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ASSIGNMENT, ACCEPTANCE AND CONSENT
AGREEMENT, made January 27, 1993, by and among COVERT
ORS, an Illinois Partnership, of

(hereinafter sometimes referred to as
OWNER); DAKSHA SHAH, both individually and as Supervised Executor
of the Estate of Pratap Shah, Deceased, of Matteson, Illinois,
(hereinafter sometimes collectively referred to as ASSIGNOR),
and CLAUDE JACKSON, of Chicago, Illinois, (hereinafter sometimes
referred to as ASSIGNEE);

WHEREAS, ASSIGNOR has purchased certain real estate along
with certain personal property located therein, from the OWNER,
under a certain ARTICLES OF AGREEMENT FOR DEED, dated June,
1984 (said Articles of Agreement hereinafter sometimes referred
to as INSTALLMENT AGREEMENT) (a copy of said INSTALLMENT
AGREEMENT is attached hereto, marked as Exhibit A); and

WHEREAS, said real estate is legally described as follows:

See attached Exhibit, marked Exhibit B; and

WHEREAS, said real estate is commonly known as COVERT
COLONIAL INN, a 46-unit Motel, located at 21609 Governor's
Highway, Matteson, Illinois; and

WHEREAS, ASSIGNOR has agreed to sell all of his rights,
title and interest in said INSTALLMENT AGREEMENT and in said
real estate to the ASSIGNEE; and

WHEREAS, OWNER has agreed to give consent for assignment
of all rights, title and interest of ASSIGNOR in said
INSTALLMENT AGREEMENT and in said real estate to the ASSIGNEE;

NOW THEREFORE,

THE PARTIES AGREE, WARRANT AND REPRESENT AS FOLLOWS: *2.5*

1. ASSIGNMENT BY ASSIGNOR: For the sum of ~~one~~ *Four Hundred Seventy Thousand* dollars paid
by the ASSIGNEE to the ASSIGNOR, and other good and valuable
consideration, the receipt and sufficiency of which is hereby
acknowledged by the ASSIGNOR, the ASSIGNOR hereby assigns to the
ASSIGNEE, and to the ASSIGNEE'S legal representatives and assigns,
all of ASSIGNOR'S rights, title and interest in and under said
INSTALLMENT AGREEMENT and in said real estate, effective
immediately.

2. ACCEPTANCE BY THE ASSIGNEE: Effective immediately, in
consideration of the above assignment and written consent of the
OWNER given below, the ASSIGNEE hereby assumes and agrees to make
all payments and to perform and keep all material covenants and
agreements of the ASSIGNOR in said INSTALLMENT AGREEMENT.

3. CONSENT TO THE ASSIGNMENT: In consideration of the
covenants and agreements expressed in the above ASSIGNMENT and
ACCEPTANCE, the OWNER hereby consents to the assignment of all
the rights, title and interest of the ASSIGNOR in said
INSTALLMENT AGREEMENT to ASSIGNEE, without releasing ASSIGNOR
from all of his obligations under said INSTALLMENT AGREEMENT.
ASSIGNOR shall continue to remain personally liable to OWNER for
any and all of his obligations contained in said INSTALLMENT AGREEMENT.

4. REPRESENTATIONS OF OWNER: The OWNER further agrees as
follows:

- (a) All notices and demands concerning the INSTALLMENT AGREEMENT and which are originally required to be given to the ASSIGNOR by the OWNER must be sent to the ASSIGNEE.
- (b) OWNER is the sole beneficiary of the trust (LaSalle National Bank, as Trustee under Trust dated June 23, 1983 and known as trust number 106624) holding title to the subject real estate, and a currently dated true and correct copy of said Trust Agreement and all Amendments thereto,

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certified by said trustee, is attached hereto and made a part hereof as Exhibit C setting forth all of the beneficiaries of said Trust.

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(c) OWNER will direct the land trustee owning legal title to the subject real estate to execute this agreement.

5. OWNER and ASSIGNOR and each of them warrant that as of the date of execution of this Assignment, Acceptance and Consent:

- (a) Neither ASSIGNOR nor any of ASSIGNOR'S predecessors in title are in default of any provision of said INSTALLMENT AGREEMENT, that has not been cured or excused by OWNER;
- (b) All payments due prior to the date of this Agreement, Acceptance and Consent from ASSIGNOR and/or any of ASSIGNOR'S predecessors in title have been made and no prepayments have been made;
- (c) The present principal balance owing from Buyer pursuant to said INSTALLMENT AGREEMENT is \$ 228,189.38;
- (d) A true and correct copy of the Amortization Schedule for said INSTALLMENT AGREEMENT is attached hereto as Exhibit D;
- (e) The present balance in the tax and insurance escrow pursuant to paragraph 18 of the INSTALLMENT AGREEMENT is \$ 0; said funds are on deposit at _____;
- (f) The present principal balance of the First Mortgage is \$ 228,189.38; neither OWNER nor any other party is in default of any provision of said First Mortgage, and a true and correct copy of a payoff letter and estoppel letter that said mortgage and the note secured thereby are not in default as of the date of this instrument, signed by the mortgagee thereof, are attached hereto, and made a part hereof as Exhibits E and F.

6. The warranties set forth in paragraph 5. hereof are made by OWNER and ASSIGNOR to induce ASSIGNEE to purchase ASSIGNOR'S rights in the Installment Contract.

7. Upon transfer of title upon full payment of purchase price, OWNER will execute and deliver to ASSIGNEE executed State, County and Municipal real estate transfer statements and Exemption Certification under Foreign Investor's Real Property Transfer Act.

8. ADDITIONAL DOCUMENTS REQUIRED: All the parties agree to execute and deliver any and all additional or necessary documents needed or required to give full effect and meaning to this Agreement.

