ARTICLES OF AGREEMENT FOR DEED

1. BUYER BANK OF LYONS As Trustee U/T#3726dated 3/20/90, 8601 Ogden Avenu Lyons, 60534 Cook Count; Nate of Illinois agrees to purchase, and SITTER OAK CREEK DEVELOPMENT PARTNERSHIP, INC. Address 2960 W. 102nd Place, Evergreen P Cook Counts, Nate of Illinois agrees to sell to fluver at the PURCHAM PRICE of \$235,000.00 Dollars & 235,000.00 The PROPERTY commons known as 13085 Silver Fox Dr Lemont and legally described as follows. Lot 98 in Fox Hills Unit 1-A being a subdivision of part of the south % of the north east % of Section 34 and the south west % of north west % of Section 35, Township 37 North, Range 11 east of the third principal meridian, according to the plat thereof recorded June 1987 as document 87302732 in Cook County, Illinois. with approximate lot dimensions of the premises. with approximate lot dimensions of the premises. with approximate lot dimensions of the premises. With approximate lot dimensions of the premises. Together with all improvements and fatures of any including but not limited to All central heating plumbing and electrical systems and equipment the hot water heater, central cooling humiditying and tiltering equipment, tixed carpeting, built in but the new continuous graph with a property of the premises. Company and the property of the premises. The property of the premises. The property of the prope	ark, ive, the
one gas lange 13085 Silter H. Aul. All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buser by a Bill of Sale.	<u>0 0</u>
2. THE BLOCE SHAll first make all the pasiments and perform all the covenants and agreements and this agreement required to be made and performed by and Bover, at the other and in the manner hereinatter set orth, belief shall consecute cause to be converted to the made and performed by and Bover, at the other hereinatter set orth, belief shall consecute cause to the conversed to Bover he non-transcal or his nomines. It is not set to be not the torowing permitted exceptions. If an is a General real extract set of the past the past to the past the torowing of the past the past to the past the process of the past the contract date, is Building, Building line and use of corporate restrictions, conditions and extensive according to the contract date, is Building, Building line and use of corporate restrictions, conditions and extensive according to the set of the second drain this, paper of other conduct, is, it the pic perty is other than a detached, single-family home party wall rights and agreements, covenants, conditions and restrictions of recent than a detached, single-family home party wall rights and agreements. Covenants are conditions and restrictions of the restriction of the past than a detached, single-family home party wall rights and agreements and conditions are settled to be uniqued from the past to the detached and in the detached and and in the detached and in the detac	50161377
5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on	

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 exent 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.)

Ib) The heneticiary or beneficiaries of and the person or persons with the power in direct the Trustee shall comulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or personned hereunder and such 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) It, 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 Buser 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 (ees 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 tider 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 treely interchangeable.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provision; hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

34. BINDING ON HERS, TIME OF ESSENCE: This Agreement shall mure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Selfer 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

19 ; otherwise at the Buyer's option this Agreement shall become null and void and the earnest mo. 3, if any, shall be returned to the Buyer.

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Given under my handparting with Aral this 23 dity of March

PATRICIA LEMON HOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION ETP. UILY 28,1992

Notary Public

UNOFFICIAL COPY Section from to the initial closing, Seller shall turnish or cause to be turnished to fluyer at Seller's expense and the control of the initial closing of the seller's expense and the control of the initial closing of the initial closing of the control of the

8. THEE:

A Treast one: 1. business day prior to the imital closing, Seller shall turnish or cause to be turnished to Buyer at Seller's expense an comer's Duplicate Certificate of Tale issued by the Registrar of Titles and a Special Fax and then Search or a commitment issued by a title caracter's company, increase to do business in filmois, to issue a contract purchaser's title insurance publics on the current form of the caracteristic and fatter Association Owner's Poice of equivalent polics, in the amount of the purchase price covering the date hereof, suffering to the contracter of the general esceptions contained in the polics, unless the real estate is improved with a single tamily dwelling or an apartment building of four for tewer residential units. (1) the "permitted exceptions" set forth in paragraph 2, (3) prior mortgages permitted in paragraph 6, 4, other title exceptions pertaining to lens of 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 Buser or more claiming by, through or under the Buser.

against the Buyer of those Gaining Bs, through of under the Buser.

The offer commitment discusses unpermitted exceptions, the Seller shall have thirts (30) days from the date of delivery thereof to move 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 delived if necessary, during said 30 day period to allow seller time to have said exceptions waived. It may said the state to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as considering the exceptions, within the specified lime, the Buyer may terminate the conflact between the parties, or may elect, upon notice to the Secter within ten. (10) days after the expiration of the thirty (30) day period, to take the title as if then is, with the right to deduct from the fact may prove sensior encombinates of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties, and so prove the contract between the parties, and all monies paid by Buyer bereinner shall be refunded.

