t Buyer Barbara Parda	Address 5 Bayberry
Streamwood, IL Cook	County, State of IL agrees to purchase, and Stitte, Colomba
Storelli	Address 300 S. Roselle Rd. #411, Schaumburg, I
COOK (mints, State of 14), 100 tollars (\$ 53,000,00	agrees to sell to Buyer at the PURCHASE PRICE of FIFTY-THREE THOUSAND  1 the PROPERTY community known as 300 S. Roselle, #411
Schaumburg, II. andlegs andivided percentage into Condominium as delineated Document No. 23872082, in	erest in the common elements in Town Square and defined in the Declaration recorded as part of the Southwest 1/4 of Section 22,
	10, East of the Third Principal Meridian, in P.I.N. 07-22-302-005-1172
with approximate for dimensions of improvements and fixtures, if any, including, but hot water heater, central cooling, humidifying calinets; water softener (except rental miles), ex-	CONDO  It out finited to All central bearing, plumbing and electrical systems and equipment; the gard libraring equipment, fixed carpeting, built-in kitchen appliances, equipment and sisting storm and screen windows and doors; attached shutters, thelving, fireplace screen; garage door openers and car units; and the following lighting to the property.
All as stated in contraction May 25, 1991.	t to Purchase Real Estate 555 x erres \$900 y 7, 03 71 14:15:00 + 4206 + E * - 91 - 33 102

COOK COUNTY RECORDER All of the foregoing it insistall he 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 the fire.

a. If the fluyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and qualentied by said fluyer, and elime and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to fluyer (in 

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

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(c) All payments received hereunder shall be applied in the fullowing order of priority: first, to interest acc are and awing on the un-paid primipal balance of the purchase price; second, to pay before definquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the start of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

th Eastments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy will be right of sur-

extended by teason of subparagraph 8 thrac Seller's Attorney's Office "Final closing" shall occur it and when all covenants and conditions herein to be performed by Buyer have been so performed.

## 6, PRIOR MORIGAGES:

6. PRIOR MORIGACIES:

(a) Selfer reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance on luding metrist 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 untwinkstanding that this Agreement is recorded, he prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Selfer any such mortgage or trust deed that not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in a public with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way received the right of generating the strength. or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement,

thi Seller shall fountime to time, but not less trequently 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.

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

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

IL

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## **UNOFFICIAL COPY**

8. FITE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and tien Search or a commitment issued by a title ossurance 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 lewer residential units: (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph (4) other title exceptions pertaining to liens or encumbrances of a definite of ascertainable amount, which may be removed by the payment of money and which diall be removed at or prior to the Initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to (b) If the title commitment discloses impermitted exceptions, the Seller shall have thirty (30) day. 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 incressary, 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 Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller 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 pine, liens or encumbrances of a definite or ascertainable amount. If the Buyer dues not so elect, the contract between the parties draft become null and void, without further action of the parties, and all monies paid by Buyer beconder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shalf be conclusive evidence of good litle therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated

(if) If a Special Lax Search, Lien Search, a judgment Search or the title commitment disclose judgments against the Buyer which may herome liens, the Seller may declare this Agreement null and void and all earnest money shall be forfelted by the Buyer.

(e) Huyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pemises as shown to him on or before the initial closing. Seller shall upon said delicery of possession have no further obligation with respect to the title or to furnish further exidence 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 Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Fitle, 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 processy is held in trust, the Affidavit of Fitle required to the furnished by Seller shall be signed by the Trustee and the beneficiary or by neliciaries 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 AUSTICIATION:

(a) In the event the piem'ses are subject to a townhouse, condominum or other homeowner's association, Seller shall, pilot to the initial closing, furnish fluger a clatement 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 camer documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The fluyer shall comply with a proposenants, conditions, restrictions or declarations of record with respect to the premises as well as the bysaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably at 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 reprovation inport receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date (mi) the date of the first installment payment shall be a proration credit in lavor of the Seller.

12. ESCROW CLOSING: At the election of Self (c). Payer, upon notice to the other patty not less than live (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 the business or to practice in the State of Illinois in accordance with the general provisions of an excrow trust covering articles of agreement or deed consistent with the terms of this Agreement. Upon creation of such an excrow, anything in this Agreement to the contrary notwal istanding, installments or payments due therealter and delivery of the Deed shall be made through excrow. The cost of the escrow including an ancillary moncy lender's estrow, shall be paid by the party requesting

## 13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any (its, viliage 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 executive of this Agreement.

