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ARTICLES OF AGREEMENT FOR WARRANTY DEED

1. Buyer, MIDWEST BANK & TRUST COMPANY, 1606 N. Harlem Avenue, Elmwood Park, Illinois, under Trust No. 89-07-5811, agrees to purchase, and the Sellers, STANLEY CHRZASTOWSKI and BARBARA CHRZASTOWSKI, his wife, as joint tenants, of 3108 N. Laramie, Chicago, Illinois agree to sell to the Buyer at a purchase price of Two hundred fifteen thousand and 00/100 Dollars (\$215,000.00) the real property commonly known as 3108 N. Laramie, Chicago, Illinois and legally described as follows:

DEPT-01 RECORDING 133.00
 144444 TRAN 2557 01/17/90 12:24:00
 4092 # 2 * -90 -025744
 COOK COUNTY RECORDER

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LOT 12 IN HULBERT'S FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 34 IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3108 N. LARAMIE, CHICAGO, IL.

PIN # 13-28-107-033

with lot dimensions of 25 feet by 125 feet, together with all improvements, furniture, fixtures, and stock-in-trade of the lounge known as CORDIAL LOUNGE, thereon, including the following, IF ANY, now on premises:

SCREENS; STORM WINDOWS & DOORS; AWNINGS; SHADES; RADIATOR COVERS; HEATING, CENTRAL COOLING, VENTILATING, LIGHTING & PLUMBING FIXTURES; STAIRHALL CARPETING; SIGN; BURGLAR ALARM SYSTEM; BOILER ROOM TOOLS; AND ALSO ALL BUSINESS EQUIPMENT AS FOLLOWS:

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FIRST FLOOR:

BAR FIXTURES AND EQUIPMENT

- 1 FRIGIDAIRE ICE CUBE FREEZER
- 1 PERLICK BARREL COOLER (NO COLD WATER COIL)
- 1 PERLICK BOTTLE COOLER
- 2 THREE-TUB SINKS
- 2 AUTOMATIC SODA DISPENSERS
- 1 HAND WASH SINK
- 1 FREEZER
- 1 DISPLAY (GLASS DOOR) COOLER
- 1 STAINLESS STEEL TABLE WITH GAS GRILLE, VENTILATION HOOD & FILTERS & 2 SET SPACES, AND OUTSIDE EXHAUST FAN
- 1 MICROWAVE OVEN
- 1 17" TV - PORTABLE
- BAR STOOLS
- 1 SMOKE-EATER ELECTRONIC AIR CLEANER
- 1 CASH REGISTER (DOES NOT PRINT A TAPE)

SECOND FLOOR TWO BEDROOM APARTMENT

- 1 STOVE AND RANGE (BUILT-IN)
- 1 REFRIGERATOR (MUST BE DEFROSTED MANUALLY BECAUSE THE AUTOMATIC DEFROST TIMER IS OFF TIMING)
- 1 DISHWASHER
- 1 CLOTHES WASHER & DRYER
- 2 AIR CONDITIONERS (1 SLEEVE TYPE, 1 WINDOW TYPE)

THIRD FLOOR TWO BEDROOM APARTMENT

- 1 STOVE AND RANGE (BUILT-IN)
- 1 REFRIGERATOR
- 1 CLOTHES WASHER & DRYER
- 1 AIR CONDITIONER (SLEEVE TYPE IN LIVING ROOM)

GARAGE

- 1 DEEP FRYER - AS IS CONDITION
- 1 COFFEE URN - AS IS CONDITION

which shall be left on the premises and are included in the sale price and shall be transferred to the Buyers by Bill of Sale at the time of initial closing.

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(a). ALL FINANCIAL BOOKS, RECORDS, CASH, CHECKS, NOTES AND OTHER SECURITIES OF ACCOUNTS RECEIVABLES OF THE "CORDIAL LOUNGE" ARE EXCLUDED FROM THIS SALE.