OWNER:
 COVERT INVESTORS, an Illinois Partnership

By: [Signature]
 Its General Partner and Duly Authorized Agent, both individually and as agent for beneficiary of LaSalle National Trust, N.A. as Trustee under Trust Agreement dated June 23, 1983, and known as Trust Number 106624

ASSIGNOR:
 x [Signature]
 DAKSHA SHAH, individually

x [Signature]
 DAKSHA SHAH, as Independent Executor of the Estate of Pratap Shah, Deceased 9269381

ASSIGNEE:
[Signature]
 CLAUDE JACKSON

LASALLE NATIONAL TRUST N.A., TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1983 and KNOWN AS TRUST NUMBER 106624

By: [Signature]
 Its ASSISTANT TRUSTEE

Date: JANUARY 29, 1988

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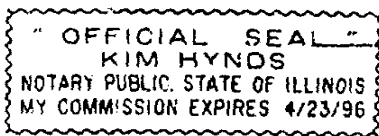
STATE OF ILLINOIS)
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for said County, in the the State aforesaid, do hereby certify that H. William Brash, a General Partner and Duly Authorized Agent of COVERT INVESTORS, an Illinois Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner and Duly Authorized Agent, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said partnership for the uses and purposes therein set forth pursuant to authority duly granted to him by said partnership.

Given under my hand and seal this 27 day of January, 1993.

STATE OF ILLINOIS)
COUNTY OF COOK)

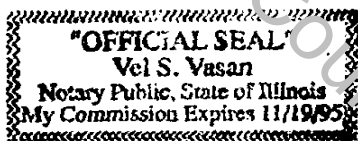


Kim Hynod
Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAKSHA SHAH, Supervised Ind. Ex. Executor of the Estate of Pratap Shah, Deceased, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Supervised Executor, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, and as her free and voluntary act as such Supervised Executor for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of January 1993.

STATE OF ILLINOIS)
COUNTY OF COOK)

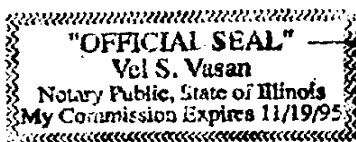


Vel S. Vasari
Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAKSHA SHAH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of January 1993.

STATE OF ILLINOIS)
COUNTY OF COOK)



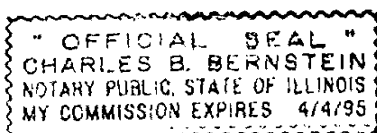
Vel S. Vasari
Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CLAUDE JACKSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of January, 1993.

Charles B. Bernstein
Notary Public

This document prepared by and mail to:
Charles B. Bernstein
One North LaSalle St., Ste. 3200
Chicago, IL 60602



312/263-0005
#12593

BOX 355

9020006

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RIDER ATTACHED TO AND MADE A PART OF CONTRACT DATED

JAN 27, 1983

This Contract is executed by LASALLE NATIONAL TRUST, N.A. not personally but as Trustee under Trust No. 100624 as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental damage.

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ARTICLE OF AGREEMENT FOR DEED

KANTI KJAMBHAIITA & KUMAR KHAMBHAIITA, his wife and
1. BUYER, PRATAP SHAH & DAKSHA SHAH, his wife
Cook County, State of Illinois
COVERT INVESTORS, an Illinois Partnership, 3458 Devon Ave., Lincolnwood
Cook County, State of Illinois
Dollars \$ 9425,000.00
The PROPERTY commonly known as 21609 Governors Highway, Matteson, Illinois 60465

SEE ATTACHED EXHIBIT

hereinafter referred to as "the premises")

with approximate lot dimensions of Approximately 150 ft x 240 & 420x180ft together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, air conditioning, carpeting, window blinds, curtains, existing storm and screen windows and doors; all planted vegetation and the following items of personal property:

46 Unit Motel and personal property listed on Exhibit "B"
Including Bar and Restaurant and House on property

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED:

a. If the Buyer shall live, make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee by a recordable, stamped general Warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments contracted after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduits; (g) If the property is other than a detached, single family home, party wall rights and agreements; (h) Easements, conditions and restrictions of record, terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all encumbrances thereon, in whole or in part, established by or imposed from the said declaration of condominium or amendments thereto; (i) Easements, conditions and restrictions of record, terms, provisions, covenants, and conditions of any applicable, installments of assessments due after the time of possession and transfer, established pursuant to the declaration of condominium.

b. The performance of all the covenants and conditions herein 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 to pay to Seller at 3458 Devon Avenue, Lincolnwood, Illinois

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 remaining from time to time unpaid from the date of initial closing at the rate of \$3,707.00 per month percent 2 1/4 % per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ 4,000.00 on February 28, 1985 as earnest money to be applied on the purchase price. The earnest money shall be held by Attorneys for Buyer and Seller for the mutual benefit of the parties concerned; in an interest bearing account, interest accruing to Buyer.

(b) At the time of the initial closing, the additional sum of \$ 5,000.00 including earnest money deposit plus or minus iterations, if any, as is hereinafter provided;

(c) The balance of the purchase price, to wit: \$ 360,000.00 to be paid in equal installments of \$ 3,707.00 each, commencing on the 6th day of September, 1984, and on the 1st day of each month thereafter until the purchase price is paid in full ("installment payments");

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the day of 1984;

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the 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 right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on August 6, 1984, or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been to performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on August 6, 1984, 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:

(a) Seller reserves the right to place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed that not the notes secured thereby. No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

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

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 surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

Exhibit A

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6. TITLE:

(a) At least one week prior to the initial closing, Seller shall furnish to Buyer 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 licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title 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 Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "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) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises 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 remove any exception or defect not permitted under paragraph 6 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNERS ASSOCIATION:

(a) In the event the premises are subject to a townhome, condominium or other homeowners association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or pre-emption 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 covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reimbursement upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of Seller or Buyer, 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 conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed contained in the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due under and delivery of the Deed shall be made through escrow. The cost of the escrow shall be paid by the party who elects to use escrow.

13. SELLER'S REPRESENTATIONS:

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and waterless; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, slightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination or breach of agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly, and healthy condition, and Buyer agrees to pay to Seller, as to such additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, slightly, and healthy condition, or (b) notify the Buyer to make such repairs and to place said premises in a clean, slightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of 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 purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

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

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

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

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum therein referred to as "funds" equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior

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Vertical handwritten number: "90205706"

Handwritten initials and numbers: "L", "H", "31"

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The funds shall be held by Seller in an escrow account... Seller is hereby authorized to disburse the funds for the payment of the aforementioned taxes, assessments, rents and premiums.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement.

