ARTICLES OF AGREEMENT FOR DEED

20581120

	1. BUYER, YASIN FUQAHA and ARMANDO SAM Address 1201 W. 3157.	74)
	1. BUYER, YASIN FURAHA AND ARMANDO SAM Address POP AND ADDROXHY SI	ENK
10	CHICAGO D. 60608 County: State of agrees to purchase, and SELLER, DOROCHY ST LARRY SLENK AND CHESTER SLENKIESS 8224 Sol MASON, BURGANK, IL COOK TILLING'S FIFTY Thousand	60453
C^2	County State of 122 110 13 agrees to sell to Buyer at the PURCHASE PRICE of 122 07 110 00 00 00	
88 171618	and No/19 Sollars (\$ 50,000.00) the PROPERTY commonly known as 2624 West 59th St. Chicago, Illinois and legally described as follows: 2624 West 59th St.	, 111031
13	LOT 11 IN J. W. MANNOTT'S SUBDIVISION OF LOTS 19 AND 20 IN THE CHICAGO TITLE AND TRUST COMPANY'S	
	SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD	
17	PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PERMANENT INDEX NUMBER: 19-13-223-027-0000	
~;	(hereinalter referred to as "the premises")	
\sim	with approximate lot dimensions of 35' × 125'	
	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, humiditying and filtering equipment; find a reposing built to fitcher applicaces; equipment and objects to the fitcher applicaces; equipment and built as the fitcher applicaces; equipment and street windows and doors; exactly the fitcher applicaces of the fitcher applicaces of the fitcher applicaces of the fitcher applicaces of the fitcher applicaces.	
	the suit T.M. or August the design and suite existing storm and screen windows and goods; established between the plant of particular strainty. (Act while T.M. or August the supportations are made and the following light of particular strainty. (BET = 0.1 RECURDING	\$15,25
	T\$1111 TRAH 1771 11/29/90 \$2653 ‡ A ★	14:01:00
	COUNTY RECORDER	21130
	All of the foregoing item, 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 closing.	90581136
-	2. THE DEED: a. If the Buyer shall first make all, or payments and perform all the covenants and agreements in this agreement required to be made.	cn CD
	and routermed by said Buyer, at the time and in the manner hereinalter set forth. Seller shall convey or cause to be conveyed to Buyer line.	<u> </u>
	joint tenancy) or his nominee, by a recordable, stamped general Warranty deed with release of homestrad rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and	ည်
	payable; (b) Special assessments confirme (2) i. this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning law, and ordinances; (e) Easements for public utilities; (f) Drainage ditches, leeders, laterals and	3 ,
	tions and covenants of record; (d) Zoning law, and ordinances; (e) Lasements for public villities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the propert, is a their 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,	
	if any, and all amendments thereto; any easement established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by 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 herein to be performed by Buyer shall be a condition precedent to Seller's.	
	obligation to deliver the deed aloresaid.	mariena
	J. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at TOTERCO DOTY TITLE CO. 120 W. MW. TY DEPT. CHICAUDITE or to such other person or at 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 remaining from time to time unpaid from the date of initial closing at	קיייטבוט אווין
TITLE MOER	the purchase price and interest on the balance of the purchase price regarding from time to time unpaid from the date of initial closing at	
	the rate of <u>BLEVEN</u> percent (<u>F1.%)</u> per annum, all payable in the manner following to wit:	
	(a) Buyer has paid \$ _ 5 , 000 - 00	
	the lies to check and for anti-and due door tank will promitte in the day the sufficient state of the purchase price. The earnest money shall be held by Concurved to Realmart.	
	for the mutual benefit of the parties concerned;	
	(b) At the time of the initial closing, the additional sum of \$ 10,000. Office or micro prorations, if any, as is hereinafter provided;	
	(c) The balance of the purchase price, to wit: \$ 35,000.00	
	26 tistay of December 19 20, and on the 1st day of each mort titereafter until 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 hereinalte provided, if not sooner	
	paid shall be due on the 26 day of November 19.94;	
	(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued any owing on the unpaid principal balance of the purchase price; second, to pay before definquent all taxes and assessments which substitute this Agreement may become a flen on the premises; third, and to pay insurance premiums falling due after the date of any 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-	
	vivorship. 4. CLOSINGS: The "initial closing" shall occur on NOU. 26, 19, 90, for on the date, if any, to which said date is	
	extended by reason of subparagraph 8 (b) at <u>Intercounty Title</u> "Final closing" shall occur if and when all covenants and conditions herein to be performed by fluyer have been so performed.	
	5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on Date of initial Chosing Wood that the full down payment minus net prorations due in layor of Buyer, if any, has been paid to Seller in cash or by cashing'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.	
	E-PRIOR MORTCAGES:	90
	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,) 5
•	and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage of frust deed (but not the notes secured thereby). No mortgage or trust deed placed on sald premises including any such mortgage shall in any way accelerate	⁹⁰ 58113 ₆
	notes secured mereby). No morigage of this deep paced of said previous mineral state and many with a more secured for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise he in conflict with the terms and provisions of this Agreement, or otherwise he in conflict with the terms and provisions of this Agreement, nor shall such marriage	<u> </u>

provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such murigage 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, 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 attorney's four attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or

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.)

