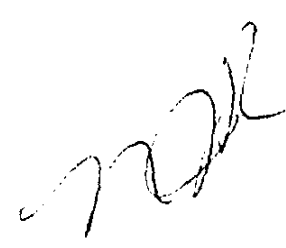

NAIDA J. REAGAN

BUYERS:


MARK KULAS


CZESLAW KULAS

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