(b). ALL OF THE OPEN STOCK OF THE CORDIAL LOUNGE IS INCLUDED IN THE PERSONAL PROPERTY. BUYER MAY PAY, AT SELLERS' COST, AS ADDITIONAL CONSIDERATION TO SELLERS FOR ANY CLOSED STOCK. ON THE DATE OF THE INITIAL CLOSING, BUYER AND SELLERS SHALL MAKE AN INVENTORY OF SAID CLOSED STOCK TO DETERMINE THE ADDITIONAL CLOSED STOCK COST

(c). IF ANY OF THE ITEMS OF PERSONAL PROPERTY SET FORTH ABOVE SHALL BE MISSING AT THE TIME OF THE INITIAL CLOSING, THEN SELLERS SHALL BE LIABLE FOR THE COST OF REPLACEMENT OF THE MISSING ITEM(S). AT THE TIME OF THE INITIAL CLOSING, ALL OF THE EQUIPMENT, FURNITURE AND FIXTURES SHALL BE IN THE SAME CONDITION AS OF THE SIGNING OF THE PURCHASE AGREEMENT, NORMAL WEAR AND TEAR EXCEPTED. ITEMS SOLD IN "AS IS CONDITION" ARE EXCLUDED FROM THE FOREGOING REPRESENTATION.

(d). AT THE INITIAL CLOSING, BUYER AGREES TO EXECUTE UCC FINANCIAL STATEMENTS WHEREBY A LIEN AGAINST ALL OF THE FOREGOING PERSONAL PROPERTY IS CREATED IN FAVOR OF THE SELLERS.

2. DEED:

a. If the Buyer shall first make all payments and perform

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all the covenants and agreements in the agreement required to be made and performed by him, at the time and in the manner hereinafter set forth, Sellers shall convey or cause to be conveyed to Buyer or his nominee(s), by a recordable stamped general Warranty or Trustee's Deed with release of homestead rights, good title to the premises subject only to the following, if any: covenants, conditions and restrictions on record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general real estate taxes for the year 1989 and subsequent years.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Sellers' obligation to deliver the deed aforesaid.

3. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay STANLEY CHRZASTOWSKI and BARBARA CHRZASTOWSKI at such place as Sellers may from time to time designate in writing, real estate and insurance escrows as set forth herein, and the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of the initial closing at the rate per annum as set forth below, all payable in the following manner, to wit:

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a. Buyer has paid the sum of Fifteen thousand and 00/100 Dollars (\$15,000.00) as earnest money to be applied on the purchase price.

b. At the time of the initial closing, the sum of One hundred twenty-five thousand and 00/100 Dollars (\$125,000.00) plus or minus prorations, if any, as is hereinafter provided;

c. The balance of the purchase price, i.e., Seventy-five thousand and 00/100 Dollars (\$75,000.00) to be paid in equal monthly installments of Seven hundred forty-eight and 79/100 Dollars (\$748.79) each based on a per annum rate of Ten and one-half percent (10.5%) commencing on the first day of February, 1990, and on the first day of each month thereafter for a period of sixty months. Payments for months 61 through 72 shall also be based on a per annum of 10.5% unless the prime rate at the First National Bank of Chicago (or the prime rate at the largest bank within Chicago's corporate limits if the First National Bank of Chicago is not in existence) shall exceed 10.5% as of January 2, 1995 in which case the per annum for months 61 through 72 shall be increased to 11.5%. The final payment of principal and interest to be paid no later than January 1, 1996, if not sooner paid. While payments are due on the first of every month, they will not be considered delinquent until the tenth day of each month. Payments received after the tenth shall be assessed a five percent (5%) penalty (37.44). SAID PAYMENTS ARE BASED ON TWENTY (20) YEAR AMORTIZATION SCHEDULE WHICH IS ATTACHED HERETO AND MADE A PART HEREOF. INTEREST IS BEING PAID IN ADVANCE;

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d. All payments received hereunder shall be applied to the following order or priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay for any late charges; third, to pay, before they become delinquent, all taxes and assessments which, subsequent to the date of this Agreement, may be a lien on the premises; fourth, and to pay insurance premiums falling due after the date of this Agreement; and fifth, to reduce said unpaid balance of the purchase price;

4. CLOSING. The "Initial Closing" shall be on January 6, 1990, at a place to be mutually agreed upon by the parties' attorneys. The "Final Closing" shall occur if and when all covenants and conditions herein to be performed by Buyer and Sellers have been so performed.

