UNOFFICIAL COPY

his form has been approved by the Real Critical Committee of the Durage County but Association for use by Lawyers only

ARTICLES OF AGREEMENT FOR DEED

1. BUYER Waldemar Tompo rowski Address 3249 N. Karlov St.
Chicago Cook County State of Illinois agrees to gun base, and Stiff R. National
Bank of Austin U/T/N 4222 Address 6400 W. North Ave., Chicago
Cook County, State of Illinois agrees to sell to Buver at the PLRCHAST PRICE of one hundred fifty
thousand Dollars (\$ 150,000.00 the PROPERTY commonly known as 4451 W. Belmont
Chicago, Illinois and legally described as follows. Lots 7 and 8 in Block 8 in E.G. Pauling's Belmont Avenue addition to Chicago in the east half of the northwest
quarter of section 27, township 40 north, range 13 east of the third principle
meridian, in Cook County Illinois.
P.T.N. 13-27-106-003
13-27-106-002
(hereinalter reterred to as "the premises")
with approximate lot dimensions of
All of the foregoing trans tall be left on the premises, are included in the sale price, and shalf be transferred to the Buyer by a Biff of Sale at the time of final closing.
2. THE DEED: a. If the Buyer shall first make, if the payments and perform all the covenants and agreements in this agreement required to be made.
a. If the Buyer shall tirst make, it is payments and perform all the Covenants and acceptant this agreement required to enter and performed by said Buyer, at the time and in the manner hereinater set forth, Seller shall convey or cause to be conveyed to Buyer (in joint renaicy) or his nominee, by a recordable, stamped general <u>Fristees</u> deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," it anser all General real istate taxes not yet due and payable; (b) Special assessments contriver a erithis centract date, ic) Building, building line and use of occupancy restrictions, conditions and covenants of record. (d) Zoning least and ordinances, (e) Easements for public utilities. (f) Drainage ditches, freeders, laterals and drain tife, pipe or other conduit, (g) If the proprior is other than a detached single-tamils home party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominum, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominum or amendments thereto, if any, limitations and conditions imposed as the illinois Condominum Property. Act, if applicable, installments of assessments due after the time of possession and easements established pursuant to the declaration of condominum. The performance of all the covenants and condition by rein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.
3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees on is to Seller at 4270 Marquette Drive, Poplar
TL 61065 or to such other person or at such other place as Seller may from time to time designate in writing.
the purchase price and interest on the balance of the purchase price in uning from time to time unpaid from the date of initial closing at the rate of ten percent (20%) per annum, all payable in the manner following to with
(a) Buyer has paid \$ fifteen thousand dollars
Undicate check and/or note and due date) (and will pay withinday; the additional sum of \$) as namest
money to be applied on the purchase price. The earnest money shall be held by EFA Blue Chip Realty for the mutual benefit of the parties concerned.
(b) At the time of the initial closing, the additional sum of \$15,000,00, plus or runus projections, if any as is bereinatter provided,
120,000.00
(c) The balance of the purchase price to with a second price to with a second price on the second price of the purchase price to with a second price on the second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase price to with a second price of the purchase pr
(c) The balance of the purchase price, to wit \$\frac{120,000.00}{\text{monthly}}\text{to be paid in equal monthly} \text{installments of \$\frac{1,289.53}{\text{to be paid in equal monthly}}\text{each, commencing on the firstally of February}, 19\frac{92}{and on the first day of each monthly monthly equal to be paid in full monthly and the first day of each monthly each mont
("Insultment rouments")
(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as have matter provided at not sooner
paid shall be due on the first day of January 19 97 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(e) All payments received hereunder shall be applied in the following order of priority: tirst, to interest account and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which state quent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said 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 the light of survivorship
4. CLOSINGS: The "initial closing" shall occur on January 17 1992, for on the date, if any, to which said date is
extended by reason of subparagraph 8 (b) at TEOF_11E16 "Tinal closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.
5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on <u>January 17</u> , 19 <u>92</u> , provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.
6. PRIOR MORTGAGES:

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、大学的社会企业,在主动的工程的工程的工程的工程的工程的工程,并不是有关的工程的工程的工程的工程的工程的工程的工程的工程的工程的工程的工程的工程的工程的
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 survey.

