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the PROPERTY commonly known as 150 Morrison Avenue,

This form has been approximally a heart what	E E CONTROL DE LA LUE COURTE CAN	Lation for use by Lawyers and
., -	ARTICLES OF ACREEMENT FOR DEED	2050000
1. BUYER. Randy Lytle and	Nora Lytle Address	ll9 Brookfield,
Mount Prospect, Cook	County, State ofIllinois agrees to	purchase, and SELLER, Vern Johnson,
Harold Johnson and Kenneth	Johnson Address 135 Hill	Street, Mount Prospect,
	1 S	

SEE LEGAL ATTACHED HERETO AND MADE PART HEREOF.

THOUSAND Dollars (\$ 250,000.00

COUNT PLOSDECT. IL and legally described as follows:

(hereinalter referred to as "the premises")
with approximate for dimensions of 3-1/3 ACTOS
improvements and fixtures, if any, including, but not limited to. All central heating, plumbing and electrical systems and equipment, the hot water heater; central cooling, humidilying and filtering equipment, fixed carpating, built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors, attached shutters, shelving, fireplace screen, roof or attic T.V. sintenna; all planted vegetation; garage door openers and car units; and the following items of personal property.
All of the foregoing it, my 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 closin.
2. THE DEED:
a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in
point tenancy) or his nomined, by a recordable, stamped general deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any cal General real extate taxes not yet due and payable; (b) Special assessments confirmed orientalistic date, (c) Building, building line and use of occupancy restrictions, conditions and covenants of record, (d) Zoning "aws and ordinances; (e) Lasements for public utilities. (f) Drainage durches, feeders, laterals and drain tile, pipe or other conduit, (g) If the province 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 and all amendments thereto, any easements established by or implied from the said declaration of condominium or amendments thereto, if any, limitations and conditions impose (b), the Illinois Condominium Property Act, if applicable, installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium. b. The performance of all the covenants and conditions of performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
J. INSTALLMENT PURCHASE: Buyer hereby covenants and agre on pay to Seller at Seller's Attorney's Office
the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at
the rate of Nine percent of the manner following to will amortized over 30 years (a) Buyer has paid \$ FIVE Trious AND DOLLARS (\$5,000.00)
MARDEM AND
money to be applied on the purchase price. The earnest money shall be held by Soller's Attorney for the mutual benefit of the parties concerned:
(b) At the time of the initial closing, the additional sum of \$.20 , 000, plus cr minus prorations, if any, as is hereinafter provided;
(c) The balance of the purchase price, to wit \$ 225,000.00 to be paid in equal monthly installments of \$ 1,810.40
monthly installments of \$ 1,810,40 each, commencing on the 1stday of November 1990, and on the 1st day of each mo therealics usual the purchase price is paid in full ("Installment payments");
(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as herein their provided, if not sooner
paid shall be due on the 31st day of October xx 2000.
(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accided, and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the size of this Agreement, and fourth, to reduce said unpaid principal balance of the purchase price;

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of sur-

October 16 , 19<u>90</u>, (or on the date, if any, to which said date is 4. CLOSINGS: The "initial closing" shall occur on ... extended by reason of subparagraph 8 (b) at Seller's Attorney's Office if and when all covenants and conditions herein to be performed by Buyer have been so performed. _____ "Final closing" shall occur

October 16 5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on OCTOBER 16 , 19 90, provided that the full down payment minus net provations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times 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 that not the notes secured thereby). No mortgage or trust deed placed on said 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.

(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. Buser shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to 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. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

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Commission expires

(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 of the rights, benefits, obligations and duties by the Selfer 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 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, belief agrees that upon the written request of the Buyer any time prior to the final closing, belief shall convey title into a trust and comply with subparagraphs (a) and (b) of this

paragraph 29 with Suyer 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 hereto 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 arc for consenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the contest requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall include the singular shall include the singular and the masculine. be freely 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 heirs, 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 he joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attornes instact to do or perform any act or agreement with respect to this Agreement or the premises

36, NOT BINDING-UNTIL-SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, it 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

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ler shall pay the brokerage come (sion of said broker(s) time of initial closing	o) in accordance with a separate agreement between Seller and said broker(s) at	
WITNESS OF, the parties hereto have hereunto set the	neir hands and seals this day of	
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and Johnson	Harris you	
Rendella Source	Randy Lytte H Role Mutte	
Kenneth Johnson	Nora Lytle / //	4.
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, the undersigned, a Notary Public in and for said Cou	unity, in the state alorsaid, DO INTREBT CERTIFIC THAT	: C ₁ -
personally personally personally appeared before	r known to me to be the same person whose name me this day in person and acknowledged that the signed, sealed and	
ivered the said instrument as a free and voluntary act, for		
liven CEPTE Agend and official seal, this Le day o	of Cetale 1976 /h.	
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the undersigned, a Notary Public in and for said Cou		•
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	and purposes therein set forth.	
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Notary Public

TITLE:
(a) At least one (1) business day prior to the initial closing, seller shall turnish on

to be furnished to Buyer at Seller's expense an (a) At least one (1) business day prior to the initial closing, seller shall recrish by Cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company (icensed to do business in (linois, 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: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an aparament building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2, (3) prior morigages permitted in paragraph 6; (4) other title exceptions perfaining to liens or encumbrances of a definite or as ertainable 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 unparament as a prior to be seller shall be a thord, can do a form of a female state or the seller shall be a finite or as a female of the determinance of the commitment discloses unparameters.

(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 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 10 day period to allow seller time to have said exceptions waived. It the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (40) day period, to take the title as it then is, with the right to deduct from she purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties, and all montes paid by Buyer hereunder shall be refunded.

