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In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASERS/BUYERS, John J. Erskine, <sup>and Beverly J. Erskine, his wife as Joint Tenants</sup> Address: 4206 West Irving Park Road, Chicago, Illinois; Cook County; State of Illinois agrees to purchase and SELLER, Sergio Martinucci, Address: 4210 West Irving Park Road, Chicago, Cook County; State of Illinois agrees to sell to Purchaser at the PURCHASE PRICE of ONE HUNDRED TWENTY-FIVE THOUSAND AND XX/100 DOLLARS (\$125,000.00) the PROPERTY commonly known as 4206 West Irving Park Road, Chicago, Illinois and legally described as follows:

UNIT 1, IN THE 4206-4212 WEST IRVING PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 19 AND 22 IN BLOCK 25 IN IRVING PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 13-15-421-020-0000 (affects other property)

Commonly known as: 4206 W. Irving Park Road, Chicago, IL 60641

2. THE DEED.

A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser, 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:

- (1) General real estate taxes not yet due and payable;
- (2) Special assessments confirmed after this contract date;
- (3) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- (4) Zoning laws and ordinances;
- (5) Easements for public utilities;
- (6) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit;
- (7) Party wall rights and agreements;
- (8) Covenants, conditions and restrictions of record;

and (9) Terms, covenants, and conditions of the Declaration of Condominium or amendments thereto and a reservation to the Trustee (as hereinafter defined) to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of rights and easements set forth in the Declaration; if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

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

3. PAYMENT. Purchaser hereby covenants and agrees to pay Seller at address of Seller, 4210 West Irving Park Road, Chicago,

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Illinois 60641, or to such other person or to such other place as Seller may from time to time designate in writing, the purchase price remaining from time to time unpaid from the date of initial closing at the rate of ten and one-half percent (10 1/2%) per annum, all payable in the manner following to wit:

A. At the time of the initial closing, the sum of \$30,000.00 plus or minus prorations, if any, as hereinafter provided;

B. The balance of the purchase price, to wit: \$95,000.00 to be paid in equal monthly installments of \$896.98 each (principal and interest) including interest commencing on December 1, 1991 and on the first day of each month thereafter until the purchase price is paid in full. ("Installment Payments");

C. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of November, 1996.

D. 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, to pay insurance premiums falling due after the date of this agreement; fourth, to reduce said unpaid principal balance of the purchase price; and fifth to payment of late payment penalties.

E. Accrued interest may prepay all or a portion of the unpaid balance at any time.  
4. CLOSINGS. The "initial closing" shall occur on October 16, 1991 at Chicago Title Insurance Company. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been performed.

5. POSSESSION: Possession shall be granted to Buyer on October 16, 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 provides that Buyer on such initial closing date is otherwise not in default hereunder.

## 6. PRIOR MORTGAGES.

A. Seller reserves the right to maintain his current mortgage or trust deed ("prior mortgage") against the title to the premises, 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 (but not the notes secured thereby). No such prior mortgage shall in any way accelerate the time of payment provided for in 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 Sellers 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 of default in the terms of any indebtedness or prior mortgage, Buyers shall have the right, but not the obligation to make such payments or cure such defaults and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyers to protect Buyers' interests hereunder from the unpaid balance of the purchase price or from the

installment payments to be made under this agreement. Buyer shall further option to make payments of principal and interest directly to the underlying mortgage holder. In such event Buyer shall from time to time but not less frequently than once a year and anytime that Seller has reason to believe a default may exist, exhibit to Seller receipts for payments made to the holder of the underlying mortgage.

7. SURVEY and INSURANCE. Prior to the initial closing, Seller shall deliver to Buyer or his agent a copy of those pages of the survey attached to the Declaration locating the Premises and the improvements on the Parcel and an insurance certificate disclosing the types and amounts of insurance in force.

8. TITLE.

A. At least five days prior to the initial closing, Seller shall furnish or cause to be furnished to Buyers 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;

(5) acts done or suffered by or judgments against the Buyer; or those claiming by, through or under the Buyer;

(6) the tenancy of Dimitra, Inc.

