

# UNOFFICIAL COPY

1. BUYER, James G. Daniels and Sandra L. Daniels, Address 104 Frankfort Square Drive, Frankfort, Will County, State of Illinois, agrees to purchase, and SELLER, Frances Adams, Address 21242 S. Main, Matteson Cook County, State of Illinois agrees to sell to Buyer at the PURCHASE PRICE of EIGHTY FIVE THOUSAND FIVE HUNDRED Dollars (\$ 85,500.00) the PROPERTY commonly known as 21242 S. Main, Matteson, Illinois and legally described as follows:

Legal Description attached hereto as Exhibit "A" and made a part hereof.

DEPT-01 RECORDINGS \$16.29  
 1111 FRANK 4/30 09/25/91 13:24:00  
 #6813 # 1-479177  
 COOK COUNTY RECORDER

(hereinafter referred to as "the premises")

with approximate lot dimensions of 93' x 194' 91493177, together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment, hot water heater, central cooling, humidifying and dehumidifying equipment, ductwork, built-in kitchen appliances, equipment and cabinets, water softener (except rental units), existing storm and screen windows and doors, attached shutters, shelving, fireplace screen, roof or other L.V. systems, all planted vegetation, garage, chain-link fence, and the following items of personal property: storm windows, storm doors and screens, if any, drapery rods, curtain rods, if any, fencing, if any, attached air conditioners, if any, attached outside TV antenna, if any, and specifically including one window air conditioner, range/oven, refrigerator, all window treatments.

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

**2. THE DEED:**

a. If the Buyer shall not make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises, subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments contemplated after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single family home, party wall rights and agreements, covenants, conditions and restrictions of record, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto, any covenants established by or implied from the said declaration of condominium or amendments thereto, if any, limitations and conditions imposed by the Illinois Condominium Property Act, if applicable, installments of assessments due after the time of possession and assessed pursuant to the declaration of condominium.

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

3. **INSTALLMENT PURCHASE:** Buyer hereby covenants and agrees to pay to Seller at R.R. 2, Box 296H, HARTVILLE, MO. 65667 or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of Nine percent (9%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ THREE THOUSAND (\$3,000.00) DOLLARS

(Indicate check and/or note and due date) (and will pay within \_\_\_\_\_) as earnest money to be applied on the purchase price. The earnest money shall be held by Coldwell Banker-Santefort Cowing for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 7,000.00, plus or minus prorations, if any, as is hereinafter provided.

(c) The balance of the purchase price, to wit, \$ 75,500.00 to be paid in equal monthly installments of \$ 607.49 each, commencing on the 17th day of OCTOBER, 1991, and on the \_\_\_\_\_ day of each MO. thereafter until the purchase price is paid in full ("Installment payments").

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges, if any, after provided, if not sooner paid shall be due on the 17 day of September, 1995.

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

(f) Payments of principal and interest to Seller shall be received (in tenancy in common, but in joint tenancy) with the right of survivorship.

4. **CLOSINGS:** The "initial closing" shall occur on September 17th, 1991, (or on the date, if any, to which said date is extended by reason of subparagraph B (b) at Title Company "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. **POSSESSION:** Possession shall be granted to Buyer at the date of closing, 1991, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or 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 MORTGAGES:**

(a) Seller reserves the right to keep in place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed that not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, not shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. **SURVEY:** Prior to the initial closing, Seller shall deliver to Buyer or his agent a sprayed survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

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 Purchaser shall have the right to extend contract for 12 additional months upon completion of 36 month period by paying Seller \$1,000.00 by 1/1/94, in addition to monthly payments and not to be applied to the purchase price.

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8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish to Buyer a copy of the Seller's expense on Owner's Duplicate Certificate of Title... (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...

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title... (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...

(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... 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...

10. HOMEOWNERS ASSOCIATION: (a) In the event of a purchase subject to a homeowners association, Seller shall provide to Buyer a copy of the association's governing documents... (b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises...

11. PRORATIONS: Insurance premiums, general taxes, assessment payments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing... 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...

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 specified before this Agreement was executed... (b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition...

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in good repair and condition at all times, ordinary wear and tear excepted... 15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement...

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... (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 in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements...

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... 18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 1, 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...

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The funds shall be held by Seller in trust for the benefit of Buyer with a right of withdrawal or encumbrance by a Federal or state agency. Seller is hereby authorized to direct the use of the funds for the payment of the taxes, assessments, taxes, and premiums. Seller shall, upon the request of Buyer, provide the Buyer with a copy 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 not be sufficient to pay such charges one month prior to the time at which they are 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 toward 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 payment 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.

**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, 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.

**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, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral 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 as 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 (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 default is not cured within ten (10) days of written notice to Buyer, or (2) is faulty in the performance of any other covenant or agreement hereunder and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a duty (or) condition which shall be cured forthwith), Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: to maintain an action for any type of installment; (a) declare the entire balance due and maintain an action for such amount; (b) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstatement as provided in this Act.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount 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 when Seller elects to accept after the date the sum was due.