元子文章を主義の表現の表現で、京本文章を含める大学の大学の大学の大学の大学の大学の大学の大学のでは、
7. SURVEY: Prior to the initial closing, beller 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 existing as of this contract date and all easements and building lines. Un 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.)

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Seller to be enjoyed or performed beteunder and such

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

- 30. RECORDING: The parties shalf 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 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 hereof. Whenever the context requires or permire, 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.
- 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to 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 "Buser" 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.
- 36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or it seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buser or his attorney on or before January 31, 1992 of , otherwise at the Buyer's option this Agreement shall become null and void and 37. REAL ESTATE PROXER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Blue Chir FRA Realty and...

Seller shall pay the brokerage 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 herety lave hereunto set their hands and seals this

19 92 SEMER: Hus instrument prepared by

Thomas A. Mavridis 227 N. Walnut St. Itasca, Il. 601/3

STATE OF JELLNOIS COUNTY OF Hake

January

I, the undersigned, a Notary Public in and for said County, in the State afcresaid, DO HEREBY CERTIFY that Libitationals EDM POCOLUS _ personally known to me to be (h) same person_ _whose name_ personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that to signed, sealed and delivered the said instrument as a loss and subscribed to the uses and purpose necessary to the

Civen under my hand and Citada SEA bis / Zagay of 2 Pam Volk

Notary Public, State of Illinois My Commission Expires 12/10/94 Commission Commission of the C

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STATE OF ILLINOIS COUNT OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTH on a case where one _ personally known to me to be the same persons subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that........... signed is alled and delivered

the said instrument as a tree and voluntary act, for the uses and purposes therein set forth , 400 Given under my hand and official seal, this_ _ , 19

92049300 Commission expires 1992 JAN 27 AT 10: 25 STATE OF ILUNOIS)

COUNTY OF Cook Barbara A. Jankowski a Notary Public in and for said County, in the State aforesaid, do Rudolph C. Schoppe hereby certify that _

Austin Bank of Chicago Vice President of _ and ... 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 meithis 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

Vice President Secretary then and there acknowledged that he, as custodian of the corporation, did aftix the corporate seal of said corporation to said instrument as his own tee and voluntars act and as the tree and

foluntary act of said corporation, for the uses and purposes therein set forth.

OFFICEATE underly hand aget notatial seal this 17ths of BARBARA A. JANKOWSKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 15/2/92

XXXXXXXXXXXX

fait No right, title, or interest, legal or equitable, in the penases described herein, or in any part thereof, shall sest in the Buyer until the Deed, as herein provided, shall be defisioned to the Buyer.

the fact the event of the termination of this Agreement by Japse of time, fortenure or otherwise, all improvements, whether finished or untimbed, whether installed or constructed on or about said premises by the Buver or others shall belong to and become the properts 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 aforesaid, or any part thereof, shall contain an express, full and

complete waive, as if celease of any and all tien or claim of lien against the subject premises, and no contract or agreement, or all 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 part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller,

(a) If Buyer (If default, in failing to pay when due any single installment or payment required to be made to Seller under the terms of (a) If Buyer (If default in Jading to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and syloid Jadit is not cured within ten (30) days of written notice to Buyer, or (2) defaults in the performance of any other covenant or agreement, he reo and such default is not cured by Buyer within thirty (30) days after written notice to Buyer funless the default involves a dangerou, condition which shall be cured torthwith. Seller may treat such a detault as a breach of this Agreement and Seller shall have any one or mele 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 inclaiments, (ii) declare the entire balance due and maintain an action for soch amount, (iii) forficit the Buyer's interest under this Agreement and return all sums paid as liquidated 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 Defauer Act, subject to the rights of Buyer to reinstate as provided in (iii) Act of the same to Seller all annual times and effects to be her right as a defauer to reinstate as provided in a Act of the same to Seller all annual times and effects to be her right as the point of the same to sall annual times and effects to be her right as a defauer to reinstate as provided in a Act of the same to Seller all annual times.

