NOTALIMENT AGREEMENT

	Stake out all but one of the clauses (a), (b) and (c).
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All Lui pun souri su ne soure buce nuc nuce nuce nuce nuce buce si ne buce si nuce buce si nuce nuce nuce nuce nuce nuce nuce nuce	the delivery of the deed aforesaid by Solier, or until the full primanner herein provided.
mises, or any part thereof, shall vest in Purchaser until,	7. No right, title or interest, legal or equitable, in the pre-
the highliggest of any part thereof, for any proposed	null and void, at the election of Seller; and Purchaser will not lea without Seller's written consent.
inder or in the premises, but shall render this contract	transleree or assignee any right, title or interest herein or hereu
or any interest inerein, without the previous written it such previous written consent, shall not vest in the	6. Purchaser shall not transfer or assign this ngreement consent of Transfer, without
	be retained by Seller.
improvements shall be promptly delivered to and may	contain such express waiver or release of lien upon the part of t
airs or improvements upon the premises, unless it shall	or agreement, oral or written, shall be made by Purchaser for repa
	Lull and complete waiver and release of any and all lien or clair
	which shall or may be superior to the rights of Seller.
	4. Purchase prince finited and and purchase to beneat when
interest at cicht per cent per annum until paid.	waste Seller may elect to make such repairs or climinate such with the purchase price immediately due and payable to Seller, with
ails to make any such repairs or suffers or commits	nor commit any waste on or to the premises, and if Purchaser fa
	3. Purchaser shall keep the buildings and improvements
payment thereof,	pertaining to the premises that become payable on or after the chaser shall deliver to Seller duplicate receipts showing timely
y and all taxes and installments of special assessments	2. Purchaser shall pay before accrual of any penalty an
' O.	then it totales our manual talanced in terms (1)
048201 CE	ing and zoning laws and ordinances; (1) Roads, highways, streets and alleys, if any;
netions, conditions and (xy) nants of record, and build-	(e) Building, building line and use or occupancy resti
	(a) Easements of record and party-walls and party-
	(b) жиникимимимимимими святимимимимимимимимимимимимимимимимимимим
0.	special taxes levied after the date hereof;
sequent year and all taxes, special assessments and	1. The conveyance to be made by Seller shall be expres
	It is further expressly understood and agreed between the
	to such that having of the amount of the most recent ascertain
I Vieunal mort belatory od of etc. 2.421 1854 and to	herein for delivery of possession of the premises. General taxes is as such date for delivery of possession, and if the amount of su
be adjusted pro rata as of the date provided	Rents, water taxes, insurance premiums and other similar in
	this agreement.
" blovided that Purchaser is not then in detault under	
, provided that Purchaser is not then in default under	0,
	Possession of the premises shall be delivered to Purchaser
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Sniaof2 no	Possession of the premises shall be delivered to Purchaser
nonthly closing	month therestter with the Final Sayment due no SEE RIDER ATTACHED. with interest at the rate of 8 per cent per summanyable on the whole sum temaining from time to time u spend. Possession of the premises shall be delivered to Purchaser of the whole sum temaining from time to time u spend.
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- 8. No extension, claim to profife ton or art numerty or of his agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of an extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.
- 9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

 Installments of

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

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

12. In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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

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

otherwise, with the exercise of the right of forfeiture, or any other right herein given.

- 16. Purchaser hereby irrevocal ty to stitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by pary, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this some with reference to such suit or action. If there he more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.
- 17. If there be more than one person designated he cho as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated herewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 6900 N. Leoti Avenue, Chicago, II. 60645

SIGNATURE RIDER EXECUTION BY TRUSTEE

THIS RIDER is attached to and made a part of ARTIGLES OF AGRICATION and RIDER

POR WARRANTY DEED DATED 5-17-93 , by and between

COLONIAL BANK, as Trustee as aforesaid ("Seller") and Frank C. Koch and Patricia

M. Koch ("Purchaser").

This Agreement is executed by the undersigned, COLONIAL BANK not incividually but solely as Trustee, as aforesaid, and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertakings or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of Trustee, including those as to title, are those of Trustee's beneficiary only. Any and all personal liability of COLONIAL BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

COLONIAL BANK as Trustee as aforesaid and not individually

Attest: Out officer

Assistant Secretary

INCOMES TO A STATE OF THE CASE	(1170	1 ;	13.1		· j)		4	· :	L	4	<u> </u>	3		<u>.</u>	ai I	F			N	J				!	!	1	
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Scaled and Delivered in the presence of

day and year first above written.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hand, and seals in duplicate, the

by the Seller, his principal or his agent within 10 years of the date of execution of this contract. 20. Seller warrants to Purchaser that no notice from any city, village of other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received

parties 19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective

Ptrobaser at 8149 Sugar Court, Nales, IL 60714, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. TILL COUNTY CLERT'S OFFICE

