ATTORNEY AT LAW 7824 W. BELMONT AVE

435.27

Estate Law Committee of the Dupage County Bar Association for use by Lawyers 601 PH. 625-7700 This form has been approved by the Real ARTICLES OF AGREENIENT FOR DEED

CHICAGO COOK COUNTY STATE ILLINOIS	
THOMAS J. DONOHUE & MAVIS DONOHUE Address 317 S. FRANCISCO, CHICAGO	
COOK County: State of ILLINOIS agrees to sell to Buyer at the PURCHASE PRICE of	
Dollars (5) the PROPERTY commonly known at 3012 W. VAN BUREN	
CHICAGO, ILLINOIS and legally described as follows:	
LOT 22 IN BLOCK 5 IN COUCHS SUBDIVISION OF NORTH 1/2 OF SOUTH 1/2 OF NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL	
MERIDIAN, IN COOK COUNTY, ILLINOIS. Commonly known as 3012 W. VAN BUREN, CHICAGO IL	
P.I.N. 16-13-120-027-0000	
thereinatier relegied to as "the premises"?	
Improvements and flatures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and	
eabliness; water softener (except tental units); existing sform and screen windows and doors; attached shutters, shelving, liteplace screen; roof or assict, values of services and cas units; and the following liters of nerspeak property.	435.0
	6.14.00
91093731 FANT 7777 TRAN 9077 03/05/91 1	3731
COOK COUNTY RECORDER	
All of the foregoing lients the (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: 3. If the Buyer shall first make all the sayments and perform all the covenants and agreements in this agreement required to be made	
and performed by said Buyer, at the tirre and in the manner hereinalter set forth, Seller shall convey or cause to be conveyed to Buyer (in	
joint tenancy) or his nominee, by a re-ordable, stamped general Warrancy deed with release of homestead rights, good life to the premites subject only to the following "permitted exceptions," if any: (1) Coneral real estate taxes not yet due and	•
payable; (b) Special assessments confirmed a ter his contract date; (c) Building, building line and use of occupancy testiletions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Orainage disches, teeders, taterals and drain tile, pipe or other condult; (g) If the property is other than a detached, single-family home; party walls, party wall sights and agree.	
ments: covenants, conditions and restrictions of recoluster ms. provisions, reveitants, and continuous of the pressuance of continuous	
if any, and all amendments thereto; any easements e tablished by or implied from the taid declaration of condominium or amendments	
thereto, if any; limitations and conditions imposed by the Minols 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 fracen to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.	
J. INSTALLMENT PURCHASEL Buyer hereby coverants and agrees to pay to Seller at 317 S. FRANCISCO AVE.	
the purchase price and interest on the balance of the purchase price is maining from time to time unpaid from the date of initial closing at	
CHICAGO, ILLINOIS or to such other person or at such riber place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price of making from time to time unpaid from the date of initial closing at the rate of	
(a) Buyer has paid 5	
(a) Buyer has paid \$	
(a) Buyer has paid 5	
the rate of	
tindicate check and/or note and due date) (and will pay within	
(a) Buyer has paid 5 (b) As the time of the purchase price, to wit: \$ 35,561,47 (c) The balance of the purchase price, to wit: \$ 35,561,47 (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as her singlest provided, if not sounce paid shall be due on the 20th day of OCCOber (c) The balance of the purchase price, to wit: \$ 35,561,47 (d) The final payment of the purchase price and all accrued but unpaid interest and other charges as her singlest provided, if not sounce paid shall be due on the 20th day of OCCOber (e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued ann owing on the unpaid principal balance of the purchase price; tecond, to pay before delinquent all taxes and assessments which it becomes to the date of this Agreement may become a lien on the premise; third, and to pay insurance premiums falling due after the out of the Agreement; and fourth, to reduce a sid unpaid principal balance of the premise; third, and to pay insurance premiums falling due after the out of this Agreement; (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with for right of sur-	
tindicate check and/or note and due date) (and will pay within days air auditional sum of \$ 1 as earness money to be applied on the purchase price. The earness money to be applied on the purchase price. The earness money to be applied on the purchase price. The earness money to be applied on the purchase price and to the parties concerned; (b) At the time of the initial closing, the additional sum of \$\frac{1}{2},000.00\$, plus or minus monations, if any, as is hereinafter provided; (c) The balance of the purchase price, to wit: \$\frac{35}{55,541.47}\$ monthly 20th day of February (d) and on the 20th day of each month hereafte, whill 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 as her inafter provided, if not tooned paid thall be due on the 20th day of October (e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrue I and owing on the unpaid principal balance of the purchase price; tecond, to may belone delinquent all cases and assessments which is there are no the date of this Agreement; and foreign to reduce taid unpaid principal balance of the purchase price; (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with for right of survivorship. 4. CLOSINGS: The "Initial closing" shall occur on Fubruary 20. 1901 (error the date, if any, to which the date is	
(a) Buyer has paid 5	
the rate of	
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the rate of	
(a) Buyer has paid 3. — — — — — — — — — — — — — — — — — —	
(a) Buyer has paid 3	
percent (7.2% per annum, all payable in the manner following to with the fact of 1.2% per annum, all payable in the manner following to with the fact of the parties oncerned; (a) Buyer has paid 3. ———————————————————————————————————	
(a) Buyer has paid 5	
(a) Buyer has paid 5	
(a) Buyer has paid 5	