5. POSSESSION. Possession of the lounge and second floor apartment shall be granted to Buyer on the time and place of the initial closing, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to STANLEY CHRZASTOWSKI and BARBARA CHRZASTOWSKI 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 AND FUTURE MORTGAGES AND ARTICLES OF AGREEMENT:

a. It is understood that the premises are currently encumbered by a first mortgage with a principal balance of approximately Twenty-five thousand (\$25,000.00). Sellers shall continue to make payments on this first mortgage and said first

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mortgage will be paid off no later than at the final closing. IF, PRIOR TO THE FINAL CLOSING, SELLERS ARE FORCED TO PAY-OFF THE FIRST MORTGAGE BECAUSE OF ANY ACT BY BUYER OR BUYER'S AGENT(S), BUYER MUST REIMBURSE THE SELLERS FOR THE MONIES THEY EXPENDED TO PAY-OFF THE FIRST MORTGAGE. THE BALANCE DUE UNDER THE ARTICLES OF AGREEMENT WILL THEN BE REDUCED ACCORDINGLY.

b. Sellers and Buyer agree not to place any other or additional mortgage or Trust Deed on the premises during the term of this agreement.

7. SURVEY: Prior to initial closing, Sellers will furnish a Survey performed by a licensed Illinois land surveyor showing that present location of all improvements to be within the property lines and showing no encroachment of improvements from adjoining properties. ANY SURVEY REQUIRED AT THE FINAL CLOSING SHALL BE BUYERS' RESPONSIBILITY.

8. TITLE:

a. Seller shall furnish or cause to be furnished to Buyers or Buyers' attorney not less than five days prior to the initial closing, as evidence of title in Sellers or Grantors, a Title Commitment for a Contract Purchaser's Title Insurance Policy issued by O'Hare Title. In the event Buyer desires a second title insurance commitment at the final closing, it shall be obtained at Buyer's expense.

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b. The title commitment furnished by Sellers shall be conclusive evidence of good & merchantable title as therein shown, subject only to exceptions stated in Paragraph 2(a) herein.

9. PRORATIONS: Real estate taxes as based on the most recent ascertainable real estate tax bill, the water bill and other proratable items shall be prorated to date of closing. THE 1989 GENERAL REAL ESTATE TAXES WILL BE RE-PRORATED UPON ISSUANCE OF THE ACTUAL 1989 BILL.

10. INSURANCE AND REAL ESTATE TAX: Buyer shall be responsible for all real estate taxes and special assessments pertaining to the premises which are due and payable after the date of initial closing.

The Buyer shall also, on and after the date of the initial closing of these Articles of Agreement, be responsible for the maintaining fire and extended insurance (naming Sellers on the mortgagee clause - minimum coverage of \$70,000.00).

Buyer shall deposit with the Sellers the sum of 1/12th of the estimated annual real estate taxes and 1/12th of the annual insurance premium, payable monthly, along with the principal and interest payments as required herein. In the event an escrow shortage is created as a result of increased real estate taxes or insurance premiums, Sellers shall serve written notice of the

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shortage upon Buyer. Within fifteen (15) days of the receipt of the notice, Buyer must deposit with Sellers whatever amounts are necessary to eliminate the shortage.

Unless mutually agreed otherwise, in writing, the Sellers shall pay or cause to be paid, from the real estate tax and insurance escrows said installments when due and Sellers shall provide the Buyer with a paid receipt for any payment or installment from time to time, upon request.

Proceeds from any insurance claim shall first go to repair, if possible, then to reduction of the principal outstanding due Sellers and finally to Buyer.

Should any insurance required hereunder not be paid by Sellers or should any real estate tax installment due not be paid, the Buyer, at his option, may place such insurance or pay said installment and charge the cost thereof against the Seller's account and at Buyer's option declare a default by Sellers and seek any and all additional remedies available in law or equity.

Upon the final closing, Buyer shall be entitled to any and all real estate tax and insurance escrow funds on deposit with Sellers.

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11. **DEFAULT:** Buyer shall be deemed in default under this Agreement if any of either of their monthly installments of principal, interest, real estate or insurance tax escrows are not paid to Sellers within ten (10) days of written notice to Buyer that a delinquency exists. The failure of Seller to strictly enforce this provision on any individual occasion shall in no way be deemed to be a waiver of Sellers' rights hereunder with regard to future payments.

