INSTALLMENT AGREEMENT
FOR ~~WARRANTY DEED~~ TRUSTEE'S DEED
(ILLINOIS)

No. 74
April, 1990

93043890

GEORGE E. COLE®
LEGAL FORMS

**THIS IS A CORRECTIVE AGREEMENT CORRECTING AGREEMENT RECORDED AS DOC. 92642437

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 1st day of November, 19 92, between Beverly Trust Company as Trustee under Trust Agreement dated May 11, 1990 a/k/a Trust Number 74-2017, Seller, and

JAMES M. HALPIN, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's stamped recordable ~~warranty~~ trustee's deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

LOT 246 AND WEST 1/2 OF LOT 245 IN TOEPFER'S THORNWOOD SUBDIVISION A SUBDIVISION OF THE NORTH 3/4 OF WEST 1/2 OF SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED DATED AUGUST 8, 1944 AND RECORDED SEPTEMBER 26, 1944 IN BOOK 39325 PAGE 533 AS DOCUMENT 13363699 ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1956 AS DOCUMENT 16573860) IN COOK COUNTY, ILLINOIS.
c/k/a 71 Arrowhead, Thornton, Illinois 60476
Permanent Real Estate Tax ID No.: 29-27-406-025 & 29-27-406-028

and Seller further agrees to furnish to Purchaser on or before closing, ~~at~~, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Title One (Chicago Title Insurance) ~~(b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title~~*, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of John Van Gennep,

1112 East 159th Place, South Holland, IL 60473 2900

the price of 75,000.00 Dollars in the manner following, to-wit: $7,500.00 already paid as earnest money with the balance of $67,500.00 payable in bi-weekly installments of $250.73, which include principal and interest at 8 1/2% per annum for a total of 650 payments beginning on 11/1/92 and bi-weekly thereafter until 9/17/2017

~~with interest at the rate of per cent per annum payable on the whole sum remaining from time to time unpaid~~.

Possession of the premises shall be delivered to Purchaser on Purchaser is in possession as a tenant, provided that Purchaser is not then in default under this agreement.

~~Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for~~ delivery of possession of the premises. General taxes for the year 19 are ~~to be prorated from January 1~~ to such date for delivery of possession, and if the ~~amount of such taxes is not~~ then ascertainable the prorating shall be done on the basis of the ~~amount of the most recent ascertainable taxes~~.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1992 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; ~~(b) all installments of special assessments heretofore levied falling due after date hereof~~; (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 covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any;

through seller

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.~~

3. 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 15 per cent 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 Seller.

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 transferee 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 until the 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.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any 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. See rider attached hereto for additional insurance provisions.

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

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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 15 per cent per annum until paid.

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 liquidated 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. Purchaser 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 forfeiture 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 irrevocably constitutes 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 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 State with reference to such suit or action. If there be 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 herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, 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 c/o John Van Gennep, 1112 E. 159th Place, South Holland, IL 60473 or to Purchaser at 78 Arrowhead, Thornton, IL 60476, or to the last known address of either party, 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.

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 parties.

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

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

~~Sealed and Delivered in the presence of~~

See rider attached hereto which forms a part hereof

Beverly Trust Company as (SEAL)
Trustee under Trust Agreement (SEAL)
dated 5/21/90 a/k/a (SEAL)
(SEAL)
Trust #74-2077

James M. Halpin
James M. Halpin, Purchaser

By Rosemary Morgan
Authorized Trust Officer, as Trustee and not personally

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or executing of this document or anything therein contained, all such liability, if any, being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

Received on within Agreement the following sums

DATE	INTEREST	PRINCIPAL	RECEIVED BY

COOK COUNTY, ILLINOIS
FILED FOR RECORD
93 JAN 19 PM 1:44

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GEORGE E. COLE® LEGAL FORMS

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RIDER ATTACHED TO AND FORMING A PART OF THE INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED DATED NOVEMBER 1, 1992, BETWEEN BEVERLY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 11, 1990 A/K/A TRUST NUMBER 74-2017, SELLER; AND JAMES M. HALPIN, PURCHASER; OF THE PROPERTY COMMONLY KNOWN AS 71 ARROWHEAD, THORNTON, ILLINOIS 60476.

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22. To provide for payment of taxes and insurance premiums, stipulated to be paid hereunder, Purchaser shall deposit with Seller on November 1, 1992, and bi-weekly thereafter, an amount equal to 1/26th of the annual taxes levied against said premises, and 1/26th of the annual premium on all such insurance, as estimated by Seller. All such deposits as made are pledged as additional security for the payment of the purchase price. If default is made in payment of said deposits, Seller may charge the same to the unpaid balance of the purchase price, and the same shall bear interest at the rate of 15% per annum. As taxes become due and payable, and as insurance policies expire, or premiums thereon become due, Seller is authorized to use such deposits for the purpose of paying taxes, or renewing insurance policies, or paying premiums thereon. In the event any deficit shall exist, or the deposits are so reduced that the remaining deposits together with the bi-weekly deposits will not provide sufficient funds to pay the then current calendar years estimated taxes or the estimated insurance premium on the last day of said year, Seller may, at its option, either declare immediately due and payable or add to the unpaid balance of the purchase price secured hereby, such a sum which shall, together with the remaining deposits and bi-weekly deposits, provide sufficient funds to pay one years estimated taxes or insurance premium on the last day of said year. The parties presently acknowledge and agree that $80.00 bi-weekly shall be sufficient at this time to cover the payment of taxes and insurance premiums.

