AGREEMENT FOR DEED by and between Bank One, LaGrange, formerly known as First Illinois Bank and Trust, as Trustee under Trust Agreement dated April 17, 1990, known as Trust Number 9826, as Seller, and Stephen Zdunek and Janice Zdunek, his wife, as Purchasers (hereinafter collectively referred to as the "Purchaser.")

If Purchaser shall make the payments and perform all of the covenants and conditions hereinafter mentioned on his part to be made and performed, Seller agrees to sell and convey or cause to be conveyed to Purchaser by a recordable, stamped Trustee's deed with release of homestead rights, the following described premises, subject only to the following "permitted exceptions", if any (a) general real estate taxes for the year 1992 and subsequent years; (b) special assessments confirmed after June 1, 1992, (c) building, building line and use or occupancy restrictions conditions and covenants of record; (d) zoning laws and ordinances; (e) easements for public utilities; (f) installments of assessments due after the date of closing; and (g) acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser.

See legal description attached as Exhibit A, commonly known 63 Stone Creek Dr., in the Village of Lemont, County of Cook, State of Illinois. Permanent Index #22-24-307-002.

Purchaser agrees to purchase the premises and to pay to Seller or Seller's agents at such place as Seller may direct in writing, as the purchase price therefore the sum of One Hundred Eighteen Thousand Dollars (\$118,000.00) in the manner following:

Purchaser has paid \$5,000.00 as earnest money to be applied on the purchase price. The eirnest money shall be held by Lecas Real Estate for the mutual than fitting the parties TRAN 7608 06/19/92 14137100 concurred;

II. Down Payment

The sum of Seventy Thousand Dollers (\$70,000.) (a) upon the closing of the sale; 50446737

III. Balance

of Forty-Three Thousand Dollars The balance (\$43,000.00) and interest from the date of closing, on the balance of principal remaining from time to time unpaid at the rate of eight percent (8%) per annum, amortized over twenty-five (25) years with a balloon payment of \$43,000.00 due on Jule 17, 1994, plus any accrued interest; interest only shall be payable quarterly (December 17, March 17, June 17, September 17) each year and commencing on September 17, 1992, in consecutive installments of EIGHT HUNDRED SIXTY and DOLLARS (\$860.01) as provided by 01/100 schedule on the interest payable in amortization arrears. Such quarterly installments shall continue until. sooner paid, June 17,

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- (a) Buyer shall pay Forty Dollars (\$40.00) late fee if Seller receives the aforementioned payment after the tenth (10th) day of the month in which said payment was due to Seller
- (b) The right to prepay the balance due in whole or in part without penalty is reserved to the Purchaser.

1. Title

Seller warrants and represents that the title to the aforesaid property is merchantable subject only to the exceptions listed on page one (1) of this hypgement.

2. Seller's Remedies

If Purchaser shall fail to make any payments due hereunder or shall fail to perform any of the provisions of this agreement, the Seller shall, at its option, upon giving thirty (30) days' written notice, have any and all of the following remedies:

- (a) Maintain an action for any unpaid installments;
- (b) Declare the entire balance of the purchase price immediately due and payable and maintain an action for such amount;
- (c) Forfeit the Purchasur's interest under this Agreement and retain all some paid as liquidated damages in full satisfaction of any claim against Purchaser, and upon Purchaser's failure to surrender possession, maintain an action for possession under the Forcible Detainer Act, subject to the rights as provided in that Act; and
- (d) Any other remedy available at law or in equity.

As additional security in the event of default, Purchaser 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 a receiver.

As additional security in the event of default, Purchaser agrees to place in escrow with Attorney Alan John Forest a reconveyance quit claim deed which is to be given to Seller if Purchaser fails to cure any default hereunder within thirty (30) days of being given written notice of default, and Purchaser shall thereafter forfeit any and all interest in the premises. Seller shall place in escrow with Attorney Margaret A. Bennett a duly executed Warranty Deed and Bill of Sale to be given to Purchaser upon

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payment of all sums due hereunder and compliance with all covenants herein. Said deed and bill of sale shall be returned to Seller in the event of any default of Purchaser hereunder.

