### **Articles of Agreement**

First American Bank as Trustee under Trust \$5-91-113  Purchaser.  WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the Purchaser is put to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser, in fee simple, clear of all incumbrances whatever, by a good and sufficient.  ———————————————————————————————————	Made this		da	_	ber	19_91_, between
WITNESSETH, That if the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to envey and assure to the Purchaser, in fee simple, clear of all incumbrances whatever, by a good and difficient = recordable Warranty Deed, with release and waiver of the right of homestead and down, the following described real estate in the County of Cook and State of the following described real estate in the County of Cook and State of the following described real estate in the County of Cook and State of the following described real estate in the County of cook				•		
WINNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter tentioned on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to onevey and assure to the Purchaser, in the estimple, clear of all incumbrances whatever, by a good and ifficient recordable Warranty Deed, with release and waiver of the right of homestead and down, the following described real estate in the County of COOK and State of	First Ame	Savanna rican Bank as			3	, Seller, and, Purchaser,
in the following described real estate in the County of	entioned on	the Purchaser's pa	haser shall first mak art to be made and	e the payments and performed, the Sel	ler hereby covena	nts and agrees to
Permanent Real Estate Index Number(s): 10-13-117-048	r, the followir	ng described real es	Warranty Deed, with tate in the County of	h release and waive	r of the right of ho	mestead and dow- of <u>Illinois</u>
Permanent Real Estate Index Number(s): 10-13-117-048  Address(es) of real estate: 1826-26 Foyland Court, Evanston, III, 60201  and the Purchaser hereby covenants and agrees to pay of the Seller the sum of One Hundred thirty thousand	Subdivis. Quarter	ion of the S of Section 1	outh East Ou 3. Township	arter of the 41 North, Ra	North West nge 13, Eas	t / I 🗸 🕆
Permanent Real Estate Index Number(s): 10-13-117-048  Address(es) of real estate: 1826-2F Fovland Court, Evanston, Ill. 50201  and the Purchaser hereby covenants and agrees to pay to the Seller the sum of One Hundrad thirty thousand ————————————————————————————————————		000K NAMALA	nt was			
Address(es) of real estate: 1825-2F Forland Court, Evanston, III. 60201  and the Purchaser hereby covenants and agrees to pay to the Seller the sum of One Hundred thirty thousand (130,000) pollars in the manner following:  Seventeen hundred and no/100 (\$1,700,00) on the 20th of November 1991 and Seventeen hundred and no/100 (\$1,700,00) on the twentieth asy of each month thereafter with a final payment of all the remaining principal due on the twentieth day of November 1995.  with interest at the rate of 113 per centum per annum payable Monthly annually on the whole sum remaining from time to time unpuid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said real estate, subsequent to the year 1991. And is use of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants on the Purchaser's part hereby made and entered into, this agreement shall, at the option of the Seller, or forfeited and determined, and all sums theretofore received shall be retained by the Seller in full satisfaction and in fauldation of all damages by the Seller warrants to Purchaser that no notice from any city, village or other governs. As authority of a twelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 19 years of the date of exception of this contract. The time of payment shall be of the essence of this contract; and the covenants and agreements he circ contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties Purchaser has inspected the property and is aware of its condition an agree to purchase the property in an "as is" condition. Title and provations shall be completed prior to the final payment date of the above referred monthly payments immediately when due. Payment of the above referred monthly payments immediately when due. Payment of the property in an		1991 NOV 14	2: 49	9159841	0	
Address(es) of real estate: 1826-2F Forland Court, Evanston, III. 60201  and the Purchaser hereby covenants and agrees to pay to the Seller the sum of Qne Hundred thirty thousand				<i>i</i>		
with interest at the rate of13 per centum per annum payableMonthly annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments, or appositions that may be legally levied or imposed upon said real estate, subsequent to the year1991. And in case of the failure of the Purchaser or make any of the payments, or any part thereof, or perform any of the covorants on the Purchaser's part tereby made and entered into, this garcement shall, at the option of the Seller, or foreited and determined, and its sums theretofore received shall be retained by the Seller in full satisfaction and in fivuidation of all damages by the Seller sustained, and the Seller shall have the right to re-enter and take possession of any premises aforesaid.  Welling code violation which existed in the dwelling structure before the execution of this contract. The time of payment shall be of the essence of this contract; and the covorants on the respective parties. Purchaser has inspected the property and is aware of its condition and arrees to purchase the property in an "as is" condition. Title and cororations shall be completed prior to the final payment date of love, 20, 1995. Purchaser shall pay taxes and insurance in addition to tabove referred monthly payments increased in the drawled prior to the final payment date of love, 20, 1995. Purchaser shall pay taxes and insurance in addition to tabove referred monthly payments insmediately when due. Payment of Nov. 20, 1995. Purchaser shall pay taxes and insurance in addition to tabove referred monthly payments insmediately when due. Payment of Nov. 20, 1995. Purchaser shall pay taxes and insurance in addition to tabove referred monthly payments insmediately when due. Payment of Nov. 20, 1995. Purchaser shall pay taxes and insurance in addition to tabove referred monthly payments insmediately when due. Payment of Nov. 20, 1995. Purchaser shall be referred have hereunto sentinear hands and sent the day and year with the payment. Care						i
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First American Bank, not personally but solely as Trunder Trust Agreement dated 10-31-91 and KMBALES Trust Agre	bove written. EPAIRED	<b>E</b> Y		47		
Exoneration prevision restricting any liability Number 5-91-113	EALED AN	D DELIVERED,	IN PRESENCE OF	First American B	ank, not personal	ly but solely as Trust
is expressly made a part hereof.  Output  Description Description  Note: President Attest:	of_First	t American Bank	aitached hereto	Number 5-91-113 By: Vice Preside	MA.	XSDAXXX

# Received on the within Agreement the following sums

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### EXCULPATION OF TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is \*xecuted and delivered by First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bink or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or toreement of the Trustee in this instrument, all such personal l'ability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversall affect the availability of any rights that may otherwise to available to Mortgagee or the obligations of any co-signer, e.dorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee is mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have inv benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgages may have under sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

BGW00525, DOC-501

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Mail to: MBJ Partners 7.0. Box 7012 Deerfield, Clindis 60015

**BOX 333**