- (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shows, as to all matters insured by the policy, subject only to special exceptions therein stated.
- (d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the fluyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the fluyer.
- (e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the (e) buyer's (axing possession of the premises shall be Concusted evidence that buyer in all respects accepts and is satisfied with the population of the premises 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 fille 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. AFFIDAVITOF TITLE: Seller shall turnish Buyer at or prior to the initial closing and again, prior to final closing with an Affidavit of Eille covering said dates, 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 6. In the event intertor the proper y is held in trost, the Affidavit of Title required to the furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said frust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other document as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSECTATIONS

- 10. HOMEUWREN'S ASS. C. A HOM!

 (a) In the event the premius are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, turnish flayer a statement from the floard of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, ploof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other discoments required by the declaration or bylaws thereto as a precondition to the transfer of ownership.
- the hylaws, rules and regulations of any covenants, conditions restrictions or declarations of record with respect to the premises as well as the hylaws, rules and regulations of any applicable association.

 11. PRORATIONS: Insurance premiums, paneral taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratishly as of the area of 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 us of the date of the first installment payment shall be a proration credit in favor of the seller.
- 12. ESCROW CLOSING: At the election of Seller or Juyer, upon notice to the other party not less than five (5) days prior to the date of either the mittal or final closing, this transaction or an accordance contemplated hereby shall be made through excrow with a title company, bank or other institution or an attorney license ditable business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreeme. For deed consistent with the terms of this Agreement. Upon creation of such an excrow, anything in this Agreement to the contrary not vithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an incillary money lender's excrow, shall be paid by the party requesting

- 13. SELLER'S REPRESENTATIONS:

 (a) Seller expressly warrants to Buyer that no notice from any ciss. Alloge or other governmental authority of a dwelling code stolation which existed in the dwelling structure on the premises herein described before this Agriement 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.
- 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 consessed on of uting but not limited to the following, are in operating conditions: all mechanical equipment, hearing and cooling equipment, water have or and softeners, septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's explore, colorect the delicency. In THI ABSINCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPICIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY. It is BUYER AND THE SILLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.
- (c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing
- 14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds mar good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating, wordow glass, heating, son dating and air conditioning equipment, plumbing and electrical systems and fixtures, root, masonsy including chimness and fixeplacts, etc. "Showeser, the said premises shall not be thus kept in good repair, and na clean, sightly, and healthy condition by Buyer, Seller may rither (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessars repairs and do all the work required to place, so discusses in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchats, prace for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition of the nority the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition of the nority between the seller may said or parts and in places and in places as seller may elect, if any, from those that are by this Agreement or at law or equity provided.
- 15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the 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 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 Seller.

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 Sellier 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 of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon 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 fost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price
- 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, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or ans part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefore.
- 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 paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by seller in an imititution the deposits of accounts of

d or guaranteed by a Federal or state The funds shall be held by seller in an institution the deposits of accounts of which are insulted or guaranteed by a reterial of state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covernable or agreements believed to which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof. 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.

(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, forfeitute or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller'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

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

(b) Each and eyely 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 tien against the subject premises, and no contract or agreement, graf 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 upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

23. PERFORMANCE:

(a) If Buyer (1) defaults by ailing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such dispute is not cured within ten (10) days of written notice to Buyer, or (2) defaults in the performance of any other covenant or agreement he end and such default is not cured by Buyer within thirty (30) days after written notice to Buyer runless 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 mole of the following remedies in addition to all other rights and remedies provided at law or in equity. (1) maintain an action for any unpaid instillments; (ii) declare the entire balance due and maintain an action for such amount, (iii) locites the Buyer's interest under this Agreement and refain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's lailure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinistate as provided in not Act.

(b) As additional security in the event of cell cult. Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and its conversion 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 talles, assessments, insurance, or liens, heller may elect to make such payments and add the amount to the principal balance due, which amounts (nai) become immediately due and payable by Buyer to heller.

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

(e) Anything contained in subparagraphs (a) through tur? the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of driffull. Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incited by the other in entorcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceedings to which Buyer or Seller is made a party to any least non-readings as a result of the school provisions of the other nation.

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

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, service and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remeds 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 in 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 allowed after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder. It the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not remise, continue or extend this Agreement not affect any such notice, demand or suit or any right hereunder not herein expressly witted.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mez, 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 prisonally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or como of of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has a lated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises and Buyer's number and in addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on ferms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any paid altoperty 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, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to belief's interest in the primiter

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month 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 preceding 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 invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buver shall be entitled to delivery of the Deed of conveyance atpresaid Attidavit 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 provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior 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 if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release dice 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 prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real extate transfer declarations as may be required to comply with State, County or local law. 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 unless otherwise provided in the local ordinance.

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

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11.

LEGAL DESCRIPTION:

DOOR THE COOK CO That part of the South 16.47 chains of the North 1 2 of Section 35. Township Deports. Range 11 East of the 3rd Principal Meridian lying Nest of the Besterly right of way line of the Chicago and Bisconsin Railroad and East of Sine which is 28.70 feet West of the East line of the West 100 rods of the North 1-3 of said Section 36 (excepting therefrom that part lying Suth of a straight line drawn from a point 60.0 feet North of the Southeast comer thereof through a point in the fast line of the Nest 100 rods of the North 1 2 of said Section 35 which is 183.70 feet North of the South line of said North 1 2 of Section 36 and extended Northwesterly and also excepting therefrom that part thereof which lies Nesterly of a straight line drawn from a point in the South line of the North 1 ? of said Section 30 willings 110 9? feet East of the East line of said Best 100 rods to a point in the North Line of the South 16.47 chains of the North 1.2 of said Section 15 at a point 19.60 feet West of the East Office line of said West 100 rods) Cook County, Illinois.