9. AFFID? (IT OF TITLE) Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Integovering sail 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 8. In the event title to the appenry is held in trust, the Affidavit of Title required to be turnished by Seller shall be signed by the Trustree and the benefitiary of its needlefaries 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. HOMEOWN' R'S ASSOCIATION:

(a) In the event size or mises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish (tuy) is a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicably, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any of accuments required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premium general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reprorate a 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 date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of be lier or Buyer, 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 of the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an automorphic used to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of the deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in:this Agreement to the contrary powithstanding, 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 code violation which existed in the dwelling structure on the premises herein discrebed before this Agreement was executed; has been received by the Seller, his principal or his agent within ten (10) years of the date of caer ation of this Agreement.

continued to the following, are in operating conditions all mechanical equipment and appliances to be conveyed, including but not limited to the following, are in operating conditions all mechanical equipment; heating and cooling equipment; water by after and softeners; septic, plumbing, and electrical systems; kitchen equipment-remaining with the premises and any miscellareous mechanical perisonal property to be transferred to the Buyer. Upon the Buyer's request priorito the time of possession, Seller shall demo parate to the Buyer on his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expresse correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE. PECLIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE STELER 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 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; window glass; heating, win dating and air conditioning enumphement; plumbing and electrical systems and fixtures; roof; masonry including chimneys and firepieces, etc. II, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may enter (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of: his Ar recement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to places of oremises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase in cere to the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition within thirty (30) days condition to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days condition to the paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies 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 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 texcept 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 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 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, flens, 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 therefore.

the Seller on the day each installment payment is due, or if none are provided for, on the first day of an immortance of initial closing, until the purchase price is paid in full, a sum (herein refused to the first day of an immortance coverages required to be kept and maintained by 2 , and as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior

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ment thereof. Seller may not the set for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and ills, nor shall duyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this statement is full at all cases the funds of the computer adopted to the same funds.

(a) No right, title, or interest, legal or equitable, in the pemises described berein, or in any part thereof, shall vest in the Buyer until the Deed, as berein 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 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 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 rulesse of any and all lien or claim of lien against the subject premises, and no contract or agreement, orallor written shall be executed by the Juyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the past 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 faiting to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default, not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement here, in a district default is not cured by Buyer within thirty (10) days after written notice to Buyer (unless the infrault insorbers 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 or the closely of the clare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and rehand all sums paid as liquidated damages in full satisfaction of any claim against Buyer and upon Buyer's failure to surrender possestion, maintain an action for possession under the forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Art.

(b) As additional cognitive to be unstalled by the maintain in the provided in that Art.

(b) As additional security in the event of detach of personal in Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of 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, as essments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall be come immediately due and payable by fluyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge and 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 (d) to the contrary notivithstanding this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, fluyer tenders to Seffer the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any, can defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of fluyer under this Agreement, it is the contract of the premises or monetary claims arising from acts or obligations of fluyer under this Agreement shall not be forfeited and determined, if within 20 days after such a state of the premises of the contract of the contract

22. DEFAULT, FEES:

(a) Ouyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party 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 of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specificall, waived in this Agreeent; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession bereunder, or ally, the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, or of the control of this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean "a" 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 person. (i), or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or of the pure at the address of the premises. Notice shall be deemed made when mailed or served

24. ABANDONMINT: filteen days' physical absence by Buyer with any installment being unpaid, or remov. Lof the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Bu, et. in the event, and in addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises and act as suyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this surfament with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any persons or y remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Sale 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 Seller's Interest in the premise.

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 abilition because the new substitute 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 rull and void and invoke the provisions of this Agreement relating to forfeiture hereof.

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 personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cashi 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 stons dose hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lentlers, 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 in 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 execute and furnish such real estate 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 shall pay any such stamp tax and meet other requirements as then may be established by any loca 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-

29. 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 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 I shibit A.

(b) The beneficiary or beneficiaries of and the processors with nepower to direct the Truster, italic amulatively be deemed to jointly and severally have all of the original severally have all of the original control of the frustee 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, 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. 30. 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 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 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 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. 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, 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 DATE OF INITIAL CLOSING. 19; otherwise at the Buyer's option this Agreement shall become null and void and DATE OF INITIAL CLOSING , 19 ; oth the earnest money, (a) y, shall be refunded to the Buyer. ; otherwise at the Buyer's option this Agreement shall become null and void and 37. REAL ESTATE BROKEP: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than CENTURY 21 - REALITART NONE OTHER Seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing. IN WITNESS OF, the parties hereto have hereunto set their hands and seals this NORBERT M 4374 SOUTH ARCHER, CHICAGO, ILLINOIS STATE OF ILLINOIS COUNTY OF the undersigned, annotary public in and for said County, in the State afore and DO HEREBY CERTIFY that CHESTER SI ENK subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that HE signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes here? . set forth. Given under my hand and official seal, this 15Thday of November otary-Prolin Commission expires_ STATE OF ILLINOIS JEFFREY J. O'DA Notary Public, Siate of Page COUNTY OF My Commission Explos (12/12/04 I, the undersigned, a Notary Public in and for said County, in the State oforesaid, DO HEREBY CERTIFY mat are Donother SCENK personally known to me to be the same person subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that the said instrument as a free and voluntary act, for the uses and purposes therein set forth. DOROTHY SLENK whose nar ie Subscribed to the for the said instrument as Given under my h "Given under my hand and official seal, this 26 day of November OFFICIAL TEAL NORBERT M. ULASZEK NOTARY PUBLIC STATE OF ILLINOIS Notary Public MY COMMISSION EXP OCT 1.1994 STATE OF ILLINOIS) COUNTY OF COOK SS THE UNDERSIONED

III that YASIN FUQUAHA , a Notary Public in and for said County, in the State aforesald, do

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments at such.

Vice President and

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act at said corporation, for the uses and purposes therein set forth; and the estimated and said corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Civen under my hand and notarial seal this 26 Tday of NOU., 19 90

OFFICIAL SPAL GERALDINE SORIA

NOTARY PUBLIC STATE OF IFLENOIS

Notary Public

NY COMMISSIONED APIL 15, 1997