7. SURVEY: Prior to the initial closing. Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements estiting as of this contact thate and all easements and building lines. It has 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.)

UNOFFICIAL COPY

1. TILEMATED With the complete of tille issued by the Registral of Tiles and a Special Taxand then Search or a commitment issued by a tille insurance company licensed to do business in illinois, to-lisus a consister purchasers' fille insurance policy on the current form of American Land Tile Association Owner's Policy for 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 apart ment building of four or fewer residential units; 12the" permitted exceptions." set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other tille exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be tempored by the payment of money-and width thall be removed at or prior to the Intilal closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming, by, shought or under the Buyer?

If the tille commitment discloses unpermitted exceptions; the Seller shall have thirty (30) days from the date of delivery thereof to have the tail to have under the subject of the Asceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exceptions waived, if the Seller falls to have unpermitted exception I. TITLEHMISH MY FE.

9. AFFIDAVIT OF "ILL" Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dues, "bject only to those permitted exceptions see for those permitted exceptions see any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 6 and untitle to the property is held in trust, the Affidavit of Title required to be furnished by the Signed by the Trustee and the beneficiary or beneficiate, of said-Trust. All parties shall execute an "ALTA Loan and Latended Coverage Owner's Policy Statement" and such other documents. "A customary or required by the Issuer of the commitment for title insurance.

10. HOMEOWHERISTAS CICIATIONIST 10. HONEOWNER(SIAS CICATION(I)

[4] In the event the premise, bit subject to a townhouse, condominium or other homeowner's association, belief shall, prior to the inlial closing, furnish Buyer, a statement from the Board of managers, treasurer or managing agent of the association certifying payment of
assessments and, if applicable, prior is 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,

[5] The Buyer shall comply with an covenants, conditions, restrictions or declarations of record with respect to the premises as well as
the bylaws, rules and regulations or any applicable association.

11. PRORATIONS: Insurance premiums, convisional association assessments and, it final motor readings cannot be obtained; water and other vilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to represent upon a celet of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the beller.

12. ISCROW CEOSING: At the election of Seller. By , or; upon notice to the other party not less than live (S) days prior to the date of either the initial or linal closing, this transaction or the conveyance contemplated hereby shall be made through excordance with a title company, bank or other institution or an attorney licenses of a business or to practice in the state of Illinois in accordance with the general provisions of an excrew trust counting articles of agreement, or itself comistent with the terms of this Agreement. Upon creation of such an excrew, anything in this Agreement to the contrary not additionable in the state of this excrewing the contrary of the Deed shall be made through excrew. The cost of the excrewing including an ancillary money lender's excrew, shall be paid by the party requesting its

13. SELLER'S REPRESENTATIONS:

ATTORNEY ACT

13. SELLER'S REPRESENTATIONS:

(a) Seller-expressive warrantito Buyer that no notice from any cliv. Willage or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises berein 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 execute most this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execute most this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, not ading but not limited to the following, are in operating conditions: all mechanics equipment; heating and cooling equipment; water \$2.25 and softeners; septic, plumbing, and electrical systems; birther equipment remaining with the premises and any mitcellaneous machanical property to be transferred to the Buyer.

Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the fluyer or his representative all said equipment and upon receipt of written notice of deliciency shall promptly and at Seller's exercise the deliciency, in 1111 ABSINCE OF WRITTIN NOTICE OF ANY OFFICENCY FROM THE BUYER PRIOR TO THE DATE SECURITIES FOR BUYER AND THE SHALL BE CONCLUDED THAT THE CONDITION OF THE BUYER PRIOR TO THE DATE SECURITIES ON BUYER AND THE SILLER SHALL HAVE NO FURTILITER RESPONSIBILITY WITH REFERENCE THERENCE THERE CONCLUDED THAT THE PRIOR TO THE BUYER AND THE SULLER SHALL HAVE NO FURTILITER ASSESSMENT OF THE BUYER AND THE SULLER SHALL HAVE NO FURTILITER SECURITY WITH REFERENCE THERENCE THERENCE THERE WE can be presented to be delivered to Buyer shall be considered as given as and personal pers

(1) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial clusting.

removed from the premises at Seller's expense before the date of initial closing.

14, BUTER TO MAINTAINS, Buyer shall keep the improvements on premises and the grounds in a root repair and condition as they now are, ordinary wear-inditear-excepted, Buyer shall make all necessary repairs and renewals upon and premises including by way of extensive and not of limitation; interior and exterior painting and decorating; window glass; heating, will allow the conditioning equipment; plumbing and electrical systems and listures; sonly masonry including chimneys and fireplace, etc. if, however, the said premises shall not be thus kept in gnout repair, and in a clean, sightly, and heating couldn't be found to be thus kept in gnout repair, and in a clean, sightly, and the premises, and make the nucessary repairs and do all the work required to prace—in the good expair and in a clean, sightly, and heating condition, and fluger agrees to pay to Seller, as so much additional purchase parties for the premises, the expenses of the Sellerin making said repairs and in placing the premises in a clean, sightly, and heating condition, and fluger agrees to pay to Seller, as so much additional purchase parties for the premises, the expenses of the Sellerin making said repairs and in placing the premises in a clean, sightly, and heating condition of the sellering results and in place and premises in a clean, sightly, condition within this (30) days or act more successed as the condition of the sellering provided in paragraph 21), and, upon default by fluyer in complying with said notice, then, Seller has 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. FIXTURES AND EQUIPATINTS As the sime of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the firstness and equipment, or manently agreement of the improvements on the premises, but until payment in full of the purchase pited is made, none of such personal property, listures or equipment shall be removed from the premises without the prior written consent of the Seller.

15. INSURANCES

(a) Buyer shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fire or other rassulty, the improvements now and herealter exected on premises with a company, or companies, reasonably acceptable to Seller in policity, conforming to insurance where applicable, with currage not less than the trainer of the purchase price loccof leacept that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or runtee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the promiums thereon when due.

(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 it) in the event the insurance proceeds are sufficient to fully reconstruction of such damaged or lost improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (ii) in the event the insurance proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES II 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 races, special assessments, water charges, sewer service charges and other takes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premites or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts.

18. FUMOS FOR TAXES AND CHARGES! In addition to the agreed installments, if any, provided in paragraph.), Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the flist day of each munth subsequent to the date of initial cloting, until the purchase price is paid in full, a sum therein referred to as "funds") equal to one-swellth of the yearly taken, as assessments which, may become aller on the premises; and the estimated annual premisms for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one munth pulor to their each becoming due, and payable. Fallure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller in an institution the deposits of accounted which are instituted or guaranteed by a Federal or state, agency. Seller is hereby authorized and directed to use the lunds for the payment of the alorementioned taxes, assessments, sents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future paying the security of the security to the seller for the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit 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 not be sufficient to pay all such charges as herein provided, Buyer shall not be sufficient to pay all such charges as herein provided, Buyer shall not be sufficient to pay all such charges as herein provided, Buyer shall not be sufficient to pay all such charges as herein provided, Buyer 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:

ta) No right, title, or interest, legal or equitable, in the pemises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

tb) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unlinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature 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 aforesald, or any part thereof, shall contain an express, full and complete waiver and it least on 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 party contracting, and is copy of each and every such contract shall be promptly delivered to Seller.