93435820

GEORGE E. COLE

TRUSTEES TO THE TRUSTEES TO TH	LEGAL FORMS
AGREEMENT, made this 17th day of May	
COLONIAL BANK & TRUST CO. of Chicago, as Trustee u/t/a dtd 2/24/78 km	own as Trust 122
FRANK C. KOCH and PATRICIA M. KOCH, his wife WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's warranty deed, with waiver of dower and homestead, subject to the matters hereinafter specificated in the County of Cook and State of Illinois described	covenants hereunder. recordable lied, the premises sit- as follows:
LOT 8 (EXCEPT THE WEST 48 FEET) IN BLOCK 4 IN THE SUBDIVISION OF WEST 10 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK ILLINOIS.	, rownship
THIS AGREEMENT IS SUBJECT TO RIDER WITH PARAGRAPHS 21 THROUGH 35.	
and Selier further agrees to furnish to Purchaser on or before	of the price, issued by Regional and Philadelph Properties described
Seller at 6900 N. Leo: 1 Ave., Chicago, IL 60646	ation at the office of
the price of THREE HUNDRED THICT SEVEN THOUSAND FIVE HUNDRED AND NO/100 - Dollars in the manner following, to-wir:	(\$337,500.00)
TWO THOUSAND FOUR HUNDRED SEVENT?-SIX and 48/100 DOLLARS OR MORE ON THE Kude and TWO THOUSAND FOUR HUNDRED SEVENTY-SIX and 48/100 Dollars on the month thereafter with the Final Payment due no later than the 15th day SEE RIDER ATTACHED.	ne 15th of each of May, 2000.
with interest at the rate of 8 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.	
Possession of the premises shall be delivered to Purchaser on closing	administration, secure that is a sign of think do I think of from the company of
provided that Purchaser is not	then in default under
this agreement. Rents, water taxes, insurance premiums and other similar items rie to be adjusted pro rate a	
herein for delivery of possession of the premises. General taxes for the year 19 22 are to be protected to such date for delivery of possession, and if the amount of such taxes is not then ascertainable	orated from January 1
be done on the basis of the amount of the most recent ascertainable taxe. It is further expressly understood and agreed between the parties helpfor that:	
1. The conveyance to be made by Sciler shall be expressly subject to the following:	
(a) General taxes for the year 1993 and subsequent years and all taxes, sp special taxes levied after the date hereof;	
(р) жилипишилипихихинески микиковиних хин лизинахинизи плинийх члях тил слинех н	MOCHN;

(c) The rights of all persons claiming by, through or under Purchaser;

(d) Easements of record and party-walls and party-wall agreements, if any;

(e) Building, building line and use or occupancy restrictions, conditions and covered of record, and building and zoning laws and ordinances; 954255.0

(f) Roads, highways, streets and alleys, if any;

- 2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
- Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at eight per cont per annum until paid.

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

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

^{*}Strike out all but one of the clauses (a), (b) and (c).

RIDER TO INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED DATED THE 17th DAY OF MAY, 1993 BETWEEN COLONIAL BANK & TRUST CO. OF CHICAGO, AS TRUSTEE u/t/a/ DATED 2/24/78 KNOWN AS TRUST 122 AS SELLER AND FRANK C. KOCH AND PATRICIA M. KOCH, HIS WIFE, PURCHASER

- 21. In addition to principal and interest, purchaser agrees each month to deposit with seller an amount equal to 1/12 of the annual real estate taxes, insurance premiums and water bills. Sellers will pay same when said bills are tendered by taxing bodies or insurance company, and will furnish purchaser with copies of paid bills or canceled checks.
- 22. Buyer and Seller are completing the sale of the premises commonly known is 6972 W. Belmont Avenue, Chicago, Illinois and legally described as:

THE WEST 46 PEET OF LOT 8 IN BLOCK 4 IN SUBDIVISION OF PART OF THE WEST 10 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEPIDIAN, IN COOK COUNTY, ILLINOIS.

In the event FRANK C. KOCH and PATRICIA M. KOCH sell, convey or Quit Claim said property, then, in that event, the full balance due at that time under this installment agreement for Trustee's Deed shall become due and payable

- 23. Seller presently has a mortgage due to Colonial Bank and Trust Co. in the amount of \$83,546.56 as of May 1, 1993. Seller will not permit said mortgage balance to exceed said amount during the term of this installment agreement, nor will Seller assign the beneficial interest of said Trust as collateral or otherwise.
- 24. Seller represents and warrants: (a) that he has received no notice of any pending special assessment from any governmental body in connection with the premises; and (b) that all equipment and appliances to be conveyed, including but not limited to the following, are in good working order; all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchaser. In the absence of written notice of any deficiency from the Purchaser prior to the delivery of possession it shall be concluded that the condition of the above equipment is satisfactory to the Purchaser and the Seller shall have no further responsibility with reference thereto.