12. **RECORDING THIS AGREEMENT.** Buyer may record this Agreement, or a Memorandum thereof, in the Office of the Recorder of Deeds, Cook County, Illinois.

13. **CURE OF DEFAULTS.** Buyer shall have thirty (30) days to diligently undertake to cure and sixty (60) days to fully cure, any default under this Agreement, other than installment payment default or an escrow shortage default. Said periods shall commence from the date of written notice of default is received by Buyer, or if Buyer is not in actual possession of the premises, the day of posting of notice of a default upon the door of the premises. No right or remedy shall be exercised by Sellers as a result of any act or default by Buyer unless the aforementioned applicable period shall have elapsed and said default remains uncured by Buyer.

14. **CONDITION OF PREMISES:** Buyer shall keep the premises in good repair and shall suffer nor commit any waste on or to the

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premises. If Buyer fails to make any such repairs as Sellers reasonably requires, after being requested in writing by Sellers to make said repairs, or suffer or commit waste, Sellers (after thirty (30) days have elapsed since delivery of the aforementioned request, and the continued failure of Buyer to diligently undertake to make such repairs or eliminate such waste) may make said repairs themselves and the cost thereof shall become an addition to the purchase price immediately due and payable to Sellers with interest thereon at the rate of fifteen (15%) percent per annum.

15. **TRANSFER OR ASSIGNMENT:** Buyer shall not transfer or assign this Agreement, or any interest therein, without the previous written consent of Sellers. Any assignment or transfer, without previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this Agreement null and void at the election of Sellers. In the event the Buyer makes a consented transfer or assignment of this Agreement, he shall remain liable for its faithful performance.

16. **LEASING THE PREMISES:** Buyer agrees to use the first floor of the premises as a bar only and the second floor as rental units. Buyer agrees not to execute any lease in excess of one year for the premises during the term of the Agreement

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17. **REMEDIES:** It is further expressly agreed between the parties hereto that the remedy of forfeiture shall not be exclusive of any other remedy, but the Sellers or Buyer shall, in the case of default or breach, or for any other reason herein contained, have every other remedy given by this Agreement and by law or equity and have the right to maintain and prosecute any and every such remedy contemporaneously or otherwise with the exercise of the right of forfeiture or any other right herein given.

18. **IMPROVEMENTS INURE TO SELLERS:** In the event of the termination of this agreement by forfeiture, all improvements whether finished or unfinished, which may be put upon the premises by Buyer shall belong to and be the property of Sellers without liability or obligation on Sellers' part to account to Buyer therefore or for any part thereof.

19. **EXPENSES IN DEFAULT SITUATION:** A party in default under this Agreement shall pay to the non-defaulting party all costs and expenses including attorney's fees incurred by the non-defaulting party in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by the non-defaulting party against the party in default on account of the provisions hereof and all such costs, expenses and attorney's fees may be included in any judgment entered in any proceedings brought by the non-defaulting party against the party in default under this Agreement.

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20. **SELLERS' CONSENT FOR MAJOR IMPROVEMENTS:** Every contract for repairs and improvements on the premises of a structural nature or in an amount in excess of \$5,000.00 shall first be approved by Sellers, in writing.

21. **MECHANIC'S LIENS:** Buyer and Sellers shall not suffer or permit any mechanic's lien or any other lien to attach to or be against the premises.

22. **NO MODIFICATION TO AGREEMENT UNLESS IN WRITING:** No extension, change, modification or amendment to or of this Agreement, of any kind whatsoever shall be made or claimed by a party, and no notice of any extension, change, modification or amendment, made or claimed by a party, shall have any force or effect whatsoever unless it shall be endorsed in writing on this Agreement and be signed by the parties hereto.

23. **SINGULAR/PLURAL.** If there be more than one person designated herein as "Seller" or as "Buyer", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

24. **NOTICES:** All notice and demand hereunder shall be in writing. Personal delivery of the mailing of a notice or demand by registered mail to Sellers as follows:

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Mark L. Dabrowski, Attorney at Law, 33 N. Dearborn - Suite 1530,
Chicago, Illinois 60602 (312) 263-0300)

or to Buyers as follows:

Horst Seyferth, Attorney at Law, 4001 N. Elston, Chicago, IL.

or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.