For a title commitment which conforms with subparagraph. "a" shall be conclusive evidence of good title therein shown, as to all the constraint to the policy subject only to special exceptions therein stated.

of the Special Tax Search, Dec Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may one years the Secret may declare this Agreement null and your and all earnest money shall be fortested by the Buyer.

e. Buser—taking possession of the premises shall be conclusive evidence that Buser in all respects accepts and is satisfied with the obstacle condition of the premises all matters shown in the survey and the condition of title to the permises as shown to him on in before the field according Sener shall upon said colivers of possession have no further obligation with respect to the fille or to turnish further expenses 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 linal closing.

9. AFFIDANT OF PTE is Selection to those permitted exceptions set both in paragraph 2, prior no total in the great or paragraph 6 and unpermitted exceptions set both in paragraph 2, prior mortgages germ. Ted in paragraph 6 and unpermitted exceptions set both in paragraph 2, prior mortgages germ. Ted in paragraph 6 and unpermitted exceptions in the set which the little insurer commits to extend insurance in the manner specified in paragraph 8. In the exemitative to the properties one of interest, the Atribust of Life required to be furnished by Seller shall be signed by the Tribuste and the hemotions. In paragraph is no software shall except an all Atlah oan and Extended Coverage Owner's Policy Statement, and such other documents as one customary or required by the issuer of the commitment for little insurance.

ID. HOMEOWNER'S ASSOCIATION:

10. HOMEOWNER'S ASSOCIATION:

If the rise escent the premise do a subsect to a townhouse, condominium or other homeowner's association, Seller shall, prior to the increases as governor, making a state end of the association certifying payment of accessments and, it appreads a proof of valver or termination of any right of first refusal or general option contained in the declaration or towns to general option contained in the declaration or this with refusal or general option contained in the declaration or towns to general option contained in the declaration or this with refusal or general option to the transfer of ownership.

The Baser chair complete the accessements conditions, restrictions or declarations of record with respect to the premises as well as the laws causes and regulations of any a picture association.

11. PRORATIONS: Insurance premiums, general taxes, association assessments and, it final meter readings cannot be obtained, water and associate the object of the insurance premiums, general taxes to the year of possession shall be prorated as of the date of motion closing subject to reproration upon receiver in the actual tax bill. Further, interest on the unpaid principal amount of the possession assessments that the actual tax bill further, interest on the unpaid principal amount of the possession assessments are represented from the control closing date until the date of the first installment payment shall be a proration credit in favor of the beller.

12. ESCROW CLOSING: At the election of Seiler of Bicker upon notice to the other parts not less than five (5) days prior to the date of service of the contemplated hereby shall be made through escrow with a title company tions of other institution of an attorner. Scened to Consistent with the terms of this Agreement. Upon creation of such a restriction of the Consistent with the terms of this Agreement. Upon creation of such a restriction in the Safety of the Consistent with the terms of this Agreement. Upon creation of such a restriction of the Agreement to the contrary notwith indiag, installments of payments due thereafter and delivery of the Deed to be provided brough escrow. The cost of the escrow including an accounty money lender's escrow, shall be paid by the party requesting

11. SELLER'S REPRESENTATIONS:

a. Soller expression warrants to Buser that no notice from any city solling or other governmental authority of a dwelling code violation was in the expression by a dwelling code violation was in the expression of the dwelling code violation for the expression of the agent within ten. 10. Years of the date of execution of our Agreement.

to Sever represents that all equipment and appliances to be conveyed, including any not limited to the following, are in operating Con-** So or represents that all equipment and appliances to be conveyed, including 20% not limited to the following, are in operating Continuous to have according to a management of the conveyed and cooling equipment, water heaters and softeners, request prior to the time of possession. Seller shall demonstrate to the Buser of his representative all said equipment of a point recept of written notice of detecency shall promptly and at soften sequence cour, discretionally in 11th ABSINCL OF WRITTEN SOCIATION OF THE BUSER PRIOR TO THE DATE SPICIFILITY OF INITIAL CLOSING IT SHALL BE CONSTRUCT OF AND THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUSER SPICES FOR AND THE SHILLE SHALL HAVE NO SCHOOL RESPONSIBILITY WITHRIPERING THERETO.

1. Secret agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be the premises at Select seepense before the date of initial closing.