19. BUYER'S INTEREST:

- (a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.
(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.

20. LIENS:

- (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 waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver 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.

21. PERFORMANCE:

- (a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more 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 installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.
(b) As additional security in the event of default, Buyer 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.
(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.
(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due. & Purchaser shall have 5 days to make such payment without late charge.
(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

- (a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.
(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 waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not terminate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES:

All notices required to be given under this Agreement shall 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 or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 2, or if 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 removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS:

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

26. CALCULATION OF INTEREST:

Interest for each month shall be added to the unpaid balance of the first day of each month 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 until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT:

The Buyer shall not transfer, pledge or assign this Agreement for any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void 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 aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of 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 forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event 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 execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County 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 any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

29. TITLE IN TRUST:

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

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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder 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, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

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

31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though 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 permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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

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 "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before _____, 1984; otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.

37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than BRASH REALTY COMPANY, INC.

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 hereto have hereunto set their hands and seals this _____ day of June, 1984.

SELLER: COVERT INVESTORS, an Illinois Partnership
BY: [Signature] Partner
This instrument prepared by _____

BUYER: [Signature]
PRATAP SHAH

STATE OF ILLINOIS)
COUNTY OF _____) SS

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ 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 _____ 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 _____ day of _____, 19____.

Commission expires _____ Notary Public

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ 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 _____ signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19____.

Commission expires _____ Notary Public

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____ Secretary of said corporation 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 me 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 corporation, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instruments as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

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ADDENDUM TO ARTICLES OF AGREEMENT FOR DEED

38. SELLER shall pay the 1983 real estate taxes and the first half of 1984 real estate taxes when due. The Buyer to pay all future real estate taxes.
39. SELLER shall pay all items due to date of possession. The BUYER shall pay all items accruing after date of possession.
40. SELLER has entered into a contract with PHILIP ROSENSTRACK to reduce real estate taxes. SELLER shall pay the fee for 1983 and one half of the 1984 fee. BUYER shall pay ~~the fee for~~ the 1984 fee and BUYER shall pay the balance of the fee as it becomes due.
41. SELLER shall deliver all personal property to BUYER and such shall be in serviceable condition for motel usage. (SEE ATTACHED SCHEDULE) ^{hw} 203
42. SELLER shall assign all leases to BUYER.
43. SELLER WARRANTS:
- A. That they know of no structural defects in any of the physical property.
 - B. That they know of no major repairs needed to any equipment or furnishings.
 - C. That they have not received any notice from any governmental authority of any building or zoning violation.
44. SELLER states that there is a first mortgage on these premises.
45. SELLER shall deliver miscellaneous supplies, furniture, including bedspreads, blankets, pillows, soaps, cleaning compounds, toilet tissue, matches, etc. ~~All unopened containers of supplies may be purchased by BUYER at SELLER'S cost.~~ 4/200
46. SELLER states that there exists a law suit, MAREN L. COYLE VS. THOMAS J. SPELLMAN and THERESA SPELLMAN, individually and d/b/a COVERT COLONIAL INN and COVERT INVESTORS, INC., 83 L 25126. That this matter is being defended by SELLER'S insurance carrier. Seller shall hold Buyer harmless for any expenses or possible judgment against Seller.
47. SELLER agrees to transfer all necessary federal, state, or local liquor license and other licenses to BUYER.
48. SELLER warrants that HEATING, PLUMBING, WATER FIXTURES and ELECTRICAL FIXTURES and APPLIANCES will be in good working condition at the time of closing, including the air conditioning system and the roofing is free from leaks.
49. INSURANCE COVERAGE. During the Contract Period, Purchaser shall, at Purchaser's expense, obtain and maintain in effect at all times, with financially sound and reputable insurance companies or associations reasonably acceptable to SELLER, the following insurance:
- A. General and public liability insurance insuring SELLER, its

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agents and employees, as follows: bodily injury in the amounts of \$500,000.00 for each occurrence, and property damage in the amount of \$500,000.00 for each occurrence or, in the alternative, insurance with a single limit of liability for personal injuries and property damage of not less than \$500,000.00; and

- B. insurance against all risk of direct physical loss or damage, insuring the buildings on the premises (including improvements and betterments) for not less than 80% of the actual cash value, from time to time, thereof, but in all cases, in an amount sufficient to preclude Purchaser from becoming co-insurer under the policy.
- C. Workmen's compensation coverage necessary to comply with applicable laws.
- D. Boiler insurance.
- E. Notwithstanding anything above, Purchaser shall always comply with the minimum insurance standards set forth in the First Mortgage.

The original or a signed copy of each such policy so obtained by Purchaser shall be delivered by Purchaser to Seller upon demand. Upon request of Seller, Purchaser shall deliver to Seller proof of payment of each premium payable under each such insurance policy not later than 20 days prior to the date on which failure to pay said premium would cause such policy to lapse. If Purchaser shall fail, within the period hereinabove fixed for such purpose, to obtain any insurance required hereunder or to pay all premiums with respect thereto, Seller shall have the right, but shall not be obligated, to obtain any such insurance and/or pay all such premiums not so paid by Purchaser. All policies shall name Seller as an additional insured, and the policies maintained pursuant to subparagraph (a) shall also name all agents of Seller. All policies herein required to be obtained shall contain a provision that they may not be cancelled or modified without at least 10 days' prior written notice to Seller.

