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INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASER/BUYER, Thomas Choate, of 1820 North Humboldt, in Chicago, Illinois agree to purchase and SELLER, Mary Anne Bell of 4170 North Marine Drive, in Chicago, Illinois, agree to sell to Purchaser at the PURCHASE PRICE of Sixteen Thousand and Five-Hundred Gollars (\$18,500.00) the PROPERTY commonly known as 118 N. Mosart, Chicago, Illinois and legally described as follows:

(hereinafter referred to as "the premises") with approximate lot dimensions of together with all improvements and fixtures, if any, including, but not limited to: All sentral heating, plumbing and electrical systems and equipment; the hot water heater; existing carps ing; existing storm and screen windows and doors; attached and together, shelving; all planted vegetation; senage and car unity and the following items of personal property: equipment and reterial in beacement excluding Selier's tools. Own 2 stores, 2 (capitalis)

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

2. THE DEED:

- A. If the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the genner hereinafter set forth, Seller shall convey or cause to be conveyed to Purchaser 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:
 - 1. General real estate taxes not yet due and and payable;
 - 2. Special assessments confirmed after this contract date;
 - 3. Building, building line and use or cocupancy

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restrictions, conditions and covenants or record;

- 4. Zoning laws and ordinances;
- 5. Private, public and utility easements;
- 6. Drainage ditches, feeders, laterals and drain pipe or other conduit:
- 7. Party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, installments of regular assessments due after the time of possession.
- The performance of all the covenants and conditions herein to be performed by Purchaser shall be a condition precedent to Seller's obligation to deliver the deed accressed.
- 3. PAYMENT: Purchaser hereby covenants and agrees to pay to Selier at the address of the Seller, 4170 North Marine Drive, #23A, Chicago, Illinois 80813, the purchase price of Sixteen Thousand Five Hundred Dollers (\$18,500.00) or to such other person or at such place as Seller may from time to time designate in writing. The purchase shall be paid as follows:
 - A. Purchaser has paid \$500.00 as earnest money to be applied on the purchase price.
 - B. At the time of the initial closing, the sum of \$1,500 (plus or minus prorations, if any, as is hereinafter provided);
 - C. The balance of the purchase price to wit \$14,800.00 to be paid in equal monthly installments of \$130.46 each (principal and interest) including interest of 9% per cent per annum as amortised over twenty (20 years commencing on the lat day of April, 1993 and on the lat day of april 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 lat day of March, 2013.
 - E. All payments received hereunder shall be applied in the following order of priority; first to interest accrued and owing on the unpaid 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; and third, to

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reduce said unpaid principal balance of the purchase price;

- 4. CLOSINGS: The "initial closing" shall occur on February 25, 1993 at the Law Offices of Keefe & Smith, 2933 N. Southport Avenue, Chicago, Illinois. "Final Closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.
- 5. POSSESSION: Possession shall be granted to Buyer on February 25, 1993, subject to existing leases and tenancies 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 by at Buyer on such initial closing date is otherwise so; in default hereunder.

6. PRIOR MORTGAGES:

mortgage of 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. No mortgage shall restrict the right of prepayment, if any, given to Purchaser under this Agreement.

- B. Seller shall from time to the but not less frequently than quarterly 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 mortage, or shall suffer or permit there to be any other object or default in the terms of any indebtedness or prior mortage, 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 increate hereunder from the unpaid balance of the purchase price or from the installment payments to be and and the the state of the purchase price or from the installment payments to be

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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 Illinois surveyor, showing all improvements existing as of this contract date and all essements and building lines and showing no encroachments.

8. TITLE:

- A. At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense 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 Associations Owner's Policy (or equivalent policy) in the amount of the purchase price covering the data 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;

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- 4. other title exceptions pertaining to liens or encumbrances or 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:
- 5. acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer;
- 6. Public, private and utility easements, streets, roads and other rights of way;
- 7. Building lines:
- 8. 1992 real estate taxes and taxes for subsequent years, and:
- 9. Rights of tenants under all leases,
- B. If the title commitment discloses unpermitted ex-

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ceptions, 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 much exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have maid exceptions waived. the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title innurance apsoified 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 ascertain ble 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.

- If the thill commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of colivery thereof to have the said exceptions waived, or to have the title insurer committo 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 unregnitted exceptions walved, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time. 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 mull 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 a good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.
- D. 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 con-

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dition of title to the premises as shown to him on or before the initial closing. Selier shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Selier shall remove any exception or defect not permitted under paragraph 84 resulting from acts done or suffered by, or judgments against the Selier.

- 9. APPIDAVIT OF TITLE, Seller shall furnish Purchaser at final closing with an Affidavit of Title covering said dates, subject only to those permitted exceptions set forth in paragraph 2 prior cortages permitted in paragraph 6 and unpermitted exceptions, if eny, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8.
- 10. PROBATIONS: Insurance presiums, general taxes, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably as of the date of possession. Apal estate taxes for the year of possession shall be prorated as of the date of possession subject to reproration upon receipt of the actual tax bill. No credit shall be given to Purchaser for taxes, but feller shall pay taxes owed for the period up to the date of possession. Further, interest on the unpaid principal amount of the purchase price shall accrue from the date of possession.