thi As additional security in the event of the Royer assigns to Seller all unpaid inits, and all cents which accerie thereafter, and in addition to the remedies provided above and incomposition 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 tixes, assessments, insurance, or helps, seller may electromake such payments and add the amount to the principal balance due, which are the principal balance due, the principal balanc
- (d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due beteunder which Seller elects to accept after the date the sum was flue.
- after the date the sum was the

 (e) Anything contained in subparagraphs (a) through (d) 19 the contrary notwithstanding, this Agreement shall not be fortested and determined, if within 20 days after such written notice of diault, Buyer tenders to Selfer the entire unpaid principal balance of the Purchase Price and accorded interest their ourstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under the Agreement.

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney sities and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending in 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 Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waise any other right or remedy allowed by less unless the fittally waised on this Agreeent. (2) no waiser of any breach of details of either party hereunder shall be implied from any omission for the other party to take any action on account of any similar or different breach or details; the payment or acceptance of money after it alls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession here ander, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not runsiste, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly y laive.

23. NOTICES: All note or required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the pairs giving the same, and the same may be served upon the other parts or his agent glass halfy or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph to all to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or I imoval of the substantial portion of Buyer's personal property with installments being paid, and in nither case, reason to believe Buyer has societ the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises in Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20. Seller may, out need not, enter upon the premises and zero. Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outlight or on terios similar to those contained in this Agreement with allowance for their existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any ner and property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to delier without additional navinent by Seller to Buyer. ditional 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 refated to Seller's interest in the one was a

26, CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each mustin 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 antil 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 bettein or betteinder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted solution or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall yest no right, title or interest berein or hereunder, or in the said premises or any such transferee, pledgee, assignee, lessee or sub-lesses, but Selfer may, at seller's option, declare this Agreement null and yord and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance atoresaid 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 hermunder 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 torthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a nutrently 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. I pon 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 the delivery of the cent 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 offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and seller shall be equive and turnsh such real estate transfer delivations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or Counts law 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 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 per-

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

8. HTTE:

At least one. It business day prior to the initial closing. Seller shall furnish or cause to be turnished to Busin at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company beenseld to do business in thinois, to issue a contract purchaser's title insurance polics on the current form of American fund fitle Association Owner's Policy for equivalent polics) in the amount of the purchase price covering the date business, subsectionly to 41 the general exceptions contained in the policy, unless the real estate is improved with a single tamily dwelling or an apartise to only to 41 the general exceptions contained in the policy, unless the real estate is improved with a single tamily dwelling or an apartise building of tour or fewer residential units. (2) the "permitted exceptions" set touth in paragraph 5, (4) other fulle exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Bover, or those claiming by, through or under the Bover.

did the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) dass from the date of delivers thereof to have the said exceptions waived, or to have the title insurer committed exceptions and the initial closing shall be delayed, if necessary, during said 30 das period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, its 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 pure have price liens or enrumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become rull and void, without further action of the parties, and all monies paid by Buyer bereunder shall be returned.

- to Every title commitment which conforms with subpatagraph. (a)" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.
- (d) It a Special Tax Search, Len Search, a Judgment Search or the title commitment disclose judgments against the Buser which may become liets, the Seiler may declare this Agreement null and void and all earnest money shall be forfeited by the Buses.
- (e) Buyer's taking possession of the premises shall be conclusive evidence that Boyer in all respects accepts and its satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pennies as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof except that Seller shall semove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or lady ments against the Seller between the initial closing and the final closing.
- 9. AFFIDAVIT OF THELE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Fille, 2. AFFIDAVITOR 17-12: Seller shall turnish buyer at or prior to the initial closing and, again, pede to final closing with an Affidavit of fille, covering said dates, se specified in those permitted exceptions sell forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, it ans, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the propert, it is did not trust, the Affidavit of Title required to be turnished by Seller shall be signed by the Trustee and the beneficiary or benefic, ties of said Trust. All passes shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as a considerance of required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

10. HOMEOWNER'S ASSUCENTIAL IN:

(a) In the event the premise, are subject to a townhouse, condominium or other homeowner's association, seller shall, prior to the initial closing, furnish Buyer a statement in the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, process, 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.