(i) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating conditions all mechanical equipment, heating and cooling equipment; water is and softenest; septic, plumbing, and electrical systems; bitchen equipment remaining with the premises and any miscellaneous mechanical epistems; then equipment remaining with the premises and any miscellaneous mechanical property to be transferred to the Buyer. Then the Buyer's request prior to the time of possession, Seller shall demon trate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN OF INN DITICIENCY FROM THE BUYER PRIOR TO THE DAY 300 CHIED TO RINTIAL CLOSING IT SHALL BE CONCESTRICT OF ANY DITICIENCY FROM THE BUYER PRIOR TO THE DAY 300 CHIED TO RINTIAL CLOSING IT SHALL BE CONCESTRICT OF THE BUYER RESPONSIBILITY WITH REFERENCE THERETO.

(c) 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 closing.

14. BLYFR TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds it as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all incressary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, wintering and air conditioning equipment, plumbing and electrical systems and fixtures; root; masonry including chimneys and fiteptices, etc. II, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may after the entering causing or constituting a termination of rais sgreement or an interference with fluyer's 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 Buyer agrees to pay to Seller, as so much additional purcle at a vice for the premises, the expenses of the Seller in making said repairs and to placing the premises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and healthy condition; or (b) notify the Guyer to make such repairs and to place said quemises in a clean, sightly, and h

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the precional property to he sold to Buyer pursuant in the terms of this Agreement as well as of the lixtures and equipment perminently at tached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior writter consent of the Seller.

(a) Buyer shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fire or older casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller IR policies conforming to Insurance Service Bureau Homeowners Imm 3 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except 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 mortgage of trustee, if any, as their interests may appear; such policy or policies shall be held by Sellet, and Buyer shall pay the premiums thereon when due

(b) In case of loss of or riamage 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 (i) 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 improvement, or fill in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, frees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretolore due and to furnish Seller with the original or duplicate receipts therefore

IB. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum therein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums 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 month prior to their each becoming due and payable. I allow to make the deposits required hereunder shall constitute a breach of this Agreement.

The finule shall be held by Sellet in an institution the reposits of according a white are insufed or guaranteed by a federal or state agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents 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 funds together with the funds are left.

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 this such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements bereunder of which select 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 becomed the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof

Seller may not charge for so holding and applying the funds, analyzing said account, or verilying 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 bereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

## 19. BUYER'S INTEREST:

(a) No right, title, or interest, legal oc 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.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, \$11 improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer of 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.

zu, crees:

(a) Buyer shall not sufter or permit any mechanics' lierr, 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 application contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and

complete valve and release of any and all lien or claim of fien 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 of release of fient, pon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21, PERFORMANCS

(a) If Buyer (1) definition by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other coverant or agreement he at hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerour condition which shall be cured forthwith); Seller may treat such a default as a heach of this Agreement and seller shall have any one or more of the following remedies in adultion to all other rights and remedies provided at law or in equity; (1) maintain an action for such amount; (iii) declare the entitle balance due and maintain an action for such amount; (iii) forfelt the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender post ession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provide it but Act.

(b) As additional security in the executed default. Buyer assigns to Seller all unpaid tents, and all rents which accrue thereafter, and in addition to the remedies provided above and in a minution 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 taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Huyer agrees to pay the charge not exceeding 5% of any sum due hereunder which Seller elects to accept

(i) Seller may impose and mayor agrees to pay a considered in the contrary not with standing, 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 their custstanding and suces any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer unit exthi. Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and cost incurred by the other in enforcing the tetms and provisions of this Agreement, including furfeiture or specific performance, in detailed any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to fluyer or Seller shall be disting, a sparate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unler specifically waived in this Agreeent; (2) no waiver of any breach or default of either party because shall be implied from any onicide by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money at the intermediate of any breach of this agreement by Buyer or Seller, or after the termination of fluyer's right in possession thereon' let, or after the service of any notice, demand or suit or any right beceunder not herein expressly wa'ved.

23. NOTICES: All notices required to be given under this Agreement shall be constructed 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 a [ext personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in palegraph 3 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Lifteen days' physical absence by Buyer with any Installment being unpail, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer his vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the piè nises 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 premise and act as Buyer's agent to pérform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with sug on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of isle to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of our 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 payable 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 leave nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the fall premises any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and insole the provisions of this Agreement celating to forfeiture besent.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of tash or rashier'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 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 dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the burchase price for the cost of recording such the seen 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 pilor mortgage and the balance of the amount due hereunder, the parties agree to complete such excharge at the offices of the holder of the note secured by the pilor mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stand tax then imposed by State or County faw on the transfer of title to Buyer, and Buyer 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 Buyer unless otherwise provided in the local ordinance.

