GEORGE E. COLES

February AGREEMENT, made this Jak day of _____ DEAN I. CHUNG and ALISON CHUNG MICHAEL GILBURD and CLAUDIA GILBURD WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser/in fee simple by Seller's stamped recordable warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of 111ino1s described as follows:

Lot 4 in E.P. Maynard and Company's Hubbard Woods, subdivisions of Lots 1, 2, 3 and 4 (except the East 200 Feet thereof) in Block 2 in County Clerk's Division of the South West 1/4 of Section 17, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Address(cs) of premises 1050 Tower, Winnetka, Illinois 60093 1991 February 1, ..., at Seller's expense. and Seller further agrees to furnish to Purchaser on or before. the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Attorneys' Title Guaran y Fund, Inc. , (h) Swith Remarks and a second by the Remarks of the price, is act by the same of the price, is act by the price of the price, is act by the price of the price time to time designate in writing, and until such designation at the office of Richard Orlikoff, 180 North LaSalle

Street, Suite 1515, Chicago, I. 50601

Permanent Real Estate Index Number(s): _05-17-302-009-0000

the price of Two Hundred Eighty-One Thou and (\$281,000.00)

Dollars in the manner following, to-wit: Two Thousand (\$2,000.00) Dollars upon acceptance of this Contract by Purchasers. The remaining amount to be payable with interest at 7.5% the first twelve months and interest at 10% the next# twilve months, in twenty-four (24) payments of Two Thousand (\$2,000.00) Dollars each on the first day of each month, commencing April 1, 1991, with a final payment in fall on April 1, 1993 in the amount of Two Hundred Eighty Four Thousand Eight Hundred Twenty Four and Thirty Two One/Hundreths (\$284,824.32) Dollars. See amortization sch. Jule annexed hereto as Exhibit A.

with interest at the rate of 12 per cent per annum payable after April 1, 1993. on the whole sum remaining from time to time unpaid.

, provided that Porchaser is not then in default under this agreement. Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided that further as of the date provided that further are to be adjusted pro rata as of the date provided the provided that further are to be provided to be provided to such date for the delivery of possessions, and if the amount of such taxes is not then ascertainable, the provided from January 1 to such date for delivery of possessions, and if the amount of such taxes is not then ascertainable, the provided that further are to be provided that further are to be provided that further as of the date provided that further are to be provided that further as of the date provided that further are to be adjusted provided that further as of the date provided that further as of the date provided that further are to be adjusted provided to be adjusted provided that further are to be adjusted by the further are to amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year .1990.... and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all pe sons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, tracets and allows: if any: streets and alleys, if any;

2.-Purchaser shall pay before accrual of any penalty-any and all taxes and installments of special as essments pertaining to -the promises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to -Seller duplicate receipts showing timely payment thereof

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither so fer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12 per cent per annum until paid. See Paragraph 4 of Rider.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or

may be superior to the rights of Seller.

- 5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
- 6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignce any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

eto.
and Purchaser's

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's names a Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

Of loss payments to be payable to Purchasers. Any cer

Strike out all bill one of the chases (a), (b) and (c)

cogain and restore. (a)

05.5

Received on within DATE the following sums INTEREST GEORGE E, COLE® LEGAL FORMS PRINCIPAL Agreement RECEIVED BY

See Rider annexed hereto and made a part hereof

(SEAL) (JABS) (JAB2) Sealed and Delivered in the presence of (SEAL) year first above written. IN WITNESS WHEREOF, the parties to this agreement have in counts set their hands and seals in duplicate, the day and 21. It any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, vith out invalidating or affecting the remainder of such provision or the remaining provisions of this agreement. 20. Seller warrants to Purchaser that no notice troin any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure helo e the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract. 19. The time of payment shall be of the essency of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executive administrators and assigns of the respective parties. Purchaser at 1050 Tower Read, Unnecka, IL 60093 of either party, shall be sufficient servic; thereof. Any notice of demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. 18. All notices and demands b. re. inder shall be in writing. The mailing of a notice or demand by registered mail to Seller at close or demand by registered mail to Seller at close or demand or to close or demand or d

IV. If there be more than the person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and profit ouns associated therewith, although expressed in the singular, shall be read and construed as

To. Purcharen hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereby and service there or and service thereby and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the casts of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgm or such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgm or such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgm or such such such expressly waiving all right to any notice or demand under any statute in this State with reference to such a received the process of any such persons jointly and severally.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action by Seller against Purchaser on account of the provisions feered, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on account of the provisions becought by Seller against Purchaser on or under this agreement.