25. **TIME IS OF THE ESSENCE:** The time of payment shall be of the essence of the contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

26. **UNENFORCEABILITY OR INVALIDITY OF A PROVISION:** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

27. **DECLARATION OF FORFEITURE:** In the event of Buyer's failure to make any of the payments required hereunder, or any part thereof, or perform any of the Buyer's covenants hereunder, the Buyer's continued failure to make said payments or to perform said covenants, after due notice of default, and within the limits of

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covenants after due notice of default shall become a default and Sellers may declare this Agreement forfeited. In the event that Sellers shall declare a forfeiture, Buyer shall forfeit all payments made on this Agreement and such payments shall be retained by Sellers, and in such event Sellers shall have the right to re-enter and take possession of the premises.

28. CONDUCT OF BUSINESS OF CORDIAL LOUNGE: SELLERS HEREBY COVENANT AND AGREE THAT BETWEEN THE DATE OF THE PURCHASE AGREEMENT (AUGUST 12, 1989) AND THE DATE OF THE INITIAL CLOSING, SELLERS WILL CONDUCT THE BUSINESS OF THE CORDIAL LOUNGE IN THE ORDINARY COURSE AND REFRAIN FROM MAKING ANY PURCHASES OR SALES OF ANY ASSETS OR PROPERTIES, OTHER THAN IN THE ORDINARY COURSE OF BUSINESS, AND FROM MORTGAGING, PLEDGING, SUBJECTING TO LIEN, OR OTHERWISE ENCUMBERING ANY OF ITS PROPERTIES OR ASSETS TO BE SOLD HEREUNDER. SELLERS WILL ALSO REFRAIN FROM INCURRING ANY OBLIGATIONS OR LIABILITIES OTHER THAN THOSE THAT ARE USUAL AND NORMAL AND WILL NOT CLOSE THE BUSINESS FROM AUGUST 12, 1989 UNTIL THE DATE OF THE INITIAL CLOSING.

29. CONTRACT CONTINGENT UPON SECURING LIQUOR LICENSE. THE PURCHASE AGREEMENT AND THESE ARTICLES OF AGREEMENT ARE CONTINGENT UPON THE BUYER'S ABILITY TO QUALIFY FOR AND RECEIVE THE NECESSARY LIQUOR LICENSE FROM THE CITY OF CHICAGO AND STATE OF ILLINOIS LIQUOR COMMISSIONS. IN THE EVENT THE BUYER CANNOT QUALIFY FOR AND RECEIVE SAID LIQUOR LICENSE, THEN THE PURCHASE AGREEMENT AND

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ARTICLES OF AGREEMENT SHALL BE NULL AND VOID AND THE EARNEST MONEY WILL BE REFUNDED TO BUYER. SELLERS AGREE TO RECOMMEND ISSUANCE OF THE LICENSE BY THE COMMISSIONERS TO BUYER AND EXECUTE A WAIVER OF RIGHT OF LICENSE IN FAVOR OF BUYER, IF NECESSARY.

30. NO VIOLATIONS AGAINST CORDIAL LOUNGE: SELLERS WARRANT THERE ARE NO PROCEEDINGS PENDING OR THREATENED AGAINST THEM FOR EXISTING VIOLATIONS OF ANY FEDERAL, STATE, COUNTY, OR CITY LAW IN CONNECTION WITH THE OPERATION OF THE CORDIAL LOUNGE BY REASON OF WHICH VIOLATION BUYER WOULD BE UNABLE TO OBTAIN ANY FEDERAL, STATE, COUNTY OR CITY LICENSE FOR THE LAWFUL OPERATION OF ANOTHER LOUNGE. IF IN THE COURSE OF AN INSPECTION OF THE PREMISES BY ANY GOVERNMENTAL AUTHORITY PRIOR TO THE GRANTING OF THE BUYER'S LIQUOR LICENSE IT IS DETERMINED THAT WORK OR MODIFICATIONS MUST BE MADE TO THE PREMISES, SUCH WORK WILL BE BUYER'S SOLE RESPONSIBILITY (EXCEPTING MINOR ITEMS OF MINIMAL EXPENSE WHICH WOULD BE THE SELLERS' RESPONSIBILITY).