B. If the title commitment disclosed 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 Buyers may terminate the contract between the parties, or may elect, upon notice to the Sellers 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 Buyers do 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 a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

D. If a Special Tax, Lien Search, Judgment Search or the title commitment disclose judgments against the Buyers which may become liens, the Sellers may declare this agreement null and void and all earnest money shall be forfeited by the Buyer.

E. Buyers' 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 Purchaser at or prior to the initial closing and, again, prior to the 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 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 and shall pay when due all association fees.

11. PRORATIONS. Seller shall be solely responsible for payment of the 1990 real estate tax bill on the Unit. Seller shall provide Buyer proof of payment upon request. At closing, Purchaser shall receive a credit for the 1991 general real estate taxes prorated to the closing date. The Seller shall receive a like credit as a tax reserve. Said reserve shall be increased by all tax payments paid by Purchaser and decreased by taxes actually paid, and the balance in reserve shall be paid or credited to Purchasers at the time of final payment.

A. Purchaser shall be responsible for the payment of all real estate taxes and insurance premiums into an escrow account provided herein, as well as utilities and any and all other costs incidental to the ownership or maintenance of the premises upon closing. In addition to all other payments required to be paid by Purchaser to Seller, Purchaser shall pay to Seller, until title to the premises is transferred to Purchaser or until the tax bills for all three units comprising the 4206-4212 W. Irving Park Condominium have been divided by Cook County, whichever occurs earlier, as follows:

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(1) The general real estate taxes payable in 12 monthly installments, commencing October 1, 1991 and due the first day of each month thereafter until title to the premises is transferred to Purchaser or until the tax bills for all three units comprising the 4206-4212 W. Irving Park Condominium have been divided by Cook County, whichever occurs earlier. These monthly payments shall be computed by multiplying the last ascertainable real estate tax bill by the percentage ownership interest in the Common Elements appurtenant to the Premises (24.24%) and shall be ratably increased or decreased twice a year upon presentation to Purchasers by the Seller of the tax bill. In the event title to the premises is transferred to Purchaser or the tax bills for all three units comprising the 4206-4212 W. Irving Park Condominium have been divided by Cook County, Buyer shall be responsible for the payment of real estate taxes allocated to Unit #1 only.

B. Purchaser shall pay Seller within 14 days of request for same from Seller, an amount equal to the difference between the amount advanced by Seller for taxes and the actual cost of the taxes due, as evidenced by appropriate documentation presented by Seller.

C. It will be the Seller's obligation to furnish to Purchaser upon Purchaser's request copies of the paid tax and insurance bills.

D. In the event that Seller shall be in default in paying the general real estate taxes the Purchaser upon written notice to Seller shall have the right to pay said taxes plus penalties and deduct said payments from the amount due Seller under this agreement.

12. ESCROW CLOSING. At the election of Seller or Buyers, 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, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including any ancillary money lender's escrow, shall be paid by the parties requesting it.

13. SELLERS' REPRESENTATIONS. Seller expressly warrants to Buyers 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.

14. BUYERS TO MAINTAIN. Buyers shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyers 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 Buyers, Sellers may either:

A. 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 Buyers' 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 Buyers agree 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 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. RIGHT OF FIRST REFUSAL. The rights of Buyer hereunder are expressly subject to any rights of first refusal granted to tenants pursuant to the Act or the City of Chicago Condominium Ordinance.

16. TAXES AND CHARGES. It shall be Buyers' obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges, if any, now and hereafter levied or assessed or charged against the premises or any thereof or any improvements thereon, including those heretofore due. ~~SELLER, AT HIS EXPENSE, WILL INSTALL, OR CAUSE TO BE~~ *INSTALLER A WATER METER FOR THE BUILDING UNIT WHICH INDICATES WATER USAGE SPECIFIC TO*

17. COMMON EXPENSES INCURRED BY THE 4206-4212 W. IRVING PARK CONDOMINIUM. Buyer agrees to pay his share of the common expenses incurred by the 4206-4212 W. Irving Park Condominium calculated by multiplying Buyer's percentage ownership interest in the Common Elements appurtenant by the total common expenses incurred within 14 days of request for same from the Association.