50. CONSENT OF SELLER - ALTERATIONS TO PREMISES. Purchaser shall not make any improvements, alterations or additions in or about the premises during the Contract Period, costing in excess of Fifteen Thousand Dollars (\$15,000) without Seller's advance written consent in each and every instance. Before commencement of the work or delivery of any materials onto the premises, for work permitted Purchaser, Purchaser shall furnish Seller with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits, and indemnifications in form and amount reasonably satisfactory to Seller. Whether Purchaser furnishes Seller the foregoing or not, Purchaser hereby agrees to hold Seller harmless from any and all liabilities of every kind and description which may arise out of or be connected with said work. Before commencing any work, Purchaser shall furnish Seller with certificates of insurance from all contractors performing labor or furnishing materials, evidencing insurance insuring Seller against any and all liabilities which may arise out of or be connected in any way with said work. Upon completion of any of said work, Purchaser shall furnish to Seller contractors' affidavits and full and final waivers of lien

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and receipted bills covering all labor and materials expended or used. All work shall be done in a good and workmanlike manner and shall comply with all insurance requirements and with all ordinances and regulations of all appropriate public authorities.

It is understood that Purchaser may acquire new personal property and replace existing personal property used in the operation of the motel. Purchaser shall not encumber nor permit any lien on any such new property and in addition shall not replace any existing personal property with leased property, other than television sets, without the prior written consent of Seller. In the event of any default of Purchaser, Purchaser shall not remove any of the personalty, all of which shall be deemed to be owned by Seller.

51. **PROHIBITION - MECHANICS LIENS.** Purchaser shall not cause any mechanic's lien or liens to be placed upon the premises. If any such mechanic's lien or liens caused by Purchaser are so placed upon the premises, and Purchaser shall fail to remove the same within 30 days after receipt of written notice thereof by Seller, Seller shall have the right and privilege, at Seller's option, of paying the same or any portion thereof without inquiry as to the validity thereof, except that Purchaser may in good faith contest such liens if it first supplies Seller with security which is reasonably satisfactory to Seller for the full payment thereof. In any event, any such lien so contested shall be paid in full prior to any foreclosure thereof. If Seller discharges a mechanic's lien as provided in this paragraph 32, the amount so paid by Seller shall constitute a loan to Purchaser, payable on demand, with interest at the rate of 10% per annum until paid.
52. **CASUALTY DURING CONTRACT PERIOD.** In case of any casualty of any kind whatsoever during the Contract Period resulting in damage or destruction to any improvements on the premises, Purchaser promptly shall give written notice thereof to Seller and, at Purchaser's sole cost and expense (whether or not insurance proceeds, if any, shall be sufficient for the purpose), restore, repair, replace, rebuild, or alter the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction (all such restoration, repairs, replacements, rebuilding or alterations, including temporary repairs for the protection of property, being hereinafter collectively referred to as "Restoration"). Seller shall in no event be called upon to do or perform any such Restoration, nor to pay any of the costs and expenses thereof. Such Restoration shall be commenced promptly and prosecuted with reasonable diligence (it being understood that Purchaser's time for performance shall be extended by delays caused by matters beyond Purchaser's control, including, without limitation, strikes, labor difficulties, fire or other casualty, acts of God, war, riots, unavailability of materials and insurance adjustments). In connection with any Restoration, Purchaser shall comply with the provisions of paragraph 50 as if such Restoration constituted changes under paragraph 50, except that Seller's consent shall not be required for Restoration. All property incorporated in the premises by Restoration, and materials on site but not yet incorporated, shall immediately be and become a part of the premises and shall be subject to this Agreement.
53. **RESTORATION AFTER CASUALTY - DEPOSIT OF PURCHASER.** Prior to the commence-

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ment of Restoration, Purchaser shall furnish Seller with an estimate of the cost thereof prepared by the architect or engineer in charge of such Restoration. If the estimated cost of the Restoration exceeds insurance proceeds available for Restoration, prior to commencement of Restoration, Purchaser shall deposit with a depository designated by Seller (the "Depository") the amount of the excess. Insurance proceeds shall not be applied to the cost of Restoration until the amount (if any) paid pursuant to the next preceding sentence shall have been exhausted. Upon receipt by Depository of satisfactory evidence of the character required by Depository that the Restoration has been completed (and Depository shall pay from funds deposited with it the bills incurred for said restoration upon delivery of mechanics liens and material lien waivers in a form satisfactory to it) and provide a form of certificate showing that there are no liens of the character referred to therein, any balance of the insurance proceeds, at the time held by Depository, shall be paid to Purchaser.

54. RESTORATION AFTER CASUALTY - PAYMENT OF PROCEEDS. All insurance proceeds paid on account of damage or destruction (less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss), shall be held by the Seller and applied (subject, however, to the provisions of the Existing Mortgage) to the payment of the cost of the Restoration. Such funds shall be paid out from time to time as Restoration progresses upon the written request of Purchaser to Depository. Purchaser shall concurrently furnish to Seller copies of any such request and of any enclosures thereto. In connection with any Restoration having an estimated cost exceeding \$15,000.00, such request shall be accompanied by:
- (a) A certificate signed by both Purchaser and the architect, engineer, or person in charge of the Restoration and dated not more than 30 days prior to such request, setting forth the following:
 - (i) that the sum then requested either has been paid by Purchaser or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished material or equipment for the Restoration therein specified, the names and addresses of such persons, and a brief description of such services and materials and equipment, and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis for any previous or then pending request for the withdrawal of insurance proceeds and that the sum then requested does not exceed the value of the services and materials and equipment described in the certificate;
 - (ii) that except for the amount, if any, stated in such certificate to be due for services or materials or equipment, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for labor, wages, materials, supplies, services or equipment in connection with such Restoration which, if unpaid, might become the basis for a vendor's, mechanic's, laborer's

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materialman's or similar statutory lien upon such Restoration or upon the premises or any part thereof;

(iii) that the cost, as estimated by the persons signing such certificate, of Restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the amount of insurance proceeds and any amount paid by Purchaser to Depository to defray any excess cost remaining unpaid after the payment of the sum requested in such certificate.

(b) Such evidence as Seller may reasonably require to protect the premises from any lien which may be asserted for labor, services, or materials, and upon Seller's request, evidence reasonably satisfactory to Seller, that no vendor's, mechanic's laborer's, materialman's or similar lien has been filed with respect to the premises which has not been discharged of record, or that it will be discharged of record by payment of the amount then requested.