31. LIABILITIES OF THE CORDIAL LOUNGE:

(a). ANY AND ALL SALES, PAYROLL, UNEMPLOYMENT, SOCIAL SECURITY OR OTHER TAXES OWED BY THE SELLERS INCURRED IN THE OPERATIONS OF THE CORDIAL LOUNGE WILL BE PAID BY THE SELLERS. IF AFTER THE INITIAL CLOSING, BUYER RECEIVES WRITTEN NOTICE OF

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SELLERS' FAILURE TO PAY ANY OF THE LIABILITIES MENTIONED ABOVE, BUYER MAY EXERCISE THE RIGHT OF SET-OFF AGAINST THE MONTHLY PAYMENT SET FORTH IN PARAGRAPH 3(c).

(b). ANY PRESENT EMPLOYEES OF SELLERS ARE WORKING "AT WILL". SELLERS WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY WAGE OR OTHER BENEFITS EARNED OR INCURRED PRIOR TO THE INITIAL CLOSING.

(c) SELLERS AGREE TO SAVE, KEEP HARMLESS AND INDEMNIFY BUYER OF AND FROM ALL CLAIMS AND DEMANDS ARISING OUT OF ANY AND ALL INDEBTEDNESS OR OBLIGATIONS OF SELLERS AND THE CORDIAL LOUNGE TO ANY PERSON, FIRM, CORPORATION OR GOVERNMENTAL BODY INCURRED PRIOR TO THE DATE OF INITIAL CLOSING, PROVIDED THAT BUYER SHALL NOTIFY SELLERS IN WRITING OF ANY SUCH CLAIM OR DEMAND WITHIN A REASONABLE TIME AFTER BUYER RECEIVES NOTICE THEREOF.

32. MAINTENANCE OR SERVICE AGREEMENTS: SELLERS WARRANT THAT THERE ARE NO MAINTENANCE OR SERVICE AGREEMENT RELATIVE TO THE SIGN OR CASH REGISTER. SELLERS OWN THESE ITEMS, AND THE BURGLAR ALARM SYSTEM, OUTRIGHT. ALARM MONITORING IS PROVIDED BY AIMS PROTECTIVE SERVICES AT THE RATE OF \$12.00 PER MONTH. SERVICE HAS BEEN PRE-PAID THROUGH NOVEMBER 30, 1989. THEREAFTER, BUYER MAY RENEW MONITORING WITH AIMS DIRECTLY.

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33. NON-COMPETITION BY SELLERS: SELLERS AGREE THAT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THE INITIAL CLOSING, DIRECTLY OR INDIRECTLY, AS SHAREHOLDER, EMPLOYEE, DIRECTOR, AGENT, PARTNER OR OTHERWISE, ENGAGE IN, OWN OPERATE OR PARTICIPATE IN ANY BUSINESS SIMILAR TO THE CORDIAL LOUNGE WITHIN A RADIUS OF FIVE (5) MILES FROM 3108 N. LARAMIE, CHICAGO, ILLINOIS.

34. TRAINING: TWO (2) WEEKS PRIOR TO THE INITIAL CLOSING, SELLERS WILL TRAIN BUYER OF BUYER'S AGENT IN THE OPERATION OF THE CORDIAL LOUNGE.

35. TAX FREE EXCHANGE: BOTH PARTIES AGREE TO CO-OPERATE WITH EACH OTHER TO EFFECTUATE TAX FREE EXCHANGES.

36. DESTRUCTION OF THE SUBJECT MATTER: IF THE SUBJECT MATTER OF THIS SALE IS NOT IN EXISTENCE AS OF THE TIME OF INITIAL CLOSING, OR SELLERS FAIL TO DELIVER POSSESSION THEREOF TO BUYER AT TIME OF INITIAL CLOSING, BUYER SHALL HAVE THE OPTION OF WITHDRAWING FROM THIS TRANSACTION, WHEREUPON THE EARNEST MONEY AND DOCUMENTS SIGNED BY BUYER SHALL BE RETURNED TO HIM.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as set forth below.

