•	1. BUYER, KAM WONG and MARCARET WONGAddress 2426 W. Belle Plaine	
	Chicago, Cook County State of Illinois agrees to purchase and SELLER ANA	
MARIA BENITEZ Address 1709 W. Winona, Chicago,		
-	Cook County: State of Illinois agrees to self to Buyer at the PURCHASE PRICE of ONE HUNDRED FOURTEEN THOUSAND Dollars (\$ 114,000.00) the PROPERTY commonly known as 2426 W. Belle Plaine,	
- 3	Chicago, IL. 60618 and legally described as follows: Lot 41 in Block 2, in Paul O. Stensland's	
	Subdivision of the East 664.7 Feet of Lots 1, 2, 3, and 4 of the Shelby and Magoffin'	
	Subdivision of the South 1/2 of the Southeast 1/4 of Section 13, Township 40 North,	
35	Range 13, East of the Third Principal Meridian, in Cook County, Illinois. P.T.N. 13-13-414-027	
37	thereinafter referred to as "the premises") 90552990	
	with approximate lot dimensions of N/A together with all	
	improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; 2002年2003年2003年2003年2003年2003年2003年2003	
Bu	yer's Total Payment Commencing 11/1/90 P&I \$1,169.57	
	Tax δ Ins. 208.24 Total \$1,377.81	
	All of the foregoing iter is shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final of 5 (2).	
	2. THE DEED;	
	a. If the Buyer shall first mede all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, a time and in the manner hereinalter set forth, Seller shall convey or cause to be conveyed to Buyer (in	
∞	joint tenancy) or his nominee, by a recordable, stamped general <u>Warranty</u> deed with release of homestead rights, good little to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and	
7	payable; (b) Special assessments continued after this contract date; (c) Building, building line and use of occupancy restrictions, condi- tions and covernants of records (d) Zonie 2 live and ordinances; (e) Easements for public ruibiles; (l) Distance disches forethes laterals and	
2	drain tile, pipe or other conduit; (g) If he are perty is other than a detached, single-family home; party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominium,	
	il any, and all amendments thereto; any easeme as established by or implied from the said declaration of condominium or amendments thereto, il any; limitations and conditions imposed by the Illinois Condominium Property Act, il applicable; installments of assessments	
0,	due after the time of possession and easemed ts established pursuant to the declaration of condominium.	
961654EIS	 b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid. 	
Ĩ	3. INSTALLMENT PURCHASE: Buyer hereby covenants and excess to pay to Seller at c/o BERNARD ROSENFELD, Agent of Selle	
7	4301 N. Damen Ave. Or to such other person of all such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price i maining from time to time unpaid from the date of initial closing at	
S	the rate of Nine percont 9 of per aroum, all payable in the manner following to will	
• •	(a) Buyer has paid \$ None	
~(HAKKAKAKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK	
8	money to be applied on the purchase price. The earnest money shall be held by STRO REALTY for the mutual benefit of the parties concerned;	
V	(b) At the time of the initial closing, the additional sum of \$ None	
\circ	(c) The balance of the purchase price, to wit: \$ 114,000,00 less crecits for taxes, et 6.9 f32,509.27 or \$111,49	
×	monenty :	
K	1st day of November 1990, and on the 1st day of each/month, each until the purchase price a paid in full ("Installment payment": * Any payment made more than 15 days lake shall bear a late charge of	
	5% of the payment. (d) The final payment of the purchase price and all accrued but unpaid interest and other charges is hereinafter provided, if not sooner paid shall be due on the 1st day of October 1993 (14 yr. Amortization 3 yr Balloon)	
	(e) All payments received hereunder shall be applied in the following order of priority: first, to interest elected and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which is bequirent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the object of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;	
	ላይ ትር	
	4. CLOSINGS: The "initial closing" shall occur on 10-31	
	extended by reason of subparagraph 8 (h) at Title Insurance Company "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.	
	5. POSSESSION: Possession shall be granted to fluyer at 12:01 A.At. on <u>At Clositils</u> , 19, provided that the full down payment minus net prorations due in las or 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:	

6. PRIOR MOREGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortg, ge") 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 notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed fluir not the notes secured thereby). No mortgage or trust deed placed on sall premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement, he reason to believe a dot full in a content of the sold reason to believe a dot full in a content.

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

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, 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 afterney's less attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. Subartsiniskosaminaka messakaneka subaroun nakada subaroun nakada subaroun nakada subaroun nakada subaroun kada subaroun nakada subaroun na



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ment thereof. Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to Interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

19. BUYER'S INTEREST:

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

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether (mished or unlinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Selfer without liability or obligation on Selfer's part to account to the Buyer therefore or for any part thereof.