- (b) The Buyer shall comply with any coveriants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any ar incable association.
- 11. PROBATIONS: Insurance premiums, general days, association assessments and, if final meter readings cannot be obtained, water and other untimes shall be adjusted ratably as of the larger right of constructions. Real education to the year of possession shall be provided as of the office of initial closing water and provided as of the larger right of the provided as of the construction of the provided as of the provided as of the construction of the provided as of the construction of the provided as of the construction of the provided as of the provided as

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12. ESCROW CLOSING: At the election of Seller or Bu'er, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the corresponding to the terms of the made through excross with a title company, bank or other institution or an attorney licensed to do insenses or to practice in the State of Illinois in accordance with the general provisions of an excross trust covering articles of agreement, or dend consistent with the terms of this Agreement. Upon creation of such an excross, anything in this Agreement to the contrary notwithsty iding installments or passments use these after and delivery of the Deed shall be made through excross. The cost of the excross including in an illary money lender's excross, shall be paid by the party requesting it.

13. SELLEK'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no nonce from any cits valide or other governmental authority of a dwelling code violation which existed in the dwelling structure on the priomises become described by the Seller, bis principal or his agent within ren (10) years of the date of execution of this Agreement was executed that been received by the Seller, bis principal or his agent within ren (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveved, including but not limited to the following, are in operating conditions all mechanical equipment, hearing and cooling equipment, water heartest and softeners; septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be consistered to the Buyer. Upon the Buyer's request prior to the time of possession, seller shall demonstrate to the Buyer of his representative all said equipment and opin receipt of written notice of deficiency shall promptly and all seller's expense correct the deficiency. In 19th ABSINCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIALD FOR INITIAL CLOSING IT SHALL BE CONCILLED THAT THE CONDITION OF THE BUYER PRIOR TO THE DATE SPECIALD FOR INITIAL CLOSING IT SHALL BE CONCILLED THAT THE CONDITION OF THE ABOVE FOR IPMENT IS SATISFACTORY TO THE AND THE SILLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO

- (c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property of to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.
- 14. BUYER TO MAINTAIN: Buyer shall keep the improxements on premises and the grounds in as good impair and condition as they now are, ordinate wear and fear excepted. Buyer shall make all inecessary repairs and renewals upon said premises including by was of example and not of limitation, interior and exterior painting and decorating window glass, heating sential ng and air conditioning equipment, plumbing and electrical systems and fixtures, root, masones including chimness and fixeplaces etc. It now ever, the said premises shall not be thus kept in good repair, and fix a clean, sightly, and healthy condition by Buyer, Seller may eith or (a) interior same, himself, or by their agents, servaors, or employees, without such entering causing or constituting a termination of this Agree in ordinary in ordinal interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said are meaning good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to seller, as so much additional purchase price tech the premises the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition, or it, instity the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice texcept as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said make, then, beller may assure in seller may assure in seller may elect it any, from those that are by this Agreement or at law or equity provided.
- \$5. FIXTURES AND EQUIPMENT: At the time of delivery or 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 fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the princhase price is made, none of such personal property, fix tures or equipment shall be remiseed from the premises without the prior written consent of the Seller.

16. INSURANCE:

16. INSURANCE:

(a) Buyer shall from and atter the time specified in paragraph 5 for possesion keep insured against loss or damage by tire or other casuality, the improvements now and hereaster erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowness form 3 ("HOO3") and, also, flood insurance where applicable, with consense 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 mortgages or trustee, it ans, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when the parties hereto and the interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when the parties hereto and the interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon. when due

(b) In case or loss of or damage to such improvements, whether before or after possession is given bereunder, 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 reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or till 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 impaid 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, tees, tiens, 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 heretofore due and to furnish Seller with the original or duplicate receipts rherefore.