Upon compliance with the foregoing provisions of this paragraph, the Seller, out of such insurance proceeds and funds paid by Purchaser, shall pay to Purchaser or to the persons named in the certificate specified in the foregoing clause (a) (i) the respective amounts stated therein to have been paid by Purchaser or to be due to such persons, as the case may be.

55. PROVISIONS OF FIRST MORTGAGE. Purchaser agrees to comply with all of the terms and conditions of the First Mortgage.
56. SELLER'S RIGHT OF INSPECTION. Notwithstanding any provisions contained herein to the contrary, Seller shall have the right during the Contract Period to inspect the premises at reasonable times and upon reasonable notice to Purchaser. ~~Purchaser shall deliver to Seller upon request a copy of its monthly financial statements including a summary of each receipt and disbursements, accounts receivable, non-occupancy, average daily rate, copy of monthly report received from Wood Johnson Co., copy of copy of~~ *by* *10/23* all lawsuits, liens, building and health code violations received from any governmental authority.
57. REPRESENTATIONS. Purchaser has examined the real property and personal property and has noted its physical condition and acknowledges that Seller has permitted Purchaser to make such examinations of every kind thereof as Purchaser deemed necessary for purposes of this Agreement. Seller agrees to deliver possession (without title) to the personal property to Purchaser on the Possession Date, in good working order and Purchaser, within ten (10) days of possession, shall give Seller written notice of any defects, and if Purchaser has not delivered such written notice to Seller then Purchaser shall have waived its right under this clause. However, no waiver shall take place as to the air conditioning system until ten (10) days after the air conditioning is tested and turned on in the Spring of 1984.
58. Two signs outside the motel shall be repaired and in good working order at the time of closing.
59. The following items shall be placed in good working condition prior to closing:
- (a) Lighting Equipment on the outside
 - (b) Pool mechanical equipment to be in good working order
 - (c) Water Pump to be repaired in utility room. Water leak by the Swimming pool equipment to be corrected.
60. 46 Color Television Sets to be included in Bill of Sale.
61. All furnishings, furniture, equipment (including dishes, glasses, pictures and paintings, all silverware, excluding personal items in the apartments) are to be included in the Bill of Sale.
62. Seller shall correct the existing sewage problem in the general motel area and in rooms where existing.

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62A. Seller hereby warrants that they will deliver the Bar and Restaurant premises without any lease.

63. Room 23 ceiling in shower are to be repaired.

64. Room 11 to be completely repaired and furnished including all kitchen appliances and cabinets, sink and carpeting.

65. CONFLICT. In the event of any conflict between this Rider and the printed form to which it is attached, the provisions of this Rider shall control.

PURCHASER:

[Handwritten signature]

PRATAP SHAM:

DAKSHA SHAM

KANTI KHAMBHAIYA

KUMUD KHAMBHAIYA

SELLER:

COVERT INVESTORS, an Illinois Partnership

By: *[Handwritten signature]*
agent for partners

66. This Agreement shall be subject to Buyers ability to procure a business license to operate a Motel from the Village of Matteson, Illinois.

67. Seller shall correct any building code violations at their expense.

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ASSIGNMENT, ACCEPTANCE AND CONSENT

AGREEMENT, made December 30, 1985, by and between COVERT INVESTORS, an Illinois Partnership of 3458 Devon Avenue, Lincolnwood, Illinois, (hereinafter sometimes referred to as OWNER), KANTI KHAMDHAITA and KUMOD KHAMDHAITA, his wife, of Orange County, California, (hereinafter sometimes collectively referred to as ASSIGNOR), and PRATAP SHAH and DAKSHA SHAH, his wife, of Cook County, Illinois, (hereinafter sometimes referred to as ASSIGNEE) :

WHEREAS, ASSIGNOR, jointly with ASSIGNEE, has purchased certain real estate, along with certain personal property located therein, from the OWNER, under a certain ARTICLES OF AGREEMENT FOR DEED, dated June, 1984 (said Articles of Agreement hereinafter sometimes referred to as INSTALLMENT AGREEMENT) (a copy of said INSTALLMENT AGREEMENT is attached hereto, marked as Exhibit A)

WHEREAS, said real estate is legally described as follows :

See attached Exhibit, marked Exhibit B.

WHEREAS, said real estate is commonly known as COVERT COLONIAL INN, a 46-unit Motel, located at 21605 Governor' Highway, Matteson, Illinois;

WHEREAS, ASSIGNOR has agreed to sell all his interest and title in said INSTALLMENT AGREEMENT and in said real estate to the ASSIGNEE,

WHEREAS, OWNER has agreed to give consent for assignment of all interest and title of ASSIGNOR in said INSTALLMENT AGREEMENT and in said real estate to the ASSIGNEE, without releasing ASSIGNOR from his obligations under said INSTALLMENT AGREEMENT :

THE PARTIES AGREE, WARRANT AND REPRESENT AS FOLLOWS:

1. ASSIGNMENT BY ASSIGNOR: For the sum of one dollar paid by the ASSIGNEE to the ASSIGNOR, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the ASSIGNOR, the ASSIGNOR hereby assigns to the ASSIGNEE, and to the ASSIGNEE's legal representatives and assigns, all of ASSIGNOR's rights, title and interest in and under said INSTALLMENT AGREEMENT and in said real estate, effective immediately.

2. ACCEPTANCE BY THE ASSIGNEE: Effective immediately, in consideration of the above assignment and written consent of the OWNER given below, the ASSIGNEE hereby assumes and agrees to make all payments and to perform and keep all material covenants and agreements of the ASSIGNOR in said INSTALLMENT AGREEMENT.

3. CONSENT TO THE ASSIGNMENT: In consideration of the covenants and agreements expressed in the above ASSIGNMENT and ACCEPTANCE, the OWNER hereby consents to the assignment of all the interest and title of the ASSIGNOR in said INSTALLMENT AGREEMENT to ASSIGNEE, without releasing ASSIGNOR from all his obligations under said INSTALLMENT CONTRACT.