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing of by Seller of a written declaration of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without finished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without finished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without finished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without to or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereundergrins agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

10. If Purchaser fails to pay taxes, assessments, mourance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at 12 per cent per annum until paid.

UNOFFICIAL COPY EXHIBIT A 5 1 0 (19 ge 91 of 2)

Mortgage Loan Account Information

Name: Chung

Relerence: Gilburd

Address: 1050 Tower

City, State ZIP: Winnetka, IL

Telephone:

Mortgage Data

Original Mortgage Date:

3/1/91

Monthly Payment: 2,000.00

Original Mortgage Amount: 282,382.44 Annual Interest Rate:

Last Payment: 1,211.98 -Total Payments: -697,211.98-

Mortgage Period - Months:

7.500% 343,61

-Total Interest: -404;829.54

	Individual Payments			Cumi	ılative		Year-to-Date		
No.	Date	Interest	Principal	Balance	Interest	Principai	Interest	Principal	4
1	4/91	7.764.89	235,11	282,147.33	1,764.89	235,11	1,764.89	235.11	
2	5/91	1,769,42	236,58	281,910.75	3,528.31	471.69	3,528.31	471.69	
3	6/91	1,767.94	238.06	281,672.69	5,290.25	709.75	5,290.25	709.75	}
4	7/91	1,760.45		281,433.14	7,050.70	949.30	7,050.70	949.30	
5	8/91	1,758.96	241,04	281,192.10	8,809.66	1,190.34	8,809.66	1,190.34	}
6	9/91	1,757.45	242.55	280,949.55	10,567.11	1,432.89	10,567.11	1,432.89	ţ
7	10/91	1,755.93	244 57	280,705.48	12,323.04	1,676.96	12,323.04	1,676.96	(
8	11/91	1,754.41	245.59	280,459.89	14,077.45	1,922.55	14,077.45	1,922.55	
9	12/91	1,752.87	247.13	28),212.76	15,830,32	2,169.68	15,830.32	2,169.68	
10	1/92	1,751.33	248,67	2 9, 164.09	17,581,65	2,418.35	1,751.33	248.67	}
ण्	2/92	1,749.78	250.22	279, 13.87	19,331.43	2,668.57	3,501.11	498.89 750.88	
12	3/92	1,748.21	251.79	279,462.78	21,079.64	2,920.36	5,249.32	1,004.04	
13	4/92	1,746.64	253.36	279,208.72	22,826.28	3,173.72	6,995,96	1,258.99	
14	5/92	1,745.05	254.95	278,953.77	24,571,33	3,428.67	8,741.01 10,484.47	1	
15	6/92	7,743.46	256.54	278,697.23	26,214.79 28,056.65	3,685.21 3,943.35	12,226.33	1,515.53 1,773.67	
16	7/92 8/92	1,741.86	258.14 259.76	278,439.09 278,179.33	29,796.89	P.A.	13,966.57	2,033.43	u
18	9/92	1,738.62	261.38	277,917.95	31,535.51	4,454,49	15,705.19	2,294.81	П
19	10/92	1,736.99	282,01	277,654.94	33,272,50	4,727.50	17,442.18	2,557.82	
20	11/92	1,735.34	264.66	277,390.28	35,007.84	A,992. C	19,177,52	2,822.48	
21	12/92	1,733.69	266.31	277,123.97	36,741.53	5,258.47	20,911.21	3,088.79	
22	1/93	1,732.02	267.98	276,855.99	38,473.55	5,526.45	1,702.02	267.98	
23	2/93	1,730.35	269.65	276,586.34	40,203,90	5,796.10	3,432.97	537.63	
24	3/93	1,728.66	271.34	276,315.00	41,932,56	6,067.44	5,191.03	808.97	
25	4/93	1,726.97	273.03	276,041,97	43,659.53	6,340.47	6,918.00	082.00	
26	5/93	1,725.26	274.74	275,787.23	45,384.79	6,615.21	8,843.26	1,356,74	
27	6/93	1,723.55	276.45	275,490.78	47,108,34	6,891.66	10,366.81	1,8'(3),9	
28	7/93	1,721.82	278.18	275,212.60	48,830.16	7,169.84	12,088.63	1,911.37	
29	8/93	1,720.08	279.92	274,932.68	50,550.24	7,449.76	13,808.71	2,191.29	
30	9/93	1,718.33	281.67	274,651.01	52,268.57	7,731,43	15,527.04	2,472.96	
31	10/93	1,716.57	283.43	274,367.58	53,985.14	8,014.86	17,243,61	2,756.39	
	11/93	1,714.80	285.20	274,082,38	55,699.94	· '	18,958.41	3,041.59	
		1,713.01	286.99	273,795.39	57,412,95	8,587.05	20,671.42	3,328.58	
34	1/94	1/11.22	288.78	273,506.61	59,124.17	8,875,83	1,711,22	288.78	
35	2/94	1,709.42	290.58	273,216.03	60,833.59	9,166.41	3,420.64	579.36	ĭ
36		1,707.60	292.40	272,923.63	62,541.19	9,458.81	5,128,24	871,76	Ö
37	1	1,705.77	294.23	272,629.40	64,246.96	9,753.04	6,834.01	1,165.99	51
38	5/94	1,703.93	296.07	272,333.33	65,950.89	10,049.11	8,537.94	1,462.08	Ò
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EXHIBIT A (Page 2 of 2)