If default is based upon the failure to pay taxes, assessments; insurance or liens, the Seller may elect to make payments and add the amounts to the principal balance due.

Any waiver of a default or any election of remedy as to a prior default shall not limit Seller's rights regarding further defaults.

Purchaser shall pay all reasonable Attorneys' fees and costs incurred by Seller in enforcing the terms and provision of this Agreement, including forfeiture, or in defending any proceeding to which Seller is made a party defendant as a result of Purchaser's acts or omissions.

3. Purchasers' Remedies

If Seller shall fail to perform any of the provisions of this agreement, the Purchaser shall have all remedies available at low or in equity. Seller shall pay all reasonable attoricys' fees and costs incurred by Purchaser in enforcing the terms and provisions of this Agreement, or in defending any proceeding to which Purchaser is made a party defendant as a result of Seller's acts or omissions.

4. Condition of Premises

The beneficiaries of Bank One. LaGrange Trust 9826, dated April 17, 1990, expressly warrant that they have no knowledge of any environmental conditions that would adversely affect the property and has not stored or dusped any hazardous substances on said property.

5. Ordinance Violations

Seller expressly warrants to Purchaser that he has no knowledge or notice from any city, village, or other governmental authority of a federal or state statute or municipal ordinance code or law violation which existed on the property herein described, which has not been cured, before this Agreement was executed. Seller, his principal, or his agents further warrants that he has not received within ten (10) years of the date of execution of this Agreement any notice of said violation.

6. Insurance

Purchaser shall keep the property insured for liability with a company, or companies, reasonably acceptable to Seller in an amount of not less than \$500,000.00/\$1,000,000.00.

7. Use

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Purchaser covenants and agrees that he will not use or permit any person to use said premises, or any part thereof, for any use or purpose in violation of the laws of the United States of America, the State of Illinois; or ordinances or regulations of the Village of Lemont; any department thereof, or any other lawful authorities, to which said real estate is subject. That Purchaser further covenants and agrees until the entire purchase price shall be fully paid and this contract fully performed by the Purchaser, he will keep the property safe, and in good condition. Purchaser will save and hold harmless the Seller and said premises from and against all liens or claims for material or labor, or noth, and will not permit or suffer any liens to arise or corrue against said premises or the Seller or the interest of the Purchaser under this Agreement: Purchaser will not suffer or permit anything to diminish the value of the aforesaid premises. The Purchaser further covenants and agrees to save,

protect and hold harmless the Seller against any loss, damage, cost or expense, by reason of any accident, loss or damage resulting to person or property by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of or accruing out of any act or thing done or omitted to be done upon the said premises or any building at any time situated thereon.

8. Possession

Purchaser shall receive possession of premises at closing.

9. Maintenance

Purchaser shall keep the grounds in as good condition as they are now. Purchaser shall not store or use hazardous substances on the property. Purchaser shall pay any assessments relating to the property from and eiter the closing date.

10. Taxes and Insurance

- A. Purchaser agrees to pay the real estate taxes and insurance premiums on said premises as said taxes and insurance premiums become due, commencing with the first installment of the 1992 taxes and insurance as of the closing date. Purchaser agrees to pay and be responsible for all real estate taxes and shall show Seller evidence of same within 30 days of date said taxes were due.
- B. The 1992 real estate taxes shall be reprorated upon issuance of the actual real estate tax bill issue

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in 1993. Seller shall reprorate said bill within 30 days after receipt of written notice from Purchaser.

11. Second Installment of Real Estate Taxes for 1991

General taxes for the second installment of 1991 are to be paid by Seller at the closing, if available or when due and will provide evidence of payment to Purchaser within 30 days.

12. Notices

All notices required to be given under this contract chall be construed to mean notice in writing, signed by or on behalf of the party giving the same, and the same may be served upon the other party and his attorney personally or by certified or registered mail, return receipt requested, to the parties at the addresses herein set forth. Notices shall be deemed to be received five (5) days after mailing.

13. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the hairs, executors, administrators and successors of the Seller and Purchaser.

14. Nomenclature

Unless the provisions of this Agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.

15. Time of Essence

Time is of the essence of this Agreement.

16. Assignment

The Purchaser shall not transfer, pledge, assign, or alienate in any way this Agreement or any interest herein or hereunder, without first obtaining the prior written consent from the Seller, which consent shall not be unreasonably withheld; nor shall the Purchaser lease the premises, or any part thereof, or consent to or approve any sublease or reassignment of lease thereof, without first obtaining the prior written consent of the Seller, which consent shall not be unreasonably withheld. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith shall vest no right, title or interest herein or hereunder, or in the said premises in

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any such transferee, pledgee, assignee, lessee or sublessee, but Seller may, at Seller's exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to the forfeiture hereof.

17. Purchaser's Interest

No right, title or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Purchaser until said trustee's deed, as herein provided, shall be delivered to the Purchaser.

- 18. Seller shall not execute or obtain a mortgage or trust deed against the title to the premises.
- 19. Purchaser acknowledges that he has received a title insurance commitment and survey for the premises on or before the date of closing at Sellers' expense. Any further title evidence and survey desired by Purchaser shall be obtained by Purchaser at his sole cost and expense.
- 20. The terms and conditions of these Articles of Agreement for beed supersede the terms of that certain real estate sale, contract entered into by and between the parties hereto lated May 11, 1992, and if a conflict between the two arises, the terms hereof shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this <a href="https://line.ncb.new.ncb.

SELLER:

BANK ONE, LA GRANGE f/k/a

FIRST ILLINOIS BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 17, 1990, AND KNOWN AS TRUST NUMBER 9826

Ru :

Land Arust Officer

Attest: Vatraci

Trust Officer

PURCHASER

STEPHEN ZDUNEK

SANICE ZOUNEK

ATTOKNES

This instrument is executed by BANK ONE, LA GRANGE, not personally but acley as Trustee, under the provisions of a deed or deeds in Trust duty recorded and different to UANK ONE. LA GRANGE in pursuance of a Trust Agreement, dated 1972, and known as Trust No. 1972, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, precisions, slipulations, coverages and conditions to be performed hereunder (whether or not the same are expressed in the terms of coverant, principle or agreements) by BANK ONE, LA GRANGE are undertaken by it solely as Trustee, as aforesald, and not individually and no personal liability shall be asserted or be enforceable against BANK ONE, LA GRANGE by reason of the terms, provisions, stipulations, coverants and conditions contained to the terms.

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STATE OF ILLINOIS SS COUNTY OF Duface

I, the undersigned, a Notary Public in and for said in the State aforesaid, DO HEREBY CERTIFY that STEPHEN County, ZDUNEK and JANET ZDUNEK, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

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

June, 1992.

'OFFICIAL SEAL" MARGARET A. BENNETT NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/24/84

Commission Expires:

STATE OF ILLINOIS

COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for the County and State aforeseio, DO HEREBY CERTIFY, that Ruth Reid Assistant Assistant , Translated and Patrice B. Grant , Translated Secretary of BANK ONE, LACRANGE (formerly known as First Illinois Bank and Trust) personally known to me to be the same persons whose names are subscribed to the foregoing instrument such *AssociationtxxxxXidascrBassifent and**AssidasantxxxSecuateaxxxxx respectively, appeared before 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 Company for the usus and purposes therein set forth; and the said ** Assistant xx XX () etxary then and there corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and official, seal, this 15th day of June, 1992.

*Land Trust Officer **Trust Officer

MELISSA CHRISTIME PACITTI Notary Public

HOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. JULY 22,1995 Ommission Expires: 7-22-95

MAIL TO:

YOR CAMBRIDGE WAY

BULING BRUN , 166. KO 440

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EXHIBIT "A"

LOT 269 IN EQUESTRIAN ESTATES UNIT 16, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP Property of Cook Colling Clerk's Office 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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