Exhibit A

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ASSIGNOR shall continue to remain personally liable for any and all his obligations contained in said INSTALLMENT AGREEMENT. However, OWNER hereby agrees to release ASSIGNOR from all his said liabilities when the subject real estate has been sold to a third party not related to the parties of said agreement and approved by the Owners.

4. REPRESENTATIONS OF OWNER: The OWNER further agrees as follows:

- (a) All notices and demands concerning the INSTALLMENT AGREEMENT and which are originally required to be given to the ASSIGNOR by the OWNER must be sent to the ASSIGNEE.
- (b) OWNER is the sole beneficiary of the trust (La Salle National Bank, as Trustee under Trust agreement dated June 23, 1983 and known as trust number 106624) holding title to the subject real estate.
- (c) OWNER will direct the land trustee owning legal title to the subject real estate to acknowledge this agreement.

5. ADDITIONAL DOCUMENTS REQUIRED: All the parties agree to execute and deliver any and all additional or necessary documents needed or required to give full effect and meaning to this agreement.

OWNER:

COVERT INVESTOR,
an Illinois Partnership

By: 
Its authorized agent

ASSIGNOR:


KANTI KUMBHAIYA


KUMUD KJAMBHAITA

ASSIGNEE:


PRATAP SHAH


DAKSHA SHAH

ACKNOWLEDGED BY:

LA SALLE NATIONAL BANK, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 23, 1983 and KNOWN
AS TRUST NUMBER 106624

By: _____

Its _____

Date: _____

93087706

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The West 50 feet of Lot 3 and all of Lot 4 and the West 150 feet of Lot 5 and all of Lots 6, 7, 8, 9, 10, 11 and 12 in the subdivision of that part of Lot 3, lying North of the North right of way line of the Elgin, Joliet and Eastern Railroad Company, as located through said Lot 3 of Miller, Lewis and Miller Subdivision of the West half of the West half of Section 26, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

County of Cook County Clerk's Office

90228126

Exhibit B

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THE WEST 50 FEET OF LOT 3, LOT 4 EXCEPT THAT PART DESCRIBED AS FOLLOWS::

THAT PART OF LOT 4 IN THE SUBDIVISION OF PART OF LOT 3 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS LOCATED THROUGH SAID LOT 3 IN MILLER, LEWIS AND MILLER'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 52 MINUTES, 36 SECONDS EAST ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 27.0 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 55.0 FEET, A CHORD BEARING OF SOUTH 52 DEGREES, 40 MINUTES, 08 SECONDS WEST, A CHORD DISTANCE OF 30.37 FEET, A DISTANCE OF 30.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, SAID POINT BEING 14.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES, 05 MINUTES, 54 SECONDS WEST ON THE WEST LINE OF SAID LOT 4, A DISTANCE OF 14.0 FEET TO THE POINT OF BEGINNING

THE WEST 150 FEET OF LOT 5 AND ALL OF LOTS 6, 7, 8, 9, 10, 11 AND 12 IN THE SUBDIVISION OF PART OF LOT 3 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD COMPANY AS LOCATED THROUGH SAID LOT 3 IN MILLER, LEWIS AND MILLER'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

	31-26-106-008
31-26-106-002,	31-26-106-009
31-26-106-005	31-26-106-010
31-26-106-006	31-26-106-011
31-26-106-007	31-26-106-012

Exhibit B to Assignment,
Acceptance and Consent
Dated January 27, 1993

90022826

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This Trust Agreement, dated this 23rd day of June

1988, and known as Trust Number 106624, is to certify that LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

The West 50 feet of Lot 3 and all of Lot 4 and the West 150 feet of Lot 5 and all of Lots 6, 7, 8, 9, 10, 11 and 12 in the Subdivision of Part of Lot 3 lying North of the North Right of Way Line of the Elgin, Joliet and Eastern Railroad Company as located through said Lot 3 in Miller, Lewis and Miller's Subdivision of the West half of the West Half of Section 26, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

We hereby certify the above and foregoing to be a true, complete and correct copy of the original according to our files.
LA SALLE NATIONAL TRUST, N.A.

Date January 27, 1993 By Sally Wilson
Authorized Officer

and that when it has taken the title thereto, or to any other real estate decided to and accepted by it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

COVER INVESTORS, an Illinois Limited Partnership

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this Trust:

(A) That the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this Trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void as to the Trustee until the original or a duplicate of the assignment is lodged with and accepted in writing by the Trustee.

(B) Nothing contained in this agreement shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate, or growing out of their interest under this Trust Agreement. It is the sole obligation of the beneficiaries hereunder to pay all taxes and assessments levied against the trust and the trust property.

(C) In case said Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this Trust, or in case said Trustee shall be compelled to pay any sum of money on account of this Trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said Trustee, with interest thereon at the highest lawful rate per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, and that said Trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In case of non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph (J) hereof, the Trustee shall have a first lien thereon on the property held in Trust hereon, and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice or advertisement, to sell from time to time at public or private sale and to transfer and convey sufficient of said property to pay such disbursements, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the Trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing. The Trustee shall have the right to obtain counsel of its choice to appear and defend the interests of the Trustee in the event the Trustee is named as a party in any legal proceedings, or if any adverse claims are made against the Trustee or the trust property; and the beneficiaries hereunder do hereby jointly and severally agree to pay all costs expended by the Trustee in connection therewith, including reasonable attorneys fees.

(D) It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of compliance with any of the provisions of this instrument.

(E) This Trust Agreement shall not be valid or effective until recorded in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the Trustee.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that said LA SALLE NATIONAL BANK will deal with said real estate and with any cash or other property or assets of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds for or mortgages or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure), or otherwise deal with the title to said real estate or such other assets or property on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or on written direction of **SALVATORE DE MARIA and HERBERT W. BRASH**

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries;

(Over) Exhibit C

TRUST AGREEMENT

AND
DECLARATION OF TRUST

135 So. LaSalle Street
Chicago, Illinois 60690

LaSalle National Bank

D. FILED

TRUST NO.