EXHIBIT A

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INSTALLMENT AGREEMENT FOR WARRANTY DEED BETWEEN DEAN I. CHUNG AND ALISON CHUNG, SELLERS AND MICHAEL GILBURD AND CLAUDIA GILBURD, PURCHASERS DATED FEBRUARY 1, 1991

Purchasers shall further pay each month, as and for additional purchase price, that sum which shall equal one-twelfth (1/12th) of 110% of the prior year's real estate taxes assessed against the premises. Said additional purchase price shall be held by Scalers in a segregated, interest-bearing account in strict trust, for the benefit of Purchasers and shall be used to pay real estate taxes. Interest shall be credited to the account.

Purchasers and Sellers shall have the right to protest, challenge and contest the validity and/or arount of any taxes which are levied or assessed against the premises from time to time; and each shall cooperate with and assist the other party in such action, including but not limited to, joining in any suit or proceeding which may be instituted in connection therewith. All costs, expenses and attorney's fees incurred in prosecuting or defending in connection with any such action and any refund and other benefits derived from any such action shall be the sole and exclusive responsibility of and shall inure to the benefit of the party responsible for the taxes so contested as provided in this Agreement.

- 2. 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 deliredent, 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, which have not been paid in due course by Purchasers; and fourth, to reduce said unpaid principal balance of the purchase price.
- 3. At the time of delivery of possession of the premises to Purchasers, Purchasers shall also receive possession of the following passinal property, if any:

Screens, storm windows and doors, shades, window blinds, drapery rods, curtain rods, radiator covers, attached TV antennas, heating central cooling, ventilating, lighting and plumbing fixtures, attached m rrors, shelving, interior shutters, cabinets and bookcases, awnings, parch shades, planted vegetation, garage door openers and transmitters, attached fireplace screens, smoke detectors, all tacked down carpet not all window treatments, range, oven and refrigerator now in kitchen.

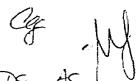
None of the systems, equipment, fixtures, appliances or personal property which are located on the premises and being sold to Purchasers hereunder shall be removed from the premises except as the same are replaced or become valueless due to ordinary wear and tear. Prior to disposing of said appliances, fixtures or other personal property, the Purchasers will notify Sellers of their intention to so do and Sellers may, at their option, take possession of same. In the event Sellers decline this election, the Purchasers are fee to dispose of same at their discretion.

All of the aforesaid improvements, fixtures and items of personal property shall be left at the premises, are included in the purchase price and Sellers shall deposit with Sellers' attorney, at the Preliminary Closing, a Bill of Sale, in customary form, transferring title to all such improvements, fixtures and items of personal property to Purchasers, free and clear of all adverse claims, liens and encumbrances.