DATED: JAN. 6, 1990 SELLER: Stanley Chrzastowski
STANLEY CHRZASTOWSKI

DATED: JAN. 6, 1990 SELLER: Barbara Chrzastowski
BARBARA CHRZASTOWSKI

DATED: JAN. 6, 1990 BUYER: Midwest Bank & Trust Company
MIDWEST BANK & TRUST COMPANY
UNDER REAL ESTATE EXCHANGE TRUST
NO. 89-07-5811 & NOT PERSONALLY MADE AN
SEE EXCULPATORY CLAUSE BELOW, EXPRESSLY
EXPRESSLY THAT HEREON

DATED: JAN. 6, 1990 Wolfgang Eul
WOLFGANG EUL, EXECUTING THIS
AGREEMENT AS PERSONAL GUARANTOR
FOR PERFORMANCE OF ALL COVENANTS
BY BUYER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Midwest Bank and Trust Company with a view purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Midwest Bank and Trust Company are nevertheless such and each one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Midwest Bank and Trust Company or for the purpose or with the intention of binding said Midwest Bank and Trust Company personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and the instrument is executed and delivered by said Midwest Bank and Trust Company not in its own right, but solely in the exercise of the power conferred upon it by virtue of the land trust agreement, and that each and all liability or personal responsibility is assumed by, and that at any time be assumed or taken upon by the Midwest Bank and Trust Company on account of the instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons directly, through, or under said parties. The parties to this instrument hereby acknowledge that the terms of the land trust agreement the Midwest Bank and Trust Company has no obligations or duties in regard to the operation, maintenance and control of the trust premises, nor does it have any personal liability thereon and the said bank has no right to any of the rents, issues and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Midwest Bank and Trust Company is not the agent for the beneficiaries of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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CHRZASTOWSKI TO EUL

BEGINNING LOAN BALANCE:	\$75,000.00
NUMBER OF PERIODS:	240
PERIOD TYPE:	Monthly
ANNUAL INTEREST RATE PAID	10.500
PAYMENT AMOUNT:	\$748.79
NUMBER OF PERIODS UNTIL BALLOON	60

PAYMENT DATE	PRINCIPAL PAID	INTEREST PAID	TOTAL PAYMENT	LOAN BALANCE
FEB 90	\$92.54	\$656.25	\$748.79	\$74,907.46
MAR 90	\$93.35	\$655.44	\$748.79	\$74,814.11
APR 90	\$94.17	\$654.62	\$748.79	\$74,719.94
MAY 90	\$94.99	\$653.80	\$748.79	\$74,624.95
JUN 90	\$95.82	\$652.97	\$748.79	\$74,529.13
JUL 90	\$96.66	\$652.13	\$748.79	\$74,432.47
AUG 90	\$97.51	\$651.28	\$748.79	\$74,334.96
SEP 90	\$98.36	\$650.43	\$748.79	\$74,236.60
OCT 90	\$99.22	\$649.57	\$748.79	\$74,137.38
NOV 90	\$100.09	\$648.70	\$748.79	\$74,037.29
DEC 90	\$100.96	\$647.83	\$748.79	\$73,936.33
<hr style="border-top: 1px dashed black;"/>				
SUB TOT	\$1,063.67	\$7,173.02	\$8,236.69	\$73,936.33
CUM TOT	\$1,063.67	\$7,173.02	\$8,236.69	\$73,936.33
JAN 91	\$101.85	\$646.94	\$748.79	\$73,834.48
FEB 91	\$102.74	\$646.05	\$748.79	\$73,731.74
MAR 91	\$103.64	\$645.15	\$748.79	\$73,628.10
APR 91	\$104.54	\$644.25	\$748.79	\$73,523.56
MAY 91	\$105.46	\$643.33	\$748.79	\$73,418.10
JUN 91	\$106.38	\$642.41	\$748.79	\$73,311.72
JUL 91	\$107.31	\$641.48	\$748.79	\$73,204.41
AUG 91	\$108.25	\$640.54	\$748.79	\$73,096.16
SEP 91	\$109.20	\$639.59	\$748.79	\$72,986.96
OCT 91	\$110.15	\$638.64	\$748.79	\$72,876.81
NOV 91	\$111.12	\$637.67	\$748.79	\$72,765.69
DEC 91	\$112.09	\$636.70	\$748.79	\$72,653.60
<hr style="border-top: 1px dashed black;"/>				
SUB TOT	\$1,282.73	\$7,702.75	\$8,985.48	\$72,653.60
CUM TOT	\$2,346.40	\$14,875.77	\$17,222.17	\$72,653.60

