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(b) The beneficiaries of and the persons or persons with the power to exercise the power herein granted shall jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be exercised or performed by any one or more of such person or persons with the power to direct the Trustee, jointly and severally, agreed to in this Agreement and the beneficiaries may not under the terms of the Trust Agreement do or perform any act or agreement.

(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 of a non-judicial, third-party 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 in though herein fully set forth.

**32. CAPTIONS AND PRONOUNS:** The captions and headings of the various sections or paragraphs of this Agreement are for information only, and are not to be construed as confining or limiting in any way the scope of effect of the provisions hereof. Wherever the singular requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine shall include the feminine, and shall be freely interchangeable.

**33. PROVISIONS SEVERABLE:** The unenforceability of any provision of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

**34. BINDING ON HEIRS, TIME OF ESSENCE:** This Agreement shall be binding on the Seller, his heirs, administrators, successors and assigns of the Seller and Buyer, from and after the execution of this Agreement.

**35. JOINT AND SEVERAL OBLIGATIONS:** The obligations of these parties shall be joint and several, and each of them shall be bound to do or perform any act or agreement with respect to this Agreement on the part of the premises.

**36. NOT BINDING UNTIL SIGNED:** A duplicate original of this Agreement duly executed by the Seller and the beneficiaries of the Trust is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer as attorney in fact before March 9<sup>th</sup> 1990 otherwise at the Buyer's option the Agreement shall be deemed and construed 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 broker was involved in the management of either of

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and \_\_\_\_\_

Seller shall pay the brokerage commission of said broker, if any, in accordance with the applicable provisions of the Illinois Real Estate Act at the time of initial closing.

IN WITNESS OF the parties hereto, we hereunto have signed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_ 1990.

SELLER: Ethel A. Caldwell

BUYER: Wendy R. Krump

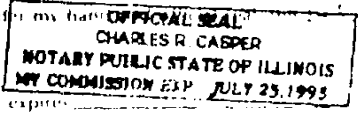
This instrument prepared by \_\_\_\_\_  
\_\_\_\_\_ COOK COUNTY, ILLINOIS

STATE OF ILLINOIS \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ 90129219

I, the undersigned, a Notary Public in and for said County of the State of Illinois, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument appeared before me this day of \_\_\_\_\_ and acknowledged to me that he or she 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 \_\_\_\_\_ day of \_\_\_\_\_ 1990.

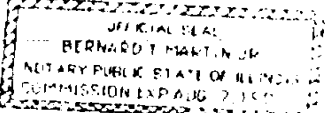
Commission expires \_\_\_\_\_  
STATE OF ILLINOIS \_\_\_\_\_  
COUNTY OF \_\_\_\_\_



I, the undersigned, a Notary Public in and for said County of the State of Illinois, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument appeared before me this day of \_\_\_\_\_ and acknowledged to me that he or she 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 14<sup>th</sup> day of June 1990.

Commission expires \_\_\_\_\_  
STATE OF ILLINOIS \_\_\_\_\_  
COUNTY OF \_\_\_\_\_



\_\_\_\_\_  
Notary Public

I, \_\_\_\_\_ a Notary Public in and for said County of the State of Illinois, 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 \_\_\_\_\_ Vice President and \_\_\_\_\_ Secretary, respectively, appeared before me this day of \_\_\_\_\_ and acknowledged that they agreed to do with the said instruments in 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 thereof and their acknowledged that the execution 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 \_\_\_\_\_ 1990.

\_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_

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## 8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish 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 licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date 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 apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title 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 30 day period to allow Seller time to have said exceptions waived. If 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 (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, 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 Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, ~~all matters shown on the survey and the condition of title to the 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 title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, 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 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

## 10. HOMEOWNER'S ASSOCIATION:

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

(b) The 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:** Insuranc premiums, 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 reperation 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 Seller 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 or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, all 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 it.

## 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 described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY 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 in as 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, ventilating and air conditioning equipment, plumbing and electrical systems and fixtures, roof, masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (i) 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 necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in 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 possession, keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance 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, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

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 each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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Etc

The funds shall be held by Seller for the purpose of paying the purchase price of the premises... Seller is hereby authorized and directed to use the funds...

If the amount of the funds together with the future periodic deposits of such funds payable prior to the date of the closing... charges shall exceed the amount reasonably estimated as being required to pay said charges...

Seller may not charge for so holding and applying the funds... nor shall Buyer be entitled to interest on earnings on the funds...

19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein or in any part thereof shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.
(b) In the event of the termination of this Agreement by lapse of time, forfeiture, or otherwise, all improvements which the Buyer has made 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 therefor...

20. LIENS:

(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, in a part thereof, shall be in writing, shall be complete, shall be executed by the Buyer for repairs or improvements upon the premises, except if the contract is in writing, shall be a 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.

21. PERFORMANCE:

(a) If Buyer in default by failing to pay when due any principal sum or payment required to be made by Seller under this Agreement and such default is not cured within ten (10) days of written notice to Buyer... Seller may treat such default as a breach of this Agreement... Seller shall have any one or more of the following remedies in addition to all other legal remedies provided by law...
(b) As additional security in the event of default by Buyer... Seller may, at its option, cause the premises to be sold...
(c) If default is based upon the failure to pay taxes... Seller may, at its option, cause the premises to be sold...
(d) Seller may impose and Buyer agrees to pay a late charge...
(e) Anything contained in subparagraphs (a) through (d) of this section notwithstanding this Agreement shall be null and void...

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other party...
(b) All rights and remedies given to Buyer or Seller shall be distinct and separate and shall not be affected by the fact that the same are given to one party shall not exclude or waive any other right or remedy allowed by law...

23. NOTICES:

All notices required to be given under this Agreement shall be in writing and shall be delivered to the party to whom the notice is directed...

24. ABANDONMENT:

If Buyer's physical absence by Buyer with any installment being unpaid for a period of thirty (30) days... Seller may, but shall not be bound to, enter upon the premises... to take possession thereof...

25. SELLER'S ACCESS:

Seller may make or cause to be made reasonable entries upon and inspection of the premises... Seller shall give Buyer notice prior to any such inspection...

26. CALCULATION OF INTEREST:

Interest for each month shall be added to the unpaid balance of the purchase price... based upon a 360 day year...

27. ASSIGNMENT:

The Buyer shall not transfer, pledge or assign this Agreement, or any interest hereunder, to any other person... without the written consent of Seller...

28. FINAL CLOSING:

Buyer shall be entitled to delivery of the Deed of conveyance aforesaid... Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording the deed...

29. TITLE IN TRUST:

In the event that title to the premises is held in or conveyed into a trust prior to the closing... and if appropriate under the terms of this Agreement...

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