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- 4. Annexed hereto is a list of defects in the premises. Purchasers shall be under no obligation to repair or replace any such defects and Purchasers shall keep the buildings and improvements on the premises in a state of repair no less than that in which they took possession of it.
- Sellers reserve the right to keep or 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 Purchasers may have in the premises, and Purchasers expressly agree upon demand to execute and acknowledge together with Sellers any such mortgage or trust deed (but 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 previsions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Purchasers under this Agreement. Selle's shall supply Purchasers, from time to time, with receipts or other evidence showing payments made by Sellers on any mortgage that may be outstanding on the premises.
- (b) Purchase s' taking possession of the premises shall be conclusive evidence that Purchasers in all respects accept and are satisfied with the physical condition of the premises and the condition of title to the premises as shown to them on or before the date hereof. Selers shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Sellers shall remove any exception or defect not permitted under paragraph 1 of the Contract to which this Rider is annexed resulting from acts done or suffered by, or judgments against the Sollers between the initial closing and the final closing.
- 6. 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 Purchasers or Sellers, or after the termination of Purchasers' right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.
- 7. Both Purchasers and Sellers shall have the right to record this document.
- 8. Purchasers shall hold harmless Sellers from any damage to or liability arising from Purchasers' use, possession, or occupancy of the premises. As of the date possession is granted, Purchasers assume the risk and full responsibility for any loss to the property arising from any source whatsoever, including (but not limited to) acts of God, fire, flood, earthquake or other injury or destruction to the premises.
- 9. No payment in advance of the time it is due shall be allowed under this contract unless such payment shall be for the full remaining purchase price not yet paid. Purchasers shall make no partial prepayments. Purchasers may pay the full amount of the remaining purchase price at any time without penalty or charge for interest accruing after payment in full of the balance of the purchase price. Sellers shall not be liable in any way whatsoever for refusing a tender of an amount not then due that is less than the full amount of purchase price not yet paid.



Property of Cook County Clerk's Office

- 10. Sellers may assign this contract with the prior written consent of Purchasers, which consent will not be withheld unreasonably. This Contract may be assigned by Purchasers with the prior written consent of Sellers, which consent will not be withheld unreasonably.
- 11. Purchasers shall pay transfer taxes imposed by state and Sellers shall pay transfer taxes imposed by county law. In the event a transfer tax levied by Winnetka is applicable at time purchase price is paid in full, then each party shall pay one-half of said tax.
- 12. After delivery of a deed to Purchasers in accordance with this Agreement Sellers shall furnish a completed Real Estate Transfer Declaration signed by the Sellers or the Sellers' agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois, and shall furnish any declaration signed by the Sellers or the Sellers' agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Payment for the release of encumbrances placed against the property by Sellers shall be Sellers' responsibility.
- 13. This is stallment Agreement supersedes a Contract between the parties dated January 12, 1321.
- 14. The deed, affidavit of title, bill of sale, in usual form, transferring all of the items of personal proper'y listed in Paragraph 3 of this Rider, and transfer tax declarations herein shall be deposited with Sellers' attorney at the time of closing. Upon presentation of Sellers' signed receipts showing payment of total principal payments due Sellers hereunder, a letter of direction signed by Sellers, or a court order, Sellers' attorney shall be authorized to deliver the deed, bill of sale and transfer tax declarations to Purchaser; or Purchasers' designee.
- 15. That in all cases where the provisions of the Agreement may conflict with the provisions of the Rider, the Rider shall prevail.
- 16. Sellers may impose, and Purchasers agree to pay, a late charge of five (5%) percent on any sum which is not received by 'no Sellers within ten (10) days of being due.
- 17. If Sellers fail to perform any of the covenants or agreements required of Sellers hereunder or allow any lien, encumbrance or adverse claim to be asserted against the premises after the date hereof, or make it impossible for Purchasers to perform any of their obligations hereunder, and if Sellers shall then fail to cure any such default within thirty (30) days after written demand from Purchasers to do so, Purchasers may elect to:
 - (a) Apply any payment which is due or to become due hereunder to cure such defaults, in which event the amounts expended by Purchasers in curing said defaults, including all incidental costs, expenses and reasonable attorney's fees, shall be applied against the next installment or installments of the purchase price due or to become due hereunder; or
 - (b) pursue any or all other rights and remedies as provided at law or in equity.

18. Default - General:

- (a) The party at fault shall pay all reasonable attorney's fees and costs incurred by the other party in:
 - (i) enforcing the terms and provisions of this

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Agreement and any of his rights and remedies hereunder; or