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

**22. DEFAULT, LIES:**

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, or 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 deemed to be separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy provided by law, unless specifically waived in this Agreement. (2) No waiver of any breach or default of either party hereunder shall be implied from any act or 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 default due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment or proceeding of the premises shall not constitute, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

**23. NOTICES:** All notices required to be given under this Agreement shall be constituted in written 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 personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or 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 removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer, in such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises on a cash or term similar to that contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises, and Buyer's interest therein shall thereby pass under this Agreement as a lien of sale to Seller without additional payment by Seller to Buyer.

**25. SELLER'S ACCESS:** Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the 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 actual closing until the date the last installment is due shall be payable on or before the date of initial closing.

**27. ASSIGNMENT:** Neither party shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease or 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 act inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, 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 form 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 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 due 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 purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note 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 pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as they 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 TRUST:**

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of said person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

Seller agrees to escrow original, executed Warranty Deed, ALTA Statements, Affidavit of Title, Bill of Sale and Revenue Declarations with Seller's attorney, which shall be delivered to Purchaser upon Seller or Seller's attorney's receipt of full and final payment due pursuant to this Agreement.

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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall jointly and severally have a duty to direct the Trustee to perform such obligations and such person or persons with the power to direct the Trustee shall jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiary may not under the terms of the 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 beneficiary of the Trust shall be delivered to the Buyer or his attorney on or before September 17, 1991; otherwise at the Buyer's option this Agreement shall be null and void and 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's were involved in this transaction other than

Coldwell Banker - Santeford Cowing

and Grobe Realtors

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

IN WITNESS OF, the parties hereto have hereunto set their hands and seals this 17th day of

September 1991.

SELLER: Frances Adams

BUYER: Sandra L. Daniels

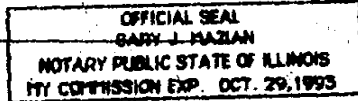
This instrument prepared by Sokol and Mazian (708) 460-2266 60 Orland Square Drive, Suite 202 Orland Park, Illinois 60462 STATE OF ILLINOIS COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES D. DANIELS AND SANDRA L. DANIELS personally known to me to be the same persons whose names 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 herein set forth.

Given under my hand and official seal, this 17th day of September 1991

Gary J. Mazian Notary Public

Commission expires STATE OF ILLINOIS COUNTY OF Cook

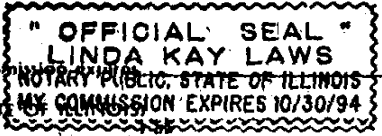


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANCES ADAMS personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and 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 17th day of September 1991

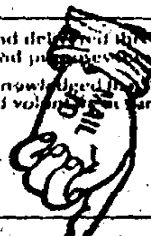
Linda Kay Laws Notary Public

Commission expires STATE OF ILLINOIS COUNTY OF



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 as custodian of the corporation, did affix the corporate seal of said corporation to said instrument at 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\_\_



Commission expires

MAIL TO: Notary Public Gary J. Mazian, Sokol and Mazian 60 Orland Square Drive, #202 Orland Park, Illinois 60462

11/13/91

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## EXHIBIT A

THE EAST 194 FEET OF THE NORTH 93.17 FEET OF THE SOUTH 183 FEET OF LOT 20 IN THE DIVISION OF CERTAIN PARTS OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: THE EAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  (EXCEPT THE NORTH 1 ROD THEREOF); THE SOUTH 24.72 CHAINS LYING WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY OF THE NORTHEAST  $\frac{1}{4}$ ; THE EAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  (EXCEPT ILLINOIS CENTRAL RAILROAD AND EXCEPT THAT PART BEGINNING AT THE SOUTHEAST CORNER THEREOF, THENCE NORTH 110 FEET; THENCE WEST TO A POINT IN THE WEST LINE THEREOF, 112.50 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH 112.5 FEET; THENCE EAST TO THE PLACE OF BEGINNING); THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  (EXCEPT ILLINOIS CENTRAL RAILROAD), THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  (EXCEPT THE CEMETERY IN THE NORTHWEST CORNER THEREOF); THAT PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  LYING NORTH OF SEVENTH STREET (EXCEPT THE SOUTH 166 FEET OF THE EAST 649.8 FEET THEREOF), AND THAT PART LYING SOUTH OF SIXTH STREET (EXCEPT ILLINOIS RAILROAD COMPANY'S RESERVOIR) OF THAT PART EAST OF ILLINOIS CENTRAL RAILROAD OF THE "TOWN OF MATTESON", (BEING LOTS 3, 5, 6, 8, 12, 13, 14 AND 15) OF COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Mail to:

Gary J. Mazian  
Sokol and Mazian  
60 Orland Square Drive, Suite 202  
Orland Park, Illinois 60462