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

the the beneficiary or benefit and of the prosecution persons with the power political trustee shall cumulatively be deemed to jointly and severally have all in the habit, benefit, or liquid head of the property of the enjoyed or 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 differ as such persons or the benefit aries may not under the terms of the Trust Agreement do or perform themselves directly.

(c) If, at the time of execution of this Agreement, title to the premises is not held in a trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust less and recording cost resulting thereby.

30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.

31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though becein fully set forth

32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions bereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

14. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall insure to the benefit of and be binding upon the belis, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

35, JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

16. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if

, 19, of he earnest maney, if any, shall be refunded to the Buyer	herwise at the Buyer's option this Agreement shaff become	TIGII ETKI YOTO ETID
17. REAL ESTANCAROKER: Seller and Buyer represent and w	variant that no real estate brokers were involved in this trae	nsaction other than
and		
eller shall pay the broke (ag ) commission of said broker(s) i be time of biblist closing	in accordance with a separate agreement between Seller ar	nd said broker(s) át
N WITNESS OF, the parties barrio have becount set the	ir hands and seals this	day of
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ATTORNEYS AT LAW		
BLOOMINGDALE, IL 60108	- Tanana	
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	whose names are subscribed to the loregoing instrument	s as such
Vice President and		
on are personally known to me to be the same persons vertexity, respectively, appeared before me this day in person own free and voluntary act and as the free and voluntary act.  - corporation, did affix the corporate seal of said corporati	in and acknowledged that they sighed and delivered the sary act of said corporation, for the uses and purposes there	

\_day of\_

**Notary Public** 

Given under my hand and notarial seal this \_\_\_\_

Commission expires

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## RIDER A

THE RIDER is attached to and made a part of a certain contract obtiles of AGREEMENT FOR DEED executed by and between BARBARA CARDA as Purchaser and COLOMBA STORELLI as Sellers this 2774 day of June 1991.

noneulth the parties agree as follows:

- 1. The Punchase price shall be \$53,000.00 payable as
- A. Farmer money of \$1,000.00 heretofore paid by Purchasers to Sellera and Seld for the mutual benefit of the parties by the Max associates Peal Estate.
- R. The recomplicated by Purchaser without Lender Approval of all principal sums due and owing (and not otherwise delinquent, overdue. "late", or otherwise in default) to HOME SAVINGS OF AMERICA Mortgage (company as evidence by a certain mortgage dated HOME IS, 1990) and recorded JOME 22, 1990 as Document # 90299322\_to HOME SAVINGS OF AMERICA F.A. made by COLOMBA STORELLI, a epineter in the original amount of \$41,000.00\_. Said Mortgage securing a note of equal date and amount to said Mortgage company.
- the balance of funds remaining after items in A & B above have been subtracted from \$53,000.00 shall be due upon signing this Rider less any progrations of credits due Buyer and seller.
- the balance of the purchase price shall be paid in full on an before July 1st 1996.

  Said payment shall be considered made upon the occurrence of either of the following events: a) Purchaser shall pay the mortdage in paragraph 1(b) in full and obtain a release thereof on b) Furchasers assumes the mortgage in paragraph a(b) with the consent of the then mortgage (and/or note) holder with or without the release of Sellers from said mortgage responsibility.
- the holder In the event of the Note/Mortgage paragraph 1 (b) above accelerates payment thereof due to execution of this Rider of the Agreement of which it is part, it shall be furchasers option to do one of the following: Relimince the subject property and pay the above stated mortgage in full. All costs of refinancing will be Purchasers expense. (2) Sell the subject property and pay the above stated mortgage All costs normally associated with the sale in full. Otherwise pay the estate will be Purchasers expense. (3) mortgage stated in 1(b) above in full.

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- a. In the event furchaser is unable to achieve one of the above options within 90 days of receipt of written notice from the Lender of its intent to accelerate the payment for reasons associated with the Rider or the Agreement to which it is attached, Seller shall have the option of either: (A) the costs of said refinance chall be paid by Purchaser) or (B) Otherwise paying the loam in full.
- 5. Purchasers agree to execute an ESCROW with CHICAGO TITLE as Trust company at closing that is identical to that attached hereto and made a part hereof, costs of said Trust to be split equally between the parties hereto.
- is altached small be recorded with the recorder of Deeds, is the property county at Purchasers expense.

refuned this 27 "day of June , 1991.

Purchisers

SELLERS