- (ii) defending any proceeding to which he is made a party defendant (or a creditor in the event of a bankruptcy or insolvency) as a result of the acts or omissions of the first party.
- (b) All rights and remedies given to Purchasers and Sellers hereunder shall be distinct, separate and cumulative; and the use of one or more rights or remedies shall not exclude or waive any other right or remedy allowed by law or in equity unless specifically waived in this Agreement.
- No waiver of any breach or default shall be implied from a party's failure to take any action on account of any similar or different breach or lefault. The payment or acceptance of any money after it falls due shall not constitute a waiver of any breach or default or of any right or remedy then existing hereunder, nor shall the same impair the continued force and effect of any notice, demand or suit theretofore or thereafter issued or instituted, unless specifically provided to the contrary in this Agreement or in the terms of the payment or acceptance.
- 19. Seller has provided a survey of the premises dated July 16, 1987 made by B.H. Suhr & Company. Sellers shall be under no further obligation to provide a survey of the premises.
- 20. Seller has utilized the service; of a real estate broker with respect to this transaction and warrants that the commission on the sale of the property shall be paid by him solely so as not to constitute a lieu against the real estate.

SELLERS:

PURCHASEPS:

DEAN I. CHUNG

MICHAEL GILBURD

ALISON CHUNG

CLAUDIA GILBURD

UNOFFICIAL, GORY,

LIST OF DEFECTS IN PREMISES (ANNEXED TO INSTALLMENT AGREEMENT AMONG CHUNGS AND GILBURDS DATED FEBRUARY 1, 1991)

1. EXTERIOR:

- 102 Porch needs bracing.
- 104 Siding (damage to trim base exposing framing on interior).
- 105 Trim (some water damage to wood eaves; some trim boards at roof line have rotted and are breaking away).
- 106 Some window frames are rotted.
- 110 No storm door.
- 111 Chimney needs tuckpointing.
- 115 Basement brick work at west pitching toward home.

 Easement siding base missing and broken on east side of home; framing

if exposed.

Atriun window well has broken window covers.

No accorer gutters.

Basement seepage.

2. ROOF:

127 One shingle missing from roof. Some patching noted. Rotted trim boards.

Window sills at up per dormers need work due to water damage; valleys were woven; no flasting in valley.

3. ATTIC:

Drywall tape showed signs of moisture in attic.

Attic bathroom needs bracing.

4. **DETACHED GARAGE**:

- 301 Water damage to roof trim noted.
- 303 Slab settling cracks.
- 304 Aluminum slightly out of shim on overhead door.

5. BASEMENT:

- Basement stairs slope; peeling paint; some cracks noted; evidence of moisture.
- 157 Cracked window pane; evidence of water penetration below window noted.
- 162 Seepage in basement; one tile block broken.

6. MAJOR SYSTEMS:

- 405 Plumbing (low water pressure).
- 407 Water heater fully depreciated.
- 408 Electrical (wire size incompatible with overcurrent protection device.
- 411 Fireplace (pitch in chimney; dampers frozen open).

7. KITCHEN:

- 505 Window screens missing.
- 511 Traps/drains (water damage to sub floor under sink)
- 513 Dishwasher not working.
- 515 Oven not working.

8. MAIN FLOOR FULL BATHROOM:

- 701 Slope in floor.
- 710 Tub tile repair; base need caulking; general caulking needed.
- 716 Sink has no backsplash.
- 718 Traps/drains/supply (no drain pull).

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9. SECOND FLOOR BATHROOM:

- 738 Shower needs general caulking.
- 742 Sink faucet has low pressure on hot side.

10. THIRD FLOOR BATHROOM:

- 751 Subfloor is warped.
- 754 Door out of plumb.
- 755 Windows broken at base of frame.
- 762 Tub faucet noisy.

11. INTERIOR ROOMS:

- 903 Ceiling has stress crack.
- 905 Windows are damaged.
- 908 One electrical outlet is missing.

12. DINING ROOM:

1005 Double-hung windows need adjustment and some hardware is missing.

13. BEDROOMS -- THIRD FLOOR NORTH BEDROOM FINISHED ATTIC:

1305 Double nong windows breaks at lower frame; hardware missing.

14. BEDROOMS - TH'RD FLOOR SOUTH BEDROOM FINISHED ATTIC:

1315 Hardward for windows missing.

15. BEDROOMS -- SECOND FLOOR NORTH BEDROOM:

- 1321 Floors have slope to center line.
- 1325 Double-hung windows hardware missing.

16. BEDROOMS -- SECOND FLOOP, SOUTHEAST BEDROOM:

1335 Windows have cracked panes; storms missing; hardware missing.

17. BEDROOMS -- SECOND FLOOR SOUTHWEST BEDROOM:

- 1341 Floor has slight slope.
- 1343 Ceiling has cracked plaster.
- 1345 Windows cracked pane; storms miscing.

DEFT-01 RECORDING

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