23. In addition to the provisions respecting insurance in Paragraph 9 of the agreement, Purchaser hereby agrees to maintain, in the name of Seller and/or such other name as designated by Seller, liability insurance on the premises in limits of $300,000.00 for each person and $300,000.00 for each occurrence in a company approved by Seller. Purchaser hereby agrees to defend any lawsuit in which Seller and/or anyone acting under or through it is included as a defendant by reason of this Agreement, or by reason of holding legal title to the property.

24. Seller shall pay and be responsible for all real estate taxes and insurance costs through October 31, 1992. The seller shall pay the first installment of the 1992 real

estate taxes when due, and the second installment shall be prorated with the purchaser paying his share of said bill for the period from November 1, 1992 through December 31, 1992.

25. Upon the reasonable demand by Purchaser, Seller shall provide a statement of account showing contract balance due and monies in escrow account for taxes and insurance.

26. Purchaser shall pay for all water, taxes and utility costs.

27. Purchaser shall keep the premises in good repair and a safe and healthful living condition at all times. Seller or its representatives shall have the right to enter in and upon the premises at reasonable times to inspect for Purchaser's compliance with this paragraph. In the event Purchaser should fail to make such repairs as necessary to maintain the premises in a good and safe and healthful condition, Seller may take such steps as necessary to have the premises repairs and/or restored to such condition and the reasonable costs of such repairs and/or restoration shall be added to the balance then due under this agreement. Notwithstanding Seller's rights under the preceding sentence, Purchasers failure to comply with the foregoing provisions of this paragraph shall constitute a default under this agreement.

28. Purchaser shall not permit any building code violations to continue for more than a reasonable time after such violations are brought to the attention of Purchaser.

29. All personal property belonging to the Seller and on or about the property on the closing date, shall be deemed to be included with the sale of the property, and an appropriate Bill Of Sale shall be delivered to the Purchaser when the balance of the purchase price is fully paid.

30. Purchaser shall be entitled to prepay any portion of the balance due herein without penalty.

31. Purchaser has been in possession of the property as a tenant, and he acknowledges receipt of the property in its present "as is" condition.

32. In addition to the accrual of interest on delinquent payments as provided herein, the Purchaser shall also be responsible for a minimum late charge of $25.00 on each and every payment which is not paid on or before its due date.

estate taxes when due and the second installment shall be prorated with the purchaser paying his share of said bill for the period from November 1, 1992 through December 31, 1992.

25. Upon the reasonable demand by Purchaser, Seller shall provide a statement of account showing contract balance due and monies in escrow account for taxes and insurance.

26. Purchaser shall pay for all water, taxes and [illegible]

27. Purchaser shall keep [illegible] and a safe and healthful living condition at all times. Seller or its representatives shall have the right to enter in and upon the premises at reasonable times to inspect for Purchaser's compliance with this paragraph. In the event Purchaser should fail to make [illegible] the reasonable costs of such repairs or the restoration shall be added to the balance due under this agreement, with [illegible] Seller's rights [illegible] the preceding sentence, Purchaser's failure to comply with the foregoing provisions of this paragraph shall constitute a default under this agreement.

28. Purchaser shall not permit any building code violations to continue for more than a reasonable time after such violations are brought to the attention of Purchaser.

29. All personal property [illegible] Seller and [illegible] shall be [illegible] when the balance of the purchase price is fully paid.

30. Purchaser shall be entitled to occupy any portion of the building [illegible] without penalty.

31. Purchaser has been in possession of said property as a tenant, and he acknowledges receipt of the property in its present "as is" condition.

32. In addition to the payment of interest on delinquent payments as provided herein, the Purchaser shall also be responsible for [illegible]

33. The parties acknowledge and agree that this agreement supersedes and takes precedence over the agreement dated March 13, 1992, which was signed by John Van Gennep, and recorded August 31, 1992 as document #92-642436.

SELLER:

Beverly Trust Company as Trustee under Trust Agreement dated May 11, 1990 a/k/a Trust #74-2017

By _____
Authorized Trust Officer as trustee and not personally

PURCHASER:

James M Halpin
James M. Halpin

Document prepared by and after recording return to:
GEORGE F. LA FORTE
Southwick Office Centre
4747 Lincoln Mall Drive
Suite 601
Matteson, Illinois 60443
708 747 1770

BOX 251

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or executing this document or of anything that is contained, all such liability, if any, being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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Return To:

George F. La Forte
Attorney At Law
4747 W. Lincoln Mall Drive
Matteson, Illinois 60443