14. BUYER TO MAINTAIN: Buter shall keep the improvements on premises and the grounds in as good lepad and condition as they now 14. BUYER 10 MAINTAIN: Buter shall keep the improvements on premises and the grounds in as good epeal and condition as they now are in the wast learners, epeal and condition have all necessars repairs and renewals upon said premise. Including by way of examination of amountainer interior and extense painting and decorating, window glass, healing, ventilating and air conditioning equipment of a grant coefficient systems and fixtures, root, masonry including chimneys and fireplaces, etc. 17. however, the said premises a grant in the rings kept in good repair and in a clean, sightly, and healthy condition by Buyer, Seller may either to enter same, himself, or a training at the most area of the premises, without such entering causing or constituting a termination of this Agreement of an interference and diversity of the premises, and make the necessars repairs and do all the work required to place said, 17. in, en in good repair with the premises of the Seller in making and repairs and in placing the premises in a clean, sightly, and healthy condition, or the premises, the scaler in making and repairs and in placing the premises in a clean, sightly, and healthy condition, or the premises in a clean sightly, and healthy condition within thirty (30) days of such near a secret of the secret and premises in a clean sightly, and healthy condition within thirty (30) days of such near a secret of the secret and premises in a clean sightly, and healthy condition within thirty (30) days of such near a secret of the paragraph 21, and, upon default by Buyer in complying with said notice, then, seller may avail I moself of such or refer seasons are may exect, if any, item those that are by this Agreement or at law or equity provided. are edges as Some many eject, if any, from move 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 at the reservery of the premises, but until pasment in full of the purchase price is made, none of such personal property, his cures of equipment shall be removed from the premises without the pion written consent of the Seller.

ar Buser shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other casualty the emprovements now and hereafter efected on premises with a company, or companies, reasonably acceptable to Seller in 1907 cess controllers to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, flood insurance where applicable, with create not asset than the balance of the purchase price hereof texcept that if the full insurable value of such improvements is less than the controllers, have the action at such ball insurable value to the benefit of the parties hereto and the interests of any moreogeners. The palary of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee of any as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums theteon

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which extrict or both or the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are softicent to took 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

i?, TAXES AND CHARGES: It shall be the Boyer's obligation to pay immediately when due and payable and prior to the date when the — a shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, escheric homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or ans part thereof or any improvements thereon, including those heretotore due and to turnish Seller with the original or duplicate receipts

18. FENDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buser shall deposit with the Selection the day each installment payment is due, or it none are provided for, on the first day of each month subsequent to the date to the local selection of the purchase price is paid in tuil, a sum therein referred to as "funds"! equal to one-twelfth of the learly faxes is selected to be seen a field on the premises, and the estimated annual premiums for the insurance coverages required to be seen and maintained by Buser, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month provides the reach becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The tunds shall be held by celler in an monturion the deposit of actount of white the warrent or guitanteed by a federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the fluyer; agive the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

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

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

(a) No right, title, or interest, legal or equitable, in the 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 Japse 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 whatspever 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 2. I release of any and all lien or claim of lien against the subject premises, and no contract or agreement, or all or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and acopy of each and every such contract shall be promptly delivered to Seller.

21, PERFORMANCE

21. PERFORMANCE:
(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such are full is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agree, now been and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous) on fitton 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 of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpair, in following remedies in addition to all other rights and remedies provided at law or in equity: (i) declare the entire balance due and maintain an action for such amount; (ii) forfeit the Buyer's interest under this Agreem ont and retain all sums paid as liquidated damages in full satisfaction or any claim against Buyer, and upon Buyer's failure to surrender posterior of into the control of the source of the story of this Act, subject to the source of the story of the story. rights of Buyer to reinstate as provided in that Act.

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

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

(e) Anything contained in subparagraphs (a) through (1) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice or negall, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and cost increted by the other in enforcing the terms and provisions of this Agreement, including forteiture 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.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, septicate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless 'perflically waived in this Agreeont, (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 ralls due after knowledge of any breach of this agreement by Buyer or Selfer, or after the termination of Buyer's right of possession hereur d(x), or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not rein; ...(e, continue or extend this Agreement and affect any such notice, demand or suit or any right hereunder not herein expressly was sed.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent party or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1.2 if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or is novel of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has succeed the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Luyer, in such event, and in addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises an act of Huyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those containe in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any preson discoperty remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of substantial portion of

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, preversit that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall yest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: 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 furm of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his provides notice to Seller that he is prepared to prepay all amounts due hereunder. Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums true hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the prior mortgage fender, she in the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the 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 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 local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. TITLE IN TRUSTS

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 conveved to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph.2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.