18. PURCHASERS' INTEREST IN IMPROVEMENTS. In the event of the termination of this agreement by lapse time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyers or others shall belong to and become the property of the Seller without liability or obligation of Seller's part to account to the Buyers thereof or for any part thereof.

19. LIENS.

A. Buyers 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 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 upon the part of the party contracting and a copy of each and every such contract shall be promptly delivered to Seller.

20. PERFORMANCE.

A. If Buyers:

(1) default by failing to pay when due any single installment or payment required to be made to Seller under the

RE  
THIS UNIT.  
WITHIN 90 DAYS.  
UNTIL SAID METER  
IS INSTALLED,  
WHERE PAYMENTS  
SHALL BE  
DIVIDED  
BETWEEN BUYER  
AS SHARE AT A  
RATIO OF:  
SELLER: 15%  
BUYER: 85%

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terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyers; or

(2) default in the performance of any other covenants or agreements hereof and such default is not cured by Buyers within thirty 30 days after written notice to Buyers (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity:

(a) maintain any action for any unpaid installments;

(b) declare the entire balance due and maintain an action for such amount;

B. As additional security in the event of default, Buyers assign to Seller all unpaid rents, and all rents which accrued 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, Sellers may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyers to Seller.

D. Seller may impose and Buyers agree to pay a late charge of 5% of any sum due hereunder which Seller elects to accept after the tenth day following the date the sum was due.

E. Each installment received after the tenth day following the date the installment was due, shall bear interest at the rate of fifteen percent (15%) per annum.

F. 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 defaults of a monetary nature affecting the premises or monetary claims from acts or obligations of Buyers under this Agreement.

## 21. DEFAULT FEES.

A. Buyers 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 in defending any proceeding to which Buyers or Seller is made a party defendant (or creditor in the event of Sellers' bankruptcy or being declared insolvent) as a result of the acts or omissions of the other party.

B. (1) All rights and remedies given to Buyers or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed 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 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 falls due after knowledge of any breach of this Agreement by Buyers to Seller, or after the termination of Buyers' right of possession hereunder, or after the service of any notice, after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement

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nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

22. **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 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 Buyers at the address of the premises. Notice shall be deemed made when mailed or served.

23. **ABANDONMENT.** Fifteen days' physical absence by Buyers with any installment being unpaid and Seller having reason to believe Buyer has vacated the premises with no intention 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 outright or on terms similar to those 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 bill of sale to Seller without additional payment by Seller to Buyer.

24. **SELLER'S ACCESS.** Sellers may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyers notice prior to any such inspection specifying reasonable cause therefore related to Seller's interest in the premises.

25. **CALCULATION OF INTEREST.** Interest for each month shall be added to the unpaid balance on 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 possession until the date the first installment is due shall be payable on or before the date of initial closing.

26. **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 without the knowledge and consent of Seller and the current underlying mortgagee. Any violation or breach or attempted violation or breach of the provision of this paragraph by Buyers, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledge, 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.

27. **FINAL CLOSING.** Buyers 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 Buyers 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 Buyers provide notice to Seller that they are 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 due hereunder from Buyers. The repayment of the



prior mortgage shall be supervised and administered by Buyers' 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 Buyers. Seller shall give Buyers a credit against the balance of the purchase price for the cost of recording such release. In the event Buyers do not have a mortgage lender, then the delivery of a cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyers, 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, Buyers 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 Buyers, and Buyers 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 Buyers unless otherwise provided in the local ordinance.

