

UNOFFICIAL COPY

(b) The beneficiary of the trust, 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 Seller 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, 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 the earnest money, if any, shall be refunded to the Buyer.

37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Coldwell Banker

and _____

Seller shall pay the brokerage commission of said brokers in accordance with a separate agreement between Seller and said brokers at the time of initial closing.

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 13th day of December 1990

SELLERS
[Signature]
JAMES D. GROOT
[Signature]
This instrument prepared by SHAREN L. GROOT
KEVIN J. KAREY
1415 W. 55th St., Ste. 201, LaGrange, IL.

BUYERS
[Signature]
DARYL K. MONFELS
[Signature]
JULIE E. MONFELS
Subscribed by Julie E. Monfels

STATE OF ILLINOIS
COUNTY OF Cook^{SS}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES D. GROOT & SHAREN L. GROOT personally known to me to be the same person S whose name s are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of December, 1990
[Signature]
OFFICIAL
KEVIN J. KAREY
Notary Public
Commission expires November 9, 1994
STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DARYL K. MONFELS & JULIE E. MONFELS personally known to me to be the same person S whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of December, 1990
[Signature]
OF KEVIN J. KAREY Notary Public
Commission expires November 9, 1994
STATE OF ILLINOIS
COUNTY OF Cook

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____ 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and the said _____ Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____

Notary Public
Commission expires _____

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Baria, Abrah & Assoc
6912 Aldrich St
Downers Grove, IL 60516



MAIL TO

90621516

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and prior to the date when the Seller shall become delinquent in the payment of all taxes, special assessments, water charges and other charges...

(b) In the event of loss of or damage to such improvements, whether by fire or other cause, the Seller shall be obligated to pay for the replacement or restoration of such improvements...

16. INSURANCE: (a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other causes...

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in a good repair and condition as they now exist and shall make all necessary repairs and renewals in a good repair and condition...

13. SELLER'S REPRESENTATIONS: Seller expressly warrants that the premises are free from all liens, mortgages, judgments, claims, taxes, assessments, and other encumbrances...

12. ESCROW CLOSING: At the expiration of the period of escrow, the Seller shall execute and deliver to the Buyer a deed conveying the premises...

11. PROVISIONS: Insurance premiums, general taxes, association assessments and all other charges shall be provided as of the date of initial closing...

10. HOMEOWNERS ASSOCIATION: If the premises are subject to a homeowners' association, the Seller shall provide to the Buyer a copy of the association's governing documents...

9. AFFIDAVIT OF TITLE: Seller shall execute and deliver to the Buyer an affidavit of title showing that the premises are free from all liens, mortgages, judgments, claims, taxes, assessments, and other encumbrances...

8. BUYER'S TAKING POSSESSION: The Buyer shall take possession of the premises at the time specified in paragraph 5 and shall pay for the same in full...

7. SELLER'S OBLIGATIONS: The Seller shall execute and deliver to the Buyer a deed conveying the premises and shall provide to the Buyer a copy of the association's governing documents...

6. ASSIGNMENT: This contract shall be binding upon the Seller and the Buyer and their heirs, assigns, and legal representatives...

5. ENTIRE AGREEMENT: This contract contains the entire agreement between the Seller and the Buyer and supersedes all other agreements...