21. FERFORMANCE:

(a) If Buyer (1) defaults by 1: illing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such user and is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other coverant or agreement, hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unlets the default involves a dangerous 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; (i) maintain an action for any unpaid my aliments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement, not retain all sums paid as fluid attended 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 reinstate as provided to that Act.

(b) As additional according to the people of details. Buyer submate Soller all unpaid court and all controlled to the co

(b) As additional security in the event of def un. 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 receiver.

(c) If default is based upon the failure to pay takes, 2 sets ments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late the general manual seller may the seller after the sum was due.

after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (districted and determined, if within 20 days after such written notice of (elast). Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and currency other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under toil Agreement.

monetary claims arising from acts or obligations of Buyer under the Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs near ed by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceedings to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, who are 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 Agreeent; (?) 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 affect it is the after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of fluyer's right of possession hereunders, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not elemente or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly varied.

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

24. ABANDONATENT: filteen 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 a cated the premises with no intent again to take postersion thereof shall be conclusively deemed to be an abandonment of the premise; by Suyer, 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 art as Buyer's agent to personal more estain decorating and repairs and to resall the premises outsight 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 sa's 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 Aemises.

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

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

voke the provisions of this Agreement relating to forfeiture hereol.

78. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aloresaid 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 at his expense a release deed for the prior mortgage, or obtain a currently disred loan repayment letter reflecting the amount necessary to dischage and release deed for the prior mortgage, seller shall have the right to repay and dischage such prior mortgage 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 officer of the holder of the note recurred by the prior mortgage. At the time of delivery of the Oeed, Buyer and Seller shall execute and furnish such real estate transfer decirations as may be required to comply with first, 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 tamp

29. TITLE IN TRUSTS

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

(b) The beneficiary or be refletable at any house on a person with the powe to direct the Expressibility cumulatively be deemed to joinly and severally have at of his in the body list, a bligations and define by the Stilleria be an oyed of performed hereunder and such persons with the power to direct, the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly. le) If at the time of execution of this Agreement; title to the premiter it 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 lees and recording cost resulting thereby. 30. RECORDING: The partles 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 of paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way, the superor intent of the provisions hereof, Whenever the contest 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 amenforceability of invalidity of any provision or provisions hereal shall not render any other provision or provisions herein contained unenforceable or invalid. 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall increase 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 others of the same designation as his or her attorney-in-fact to do or perform any act of agreement with respect to this Agreement of the premises. 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, il. any, or il Seller is a trustee, then by said trustee and the beneficiaries of the Trustisfiall be delivered to the Duyer or his attorney on or before the earnest money, If any, shall be refunded to the Buyer; 27. REAL ESTAY. 8. ONER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than NONE and Seller, shall pay the bir, erage 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 he to have hereunto set their hands and seals this ユロナム February : . 19 91 N Harod Kionahi This instrument prepared by Turilli 7824 W. Belmont, Chicago IL 600 STATE OF ILLINOIS COUNTY OF COOK the undersigned, a Notary Public in and for said County, in the State aforesaid; DO HEREBY CERTIFY that Thomas MAVIS DONAHUE personally known to be the same person whose name subscribed to the foregoing instrument appeared before me this to be said acknowledged that the stigned sealed and delivered the said instrument as a free and voluntary act; for the user and supposes herein set forth. Given under my hand and official seal, this oth day of OFFICIAL Commission ENRIFE TO THE TO THE TOTAL OF HELINDIS Notary Public STATE OF MUNISIEMISSION EXPIRES 6/20/93 COUNTY OF COOK I, the understaned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CIRTIFY that CHRISTIANA christiana carler personally known to me to be the same person subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that if a the said instrument as a free and voluntary act, for the uses and purposes therein set forth. whose name signed, sealed and delivered Feb. Given under my hand and official seal, this day of Notary Public Commission expires 6 OFFIC'AL SEASE JEANNE TULLO STATE OF ILLINOIS) NOTARY PUBLIC, STATE OF ILLING'S COUNTY OF MY COMMISSION EXPIRES 6/20/93

a Notary Public in and for said County, in the State aloresaid, do hereby certify that Vice President of Secretary of sold 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 Secretary then and there acknowledged that he, as custodian of the corporation, did allia the corporate seat of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act and the free act and voluntary act as the free act and the free act and voluntary act and the free act and voluntary Given under my hand and notarial seal this ____ __day of. , 19_ Commission expires

Holary Public