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CHRZASTOWSKI TO EUL

PAYMENT DATE	PRINCIPAL PAID	INTEREST PAID	TOTAL PAYMENT	LOAN BALANCE
JAN 92	\$113.07	\$635.72		
FEB 92	\$114.06	\$634.73	\$748.79	\$72,540.53
MAR 92	\$115.06	\$633.73	\$748.79	\$72,426.47
APR 92	\$116.07	\$632.72	\$748.79	\$72,311.41
MAY 92	\$117.08	\$631.71	\$748.79	\$72,195.34
JUN 92	\$118.11	\$630.68	\$748.79	\$72,078.26
JUL 92	\$119.14	\$629.65	\$748.79	\$71,960.15
AUG 92	\$120.18	\$628.61	\$748.79	\$71,841.01
SEP 92	\$121.23	\$627.56	\$748.79	\$71,720.83
OCT 92	\$122.29	\$626.50	\$748.79	\$71,599.60
NOV 92	\$123.36	\$625.43	\$748.79	\$71,477.31
DEC 92	\$124.44	\$624.35	\$748.79	\$71,353.95
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SUB TOT	\$1,424.09	\$7,561.39	\$8,985.48	\$71,229.51
CUM TOT	\$3,770.49	\$22,437.16	\$26,207.65	\$71,229.51
JAN 93	\$125.53	\$623.26	\$748.79	\$71,103.98
FEB 93	\$126.63	\$622.16	\$748.79	\$70,977.35
MAR 93	\$127.74	\$621.05	\$748.79	\$70,849.61
APR 93	\$128.86	\$619.93	\$748.79	\$70,720.75
MAY 93	\$129.98	\$618.81	\$748.79	\$70,590.77
JUN 93	\$131.12	\$617.67	\$748.79	\$70,459.65
JUL 93	\$132.27	\$616.52	\$748.79	\$70,327.38
AUG 93	\$133.43	\$615.36	\$748.79	\$70,193.95
SEP 93	\$134.59	\$614.20	\$748.79	\$70,059.36
OCT 93	\$135.77	\$613.02	\$748.79	\$69,923.59
NOV 93	\$136.96	\$611.83	\$748.79	\$69,786.63
DEC 93	\$138.16	\$610.63	\$748.79	\$69,648.47
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SUB TOT	\$1,581.04	\$7,404.44	\$8,985.48	\$69,648.47
CUM TOT	\$5,351.53	\$29,841.60	\$35,193.13	\$69,648.47
JAN 94	\$139.37	\$609.42	\$748.79	\$69,509.10
FEB 94	\$140.59	\$608.20	\$748.79	\$69,368.51
MAR 94	\$141.82	\$606.97	\$748.79	\$69,226.69
APR 94	\$143.06	\$605.73	\$748.79	\$69,083.63
MAY 94	\$144.31	\$604.48	\$748.79	\$68,939.32
JUN 94	\$145.57	\$603.22	\$748.79	\$68,793.75
JUL 94	\$146.84	\$601.95	\$748.79	\$68,646.91
AUG 94	\$148.13	\$600.66	\$748.79	\$68,498.78
SEP 94	\$149.43	\$599.36	\$748.79	\$68,349.35
OCT 94	\$150.73	\$598.06	\$748.79	\$68,198.62
NOV 94	\$152.05	\$596.74	\$748.79	\$68,046.57
DEC 94	\$153.38	\$595.41	\$748.79	\$67,893.19
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SUB TOT	\$1,755.28	\$7,230.20	\$8,985.48	\$67,893.19
CUM TOT	\$7,106.81	\$37,071.80	\$44,178.61	\$67,893.19

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CHRZASTOWSKI TO EUL

PAYMENT DATE	PRINCIPAL PAID	INTEREST PAID	TOTAL PAYMENT	LOAN BALANCE
JAN 95	\$154.72	\$594.07	\$748.79	\$67,738.47
SUB TOT	\$154.72	\$594.07	\$748.79	\$67,738.47
CUM TOT	\$7,261.53	\$37,665.87	\$44,927.40	\$67,738.47

Property of Cook County Clerk's Office

Mark Dabrowski
Meal to: 33 N. Dearborn
94 1530
Cha II 100602



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