Property of Cook County Clerk's Office

- 25. Purchaser shall make no alterations or additions to the apartment building without the prior written approval of the Seller. This limitation does not apply to alterations, additions of installations in the normal course of maintenance which in no single instance shall exceed \$1,500.00. All such alterations and installations shall remain as part of the apartment building unless Seller otherwise elects.
- 26. Purchaser shall have the right to prepay any and all amounts due under this Installment Agreement for Trustee's Deed at any time without penalty.
- 27 Any additional title expenses that result when the balloon rayment is due are the sole responsibility of the Purchaser provided that Seller shall pay cost of state and county real estate transfer tax and cost of obtaining and recording a release of the mortgage.
- 28. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, Seller shall give purchaser written demand to cure said defaults. Furchaser shall have not less than fourteen (14) days from the date of the receipt of such demand by Seller to cure said defaults during which time Seller agrees not to seek or enforce any rights or remedies, hereunder. If all said defaults are not cured within said 14-day period, Seller shall have the right to exercise all remedies available to him hereunder and under applicable law.
- 29. Purchaser shall have the right to declare the payment of real estate taxes and water bills on his income tax return and receive the benefit of tax deductions for same.
- 30. Seller will provide Purchaser with Bill of Sale, plat of survey at closing.
- 31. Seller will tender in escrow with George J. Hennig a signed Direction to Convey, Assignment of Beneficial Interest, Affidavit of Title, Revenue Declarations for State and County and ALTA Statements in duplicate. Mr. Hennig will hold all documents until Purchaser tenders final payment.
- 32. At closing Purchaser shall receive a credit for 1993 taxes prorated to closing and Seller shall receive a like credit as a reserve for payment. Said reserve shall be increased by all tax payments made pursuant to Paragraph 21, and decreased by taxes actually paid, and the balance in the reserve shall be paid or credited to Purchaser at the time of final payment. Seller shall pay 1992 tax when due.

SIGNATURE RIDER EXECUTION BY TRUSTEE

THIS RIDER is attached to and made a part of ARTICLES OF AGREEMENT and RIDER

FOR WARRANTY DEED DATED 5-17-93 , by and between

COLONIAL BANK, as Trustee as aforesaid ("Seller") and Frank C. Koch and Patricia

M. Koch ("Purchaser").

This Agreement is executed by the undersigned, COLONIAL BANK not individually but solely as Trustee, as aforesaid, and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trastee on account of any undertakings or agreement herein contained, either expressed or implied, or . for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of Trustee, including those as to title, are those of Trustee's beneficiary only. Any and all personal liability of COLONIAL BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

under Trust #122

COLONIAL BANK as Trustee as aforesaid

and not individually

By Trust Office

Attest:_

Assistant Secretary

- 33. Purchaser or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Installment Agreement, including forfeiture or specific performance, in defending any proceeding to which Purchaser or Seller is made a party and to any legal proceedings as a result of the acts or omissions of the other party.
- 34. Either party hereto may record this Installment Agreement or a memorandum thereof.
- 35. The provisions of this Addendum shall control and supersede any of the provisions in the Installment Agreement to which this Addendum is attached which are contrary to or in conflict with same.

IN WITHERS WHEREOF, the parties to this Installment Agreement have hereunto set their hands and seals the day and year first above written.

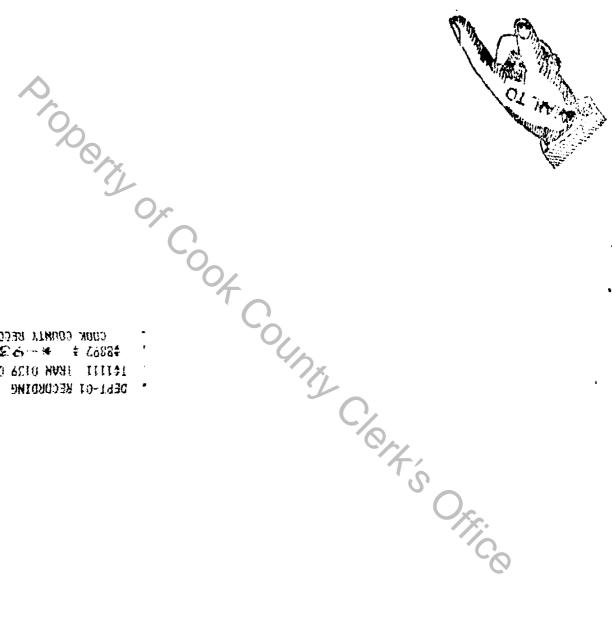
SELLERS:

PURCHASERS:

not porsonally but school as following

Patricia M. Kech

GEORGE J. HENNIG 17 W WAShirdion St. #505 Chicato, Ic 60602 OT JIAM



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