8028 AP 7/80

To whom shall bills be mailed? Herbert W. Brash, 3458 W. Devon Ave., Lincolnwood, Il. 60659

Refer written inquiries and legal notices by first class mail to Herbert W. Brash

May the name of any beneficiary be disclosed to the public? NO

Address: 259 Devon Ave., Lincolnwood, IL 60659

Address: 2631 S. Emerald Ave., Chicago, IL 60616

Address: 60616

And on said day, said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

IN TESTIMONY WHEREOF, the LASALLE NATIONAL BANK has caused these presents to be signed by its Assistant Vice President, and attested by its Assistant Secretary, and has caused its corporate seal to be hereunto attached.

as and for the use and deed of said Bank, the day and date above written.

ATTEST:

LaSalle National Bank
Assistant Vice President

LaSalle National Bank
Assistant Secretary

adjusted by the Bank, also its regular fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be decided to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvement made hereon after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.

IN TESTIMONY WHEREOF, the LASALLE NATIONAL BANK has caused these presents to be signed by its Assistant Vice President, and attested by its Assistant Secretary, and has caused its corporate seal to be hereunto attached.

as and for the use and deed of said Bank, the day and date above written.

ATTEST:

LaSalle National Bank
Assistant Vice President

LaSalle National Bank
Assistant Secretary

adjusted by the Bank, also its regular fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be decided to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvement made hereon after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.

IN TESTIMONY WHEREOF, the LASALLE NATIONAL BANK has caused these presents to be signed by its Assistant Vice President, and attested by its Assistant Secretary, and has caused its corporate seal to be hereunto attached.

as and for the use and deed of said Bank, the day and date above written.

ATTEST:

902273125

UNOFFICIAL COPY

Direct
Reduction
Loan



PUBLISHING
COMPANY
82 Brookline Avenue
Boston, Massachusetts 02215
(617) 262-4040

ANNUAL % RATE	PAYMENT \$	LOAN \$	TERM: YEARS	MONTHS	PERIODS
9.500	3,707.00	360,000.00	15	6	186

1994		1995		1996		1997		1998	
DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	
1	2,850.00	857.00	359,143.00	61	2,331.51	1,375.49	293,130.61		
2	2,843.22	863.78	358,279.22	62	2,320.62	1,386.38	291,744.23		
3	2,836.38	870.62	357,408.60	63	2,309.64	1,397.36	290,346.91		
4	2,829.48	877.52	356,531.08	64	2,298.58	1,408.42	288,938.49		
5	2,822.54	884.46	355,646.62	65	2,287.43	1,419.57	287,518.91		
6	2,815.54	891.46	354,755.16	66	2,276.19	1,430.81	286,088.11		
7	2,808.48	898.52	353,856.64	67	2,264.86	1,442.14	284,645.97		
8	2,801.37	905.63	352,951.01	68	2,253.45	1,453.55	283,192.42		
9	2,794.20	912.80	352,038.21	69	2,241.94	1,465.06	281,727.36		
10	2,786.97	920.03	351,118.18	70	2,230.34	1,476.66	280,250.70		
11	2,779.69	927.31	350,190.87	71	2,218.65	1,488.35	278,762.35		
12	2,772.34	934.66	349,256.21	72	2,206.87	1,500.13	277,262.22		
13	2,764.94	942.06	348,314.15	73	2,194.99	1,512.01	275,750.21		
14	2,757.49	949.51	347,364.64	74	2,183.02	1,523.98	274,226.23		
15	2,749.97	957.03	346,407.61	75	2,170.96	1,536.04	272,690.19		
16	2,742.39	964.61	345,443.00	76	2,158.80	1,548.20	271,141.99		
17	2,734.76	972.24	344,470.76	77	2,146.54	1,560.46	269,581.53		
18	2,727.06	979.94	343,490.82	78	2,134.19	1,572.81	268,008.72		
19	2,719.30	987.70	342,503.12	79	2,121.74	1,585.26	266,423.46		
20	2,711.48	995.52	341,507.60	80	2,109.19	1,597.81	264,825.65		
21	2,703.60	1,003.40	340,504.20	81	2,096.54	1,610.46	263,215.19		
22	2,695.66	1,011.34	339,492.86	82	2,083.79	1,623.21	261,591.98		
23	2,687.65	1,019.35	338,473.51	83	2,070.94	1,636.06	259,955.92		
24	2,679.58	1,027.42	337,446.09	84	2,057.98	1,649.02	258,306.90		
25	2,671.45	1,035.55	336,410.54	85	2,044.93	1,662.07	256,644.83		
26	2,663.25	1,043.75	335,366.79	86	2,031.77	1,675.23	254,969.60		
27	2,654.99	1,052.01	334,314.78	87	2,018.51	1,688.49	253,281.11		
28	2,646.66	1,060.34	333,254.44	88	2,005.14	1,701.86	251,579.25		
29	2,638.26	1,068.74	332,185.70	89	1,991.67	1,715.33	249,863.92		
30	2,629.80	1,077.20	331,108.50	90	1,978.09	1,728.91	248,135.01		
31	2,621.28	1,085.72	330,022.78	91	1,964.40	1,742.60	246,392.41		
32	2,612.68	1,094.32	328,928.46	92	1,950.61	1,756.39	244,636.02		
33	2,604.02	1,102.98	327,825.48	93	1,936.70	1,770.30	242,865.72		
34	2,595.29	1,111.71	326,713.77	94	1,922.69	1,784.31	241,081.41		
35	2,586.48	1,120.52	325,593.25	95	1,908.53	1,798.44	239,282.97		
36	2,577.61	1,129.39	324,463.86	96	1,894.32	1,812.68	237,470.29		
37	2,568.67	1,138.33	323,325.53	97	1,879.97	1,827.03	235,643.26		
38	2,559.66	1,147.34	322,178.19	98	1,865.51	1,841.49	233,801.77		
39	2,550.58	1,156.42	321,021.77	99	1,850.93	1,856.07	231,945.70		
40	2,541.42	1,165.58	319,856.19	100	1,836.24	1,870.76	230,074.94		
41	2,532.19	1,174.81	318,681.38	101	1,821.43	1,885.57	228,189.37		
42	2,522.89	1,184.11	317,497.27	102	1,806.50	1,900.50	226,288.87		
43	2,513.52	1,193.48	316,303.79	103	1,791.45	1,915.55	224,373.32		
44	2,504.07	1,202.93	315,100.86	104	1,776.29	1,930.72	222,442.61		
45	2,494.55	1,212.45	313,888.41	105	1,761.00	1,946.00	220,496.61		
46	2,484.95	1,222.05	312,666.36	106	1,745.60	1,961.40	218,535.21		
47	2,475.28	1,231.72	311,434.64	107	1,730.07	1,976.93	216,558.28		
48	2,465.52	1,241.48	310,193.16	108	1,714.42	1,992.58	214,565.70		
49	2,455.70	1,251.30	308,941.86	109	1,698.65	2,008.35	212,557.35		
50	2,445.79	1,261.21	307,680.65	110	1,682.75	2,024.25	210,533.10		
51	2,435.81	1,271.19	306,409.46	111	1,666.72	2,040.28	208,492.82		
52	2,425.74	1,281.26	305,128.20	112	1,650.57	2,056.43	206,436.39		
53	2,415.60	1,291.40	303,836.80	113	1,634.29	2,072.71	204,363.68		
54	2,405.37	1,301.63	302,535.17	114	1,617.88	2,089.12	202,274.56		
55	2,395.07	1,311.93	301,223.24	115	1,601.34	2,105.66	200,168.90		
56	2,384.68	1,322.32	299,900.92	116	1,584.67	2,122.33	198,046.57		
57	2,374.22	1,332.78	298,568.14	117	1,567.87	2,139.13	195,907.44		
58	2,363.66	1,343.34	297,224.80	118	1,550.93	2,156.07	193,751.37		
59	2,353.03	1,353.97	295,870.83	119	1,533.87	2,173.13	191,578.24		
60	2,342.31	1,364.69	294,506.14	120	1,516.66	2,190.34	189,387.90		