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against

the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, or all or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien up and be part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

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 suith the fault is not cured within exactly days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement increased 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; (i) maintain an action for any unpolicy in all ments; (ii) declare the entire balance due and maintain an action for such amount; (iii) 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 plass sisting, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided mental to the following remedies and the following trurity in the point of electric terms of the following trurity in the point of electric terms.

(b) As additional security in the event of d. Stult, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and maddition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay taxes unessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount is shell become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum the hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) in the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 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 cores any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under his Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and co its 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 to any legal proceedings as a result of the acts or omissions of the other party.

legal proceedings as a result of the acts or omissions or the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, or parate and comulative, 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 Agreeent; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission to 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 is due after knowledge of any breach of this agreement by Buyer or Seller, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not constitute or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waive.

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 cor 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, c. removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer har vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those conclusively this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any reno all property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, number that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the promises.

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each nonth at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the precess ig month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

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 or breach or attempted violation or breach of the provisions 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 or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and insoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Alfidavit of Title 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 cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer proxities 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 mortgage. 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 which, 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 mortgage. At the time of delivery of the Deed, Buyer and Seller shall pay the amount of any stamp tax then imposed by State or 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 when the transfer of title to Buyer, and Buyer shall pay men tax and 28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the per-

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8. TITLE:

(a) At least one (1) business day phorton be initial closing Selle shall until to cause of the initial in 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 hereol, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartiment building of four or lewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) pror mortgages permitted in paragraph 6; (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 and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the 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 insurance 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 Seller time to have said 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 e (e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pemises as shown to him 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 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing. 9. AFFIDAVIT OF TITLE: Seller shall furnish fluyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dice. subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or be eliciaries 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 A' JO CIATION: (a) In the event the present subject to a townhouse, condominium or other homeowner's association, seller many privation and subject to a townhouse, condominium or other homeowner's association, seller many privations of the association, seller many privations of the association, seller many payment of start closing, furnish Buyer (a) the ment from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, pool of waiver or termination of any right of little selected 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 Buyor thall comply with a sy covenants, conditions, restrictions or declarations of record with respect to the premises as well as bylaws, rules and regulations. Cany applicable association. 11. PRORATIONS: Insurance premiums general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably also discussed initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the fate of the first installment payment shall be a proration credit in layor of the Seller. 12. ESCROW CLOSING: At the election of Sellar or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or linal closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licen ed. o. do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreer her! for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary not instanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow, shall be paid by the party requesting 13. SELLER'S REPRESENTATIONS: (a) Seller expressly warrants to Buyer that no notice from any city village or other governmental authority of a dwelling rode violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement. (b) Seller represents that all equipment and appliances to be conveyed in Anding but not limited to the following, are in operating condition; all mechanical equipment; heating and cooling equipment; water or it is and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous median; cal 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 as sollers exprise. Correct the deficiency. In the ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRHOR 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 WHAT REFERENCE THERETO. represents that all equipment and appliances to be conveyed lie setting but not limited to the (c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be 14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in a good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said or remises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, we stillating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimmeys and fireplaces, e.g., 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 a the fireplaces, end in a clean sightly, and healthy condition of units Ay and ment 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 up the form 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 protice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may a said himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or requiry provided. 15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise 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, second entire tached 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 Seller. 16. INSURANCE 16. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possesion keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau 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 or purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgage or trustee, if any, as their interests may appear; such policy or polities shall be held by Seller, and Buyer shall pay the premiums thereon when due. when due. (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 improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance to the lost of the parties of purpose of purpose of purpose. insurance shall be applied to the unpaid balance of purchase price. 17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, tees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts 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 of initial closing, until the purchase price is gaid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may becme 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 shall constitute a breach of this Agreement.