28. TITLE IN TRUST.

A. Seller warrants and represents that First Chicago Trust Company of Illinois, as Trustee under Trust Agreement dated May 10, 1991, and known as trust number RV-011224 ("Trustee") is the legal and equitable title holder of the Premises and that Seller has the power to enter into this Contract as beneficiary thereof. Seller agrees to cause the Trustee to be directed to issue its deed and to execute such other documents as may be necessary or proper to fulfill the obligations of the Seller hereunder pursuant to the terms hereof.

B. Title to the premises shall be conveyed to Buyers 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.

C. The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties of the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such person or persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

29. RECORDING. The parties shall record this Agreement or a memorandum thereof at Buyers' expense.

30. RIDERS. The provision contained in any rider attached hereto are and for all purpose shall be deemed to be part of this Agreement as though herein fully set forth.

31. 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.

32. 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.

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33. **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 Buyers. Time is of the essence of this Agreement.

34. **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 said designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement and the premises.

35. **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 Buyers or their attorney on or before                     , 1991; otherwise at the Buyers' option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyers.

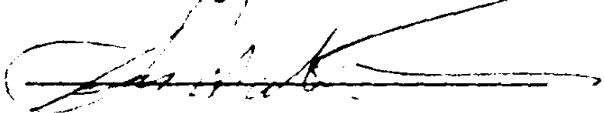
36. **REAL ESTATE BROKER.** Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction and that the parties agree to indemnify, defend and hold each other harmless from and against any loss, cost, damage or liability resulting from a claim by any broker or finder claiming a right to a commission or finder's fee.

37. **RECEIPT.** Buyer acknowledges receipt of an estimate of monthly expenses for the Premises, a floor plan for the Premises, and the Declaration and By-Laws for 4206-4212 West Irving Park Condominium.

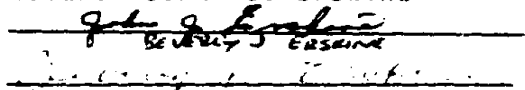
38 **WARRANTY.** THE PREMISES AND COMMON ELEMENTS ARE BEING SOLD IN AN "AS IS" CONDITION. BUYER ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO INSPECT THE PROPERTY. WITH REGARD TO BOTH THE COMMON ELEMENTS AND THE PREMISES, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, HABITABILITY AND MERCHANTABILITY.

IN WITNESS WHEREOF, the parties here to have hereunto set their hands and seals this 16th day of October, 1991.

SELLER: Sergio Martinucci



BUYER: John J. Erskine

  
JOHN J. ERSKINE

FIRST CHICAGO TRUST COMPANY  
Trust No. RV-011224

By   
Trust Officer

This instrument prepared by: McCoy & Kula  
20 North Clark Street, Suite 2300  
Chicago, Illinois 60602

First Chicago Trust Company of Illinois, Trust No. RV-011224  
for the sale and conveyance of the premises described in the Installment Contract

This agreement is signed by FIRST CHICAGO TRUST COMPANY of ILLINOIS, not individually but solely as Trustee under a certain Trust Agreement known as Trust No. RV-011224. Said Trust Agreement is hereby acknowledged and the claims against it are hereby released. This Agreement shall be binding upon the parties thereto and their heirs, executors, administrators, successors and assigns.

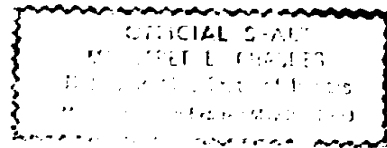
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STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Sergio Martinucci is 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 he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of January, 1991.

[Signature]  
NOTARY PUBLIC



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STATE OF ILLINOIS

SS.

COUNTY OF COOK

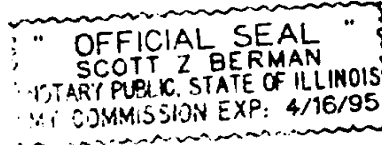
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John J. Erskine personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

AND Beverly J  
ERSKINE, HIS  
WIFE

gf

Given under my hand and official seal, this 16th day of October, 1991.

NOTARY PUBLIC



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