Exhibit D

UNOFFICIAL COPY

Direct Reduction Loan



PUBLISHING COMPANY
82 Brookline Avenue
Boston, Massachusetts 02215
(617) 262-4040

ANNUAL % RATE	PAYMENT \$	LOAN \$	TERM YEARS	MONTHS	PERIODS
9.500	3,707.00	360,000.00	15	6	186

PERIOD	DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY NO.	DUE DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN		
121		1,499.32	2,207.68	187,180.22	181		163.65	3,543.35	17,128.7		
122		1,481.84	2,225.16	184,955.06	182		135.60	3,571.40	13,557.7		
123		1,464.23	2,242.77	182,712.29	183		107.33	3,599.67	9,957.0		
124		1,446.47	2,260.53	180,451.76	184		78.83	3,628.17	6,329.5		
125		1,428.58	2,278.42	178,173.34	185		50.11	3,656.89	2,672.6		
126		1,410.54	2,296.46	175,876.88	186		21.16	2,672.61	.0		
127		1,392.36	2,314.64	173,562.24	FINAL PAYMENT:					2,693.77	
128		1,374.03	2,332.97	171,229.27							
129		1,355.57	2,351.43	168,877.84							
130		1,336.95	2,370.05	166,507.79							
131		1,318.19	2,388.81	164,118.98							
132		1,299.28	2,407.72	161,711.26							
133		1,280.21	2,426.79	159,284.47							
134		1,261.00	2,445.00	156,838.47							
135		1,241.64	2,463.36	154,373.11							
136		1,222.12	2,481.82	151,888.23							
137		1,202.45	2,500.45	149,383.68							
138		1,182.62	2,519.24	146,859.30							
139		1,162.64	2,538.24	144,314.94							
140		1,142.49	2,557.45	141,750.43							
141		1,122.19	2,576.81	139,165.62							
142		1,101.73	2,596.37	136,560.35							
143		1,081.10	2,616.10	133,934.25							
144		1,060.31	2,636.09	131,287.16							
145		1,039.36	2,656.34	128,620.12							
146		1,018.24	2,676.86	125,931.36							
147		996.96	2,697.64	123,221.32							
148		975.50	2,718.68	120,489.82							
149		953.88	2,739.99	117,736.70							
150		932.08	2,761.57	114,961.78							
151		910.11	2,783.42	112,164.89							
152		887.97	2,805.55	109,345.86							
153		865.65	2,827.96	106,504.51							
154		843.16	2,850.64	103,640.67							
155		820.49	2,873.59	100,754.16							
156		797.64	2,896.81	97,844.60							
157		774.60	2,920.30	94,912.40							
158		751.39	2,944.07	91,956.79							
159		727.99	2,968.12	88,977.78							
160		704.41	2,992.45	85,975.19							
161		680.64	3,017.06	82,948.83							
162		656.68	3,041.94	79,898.51							
163		632.53	3,067.19	76,824.04							
164		608.19	3,092.81	73,725.23							
165		583.66	3,118.80	70,601.89							
166		558.93	3,145.27	67,453.82							
167		534.01	3,172.12	64,280.83							
168		508.89	3,199.35	61,082.72							
169		483.57	3,226.96	57,859.29							
170		458.05	3,254.95	54,610.34							
171		432.33	3,283.32	51,335.67							
172		406.41	3,312.07	48,035.08							
173		380.28	3,341.20	44,708.36							
174		353.94	3,370.71	41,355.30							
175		327.40	3,400.60	37,975.70							
176		300.64	3,430.87	34,569.34							
177		273.67	3,461.52	31,136.01							
178		246.49	3,492.55	27,675.50							
179		219.10	3,523.96	24,187.60							
180		191.49	3,555.75	20,672.09							

TOTAL INTEREST: 328488.77 TOTAL PRINCIPAL: 360000.00
FOR FPC USE ONLY: 41493316.01 09

County Clerk's Office

90220706

UNOFFICIAL COPY

Property of Cook County Clerk's Office