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(b) The beneficiary or beneficiarie of any the person of sersons with the power to the rustee shall sumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) II, at the time of execution of this Agreement, title to the premises is not held in attrust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

- 36, RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
- 31. RIDERS: The provision contained in any rider attached betero are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
- 32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be treely interchangeable.
- 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the beirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.
- 35. 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 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.
- T BENERIC CINTE CICNERS & demicas estated of this Autonomous dady appropriately the Sallar and his treates if the est if

Seller is a trustee, then by said trustee and the beneficiaries of the	e Trust shall be delivered to the Buyer or his attorney on or before
, 19 ; otherwise the earnest mine; if any, shall be refunded to the Buyer.	at the Buyer's option this Agreement shall become null and void and
	that no real estate brokers were involved in this fransaction other than
ASTRO REALTY	•
and	
the time of initial closing.	dance with a separate agreement between Seller and said brinker(s) at said soals this 31st day of
IN WITNESS OF, the parties he etr, have hereunto set their hand	s and seals this SISE day of
October . 1990	milyen. II is
Onemain Souts	your Ong
ANA MARIA BENITEZ	MARGARET WONG
This instrument prepared by JAMES A. GATELY	INNORNEL WORD
4309 N. Damen, Chicago, IL. 606id	CONTROL OF ALL
STATE OF ILLINOIS)	HOFFICIAL SEALA JAMES A. GATELY NOTARY PUBLIC. STATE OF ILLIHOIS
COUNTY OF COOK	MY COMMISSION EXPIRES 4-5-44
	the State aforesaid, DO HEREBY CERTIFY that ANA
subscribed to the foregoing in tune of some before me th	to me to be the same person whose name 18 is day in prison, and acknowledged that signed, sealed and sand purpose, herein sectorth.
Given under my hand and official sent, this 31 day of Oct	ober 19.90
2 - 18 °	
Commission amaissa	Notary Public
Commission expires	
STATE OF ILLINOIS)) \$5	Ta
COUNTY OF COOK	0' - //
I, the undersigned, a Notary Public in and for said County, in and MARGARET WONG, his wife personally known subscribed to the foregoing instrument appeared before me this da	
the said instrument as a free and voluntary act, for the uses and purp	
Given under my hand and official seal, this 31 day of Oct	ober, 19_90.
	Notary Public
Commission expires	Hotary Fedire
STATE OF ILLINOIS) 1 SS	
COUNTY OF	
;	, a Notary Public in and for said County, in the State aloresaid, do
hereby certify that	
	Secretary of said corporation
who are personally known to me to be the same persons whose	names are subscribed to the foregoing instruments as such
Vice President and Secretary, respectively, appeared before me this day in person and their own free and voluntary act and as the free and voluntary act	acknowledged that they signed and delivered the said instrument as of said corporation, for the uses and purposes therein set forth; and
the corporation, did affix the corporate seal of said corporation to voluntary act of said corporation, for the uses and purposes there	Secretary then and there acknowledged that he, as custodian of said instrument as his own fee and voluntary act and as the free and ein set forth.

_day of.

, 19_

Notary Public

Given under my hand and notarial seal this_

Commission expires_

Stopperty of Cotton County Clark's Office

302253



RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF A "WRAP AROUND" ARTICLES OF AGREEMENT FOR DEED FOR THE SALE AND PURCHASE OF 2426 W. BELLE PLAINE, CHICAGO, ILLINOIS, DATED 10/3//90.

Purchaser agrees to the following:

a) The purchase price shall be \$114,000.00.

b) That there is a balance owed Imperial Savings
Association of \$65,248.20 and that there is a mortgage
lien of record on the property securing said amount.

c) That there is ewed the sum of \$1,900.00 (approximately) to Household Finance and that there is a mortgage lien of record on the property securing said amount.

d) That there is due the sum of \$10,000.00 to Astro Realty and there are two mortgage liens of record on the

property securing said amount.

- e) That the Seller has filed a Chapter 13 Bankruptcy and that there is due the Chapter 13, Bankruptcy Trustee the sum of \$19,175.35 and that there is a cloud on the title to said property because of this and the same must be paid to secure clear title. That there is currently owed the Trustee back payments of \$3,150.00.
- f) That there is owed Bernard RosenFold the additional sum of \$12,000.00 of which there is no Tien.
- g) That there is owed Astro Realty \$6,840.00 for Broker's Commission.

That the Purchaser agrees to take the property subject to and assume payment of the above obligations and the same is reflected in the purchase price and balance due hereunder. That all payments hereunder shall be made to Seller's agent, Bernard Rosenfeld at 4301 N. Damen Avenue, Chicago, Illinois. That Purchaser agrees to pay in addition to the principal and interest payments due hereunder 1/12th of the annual real estate taxes and hazard insurance on said property. Purchaser agrees to refinance the subject property in the event any mortgage lien holder noted above accelerates any balance due under any "due on sale" clause caused by this sale.

ANA MARIA BENITEZ

KAM WONG

MARGARET WONG

Property of County Clerk's Office

And is as the second of the control sweet to the transfer