11. SELLER'S REPRESENTATIONS:

- A. Seller expressly warrants to Buyer that no notice from any city, village or other governments, 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 agont within three (3) years of the date of execution of this agreement except as may be set forth in an attached exhibit.
- B. Seller agrees to leave the premises in broom clean condition. All refuse and pursonal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing or possession.
- 12. HUYER TO MAINTAIN: Buyer shall keep the improvements on the premises and the grounds in as 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, ventiating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and

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fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly 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 of this 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, sightly and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly and healthy condition; or
- B. notify the Buyer to make such repairs and to place said premises in a clean, sightly and healthy condition within inity (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 sleet, if any, from these that are by this agreement or at law or equity provides.
- possession of the premises 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 Solleer.

14. INSURANCE:

- A. Buyer shall from and after the time specified in paragraph 4 keep all buildings insured against loss or damage by fire, lightning, windstorm, and externed coverage risks or other casualty, with a company, or companies, reasonable acceptable to Seller with coverage not less than \$16,500.00 for the benefit of the parties, as their interests may appear; such policy or policies shall be held by Buyer, and Buyer shall pay the premiums thereon when due. Insurance shall meet insurer's co-insurance requirements. Seller may from time to time, though not more often than one time per year, demand that Buyer display proof of such paid insurance.
- B. In case of loss of or damage to such improvements,

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whether after possession is given hereunder, 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 of reconstruction of such damaged or lost improvements, or (ii) in the event that the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of the insurance shall be applied to the unpaid balance of purchase price.

- Purchaser shall produce and continue in force in the names of Purchaser and Seller, general liability. insurance against any and all claims for injuries to persons or property occurring in the Property, such Insurance to be at all times in an amount not less than One Hundred Thousand (\$100,00,00) Dollars for injuries to persons in one accident; One Hundred Thousand (\$100.000.00) Dollars for injuries to any one person and Fifty Phousand (\$50,000.00) Dollars for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller it its sole disoration. Purchaser shall deliver all policies of insurance required hereunder to Seller and shall deliexpiration of the policy term, customary certificates: evidencing payment of the premium and continuation of the insurance.
- at Buyer's expense 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, 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, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, until the purchase price is paid in full, a sum (herein reformed to as "funds") equal to one-twelfth of the yearly taxes, as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement.

Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes. Seller shall, upon

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the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds held by Seller shall not be sufficient to pay the taxes as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Sector 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 or the funds, unless otherwise agreed in writing at the time of execution of this agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

- 17. PURCHASER'S INTEREST IN IMPROVEMENTS: 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 presises by the Buyer or other shall belong to and become the property of Heller without liability or obligation on Seller's part to account to the Buyer therefor or for any part thereof.
- 18. LIENS: Buyer and Beller shall not permit a mechanic's lien or other lien to attach to the previous.

19. PERPORMANCE:

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 oured within ten (10) days of written notice to Buyer; or
- 2. defaults in the performance of any other covenants or agreements 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:

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- a. maintain an action for any unpaid installments;
- b. declare the entire balance due and maintain an action for such amount;
- c. forfelt the Buyer's interest under this agreement and retain all sums paid as liquidated damages in full satisfaction of 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 Purchaser 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 apprintment of a receiver.
- C. If default to based upon the failure to pay taxes, assessments, 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 Beller.
- D. Anything contained in averagraph C to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within 30 days after such written notice of default, Purchaser 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 Purchaser under this agreement.

20. 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 proceedings to which Buyer or Seller is made a party defendant (or creditor in the event of Seller's bank-ruptcy or being declared insolvent) as a result of the acts of omissions of the other party.
- B. 1. All rights and remedies given to Buyer or Seller shall be distinct, separate and

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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 if 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 reinstate, continue or extend this agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.
- 21. NOTICES: All notices required to be given under this agreement shall be construed to make 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 3 or if to the Buyer at the address shown in paragraph 3.
- ABANDONMENT: Fifteen days' physical eleence 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 hus /Auated the premises with no intent again to take possession the sof shall be conclusively deemed to be an abandonment of the premises In such event, and in addition to Seller's removing by Buyer. set forth in paragraph 21, 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 market conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest herein shall thereby pass under this agreement as a bill of sale to Seller without additional payment of Seller to Buyer.
 - 23. SELLER'S ACCESS: Seller may make or cause to be made

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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.

- 24. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance on 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 monthly based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of initial closing.
 - 25. ABSIGNMENTS: SALE OF PROPERTY:
 - A. Purchaser shall not sell, convey, assign or transfer Purchaser's interest in this Agreement or in the Property, without the previous written consent of Seller, and any such sale, conveyance, assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or in the Property. Nothwithstanding the foregoing, Purchaser shall have the right to lease the Property on customary leasing terms.
 - B. Notwithstanding anything herein to the contrary, Purchaser shall have at ell times the right to sell, convey, assign or transfer the Property, or Purchaser's interest in the Property, provided the Indebtedness and other monetary obligations of Purchaser to Seller are paid in full at the closing thereof.
- Buyer shall be entitled to the delivery 28. FINAL CLOSING: of the deed of conveyance aforesaid and Bill of Sale to the personal property to be transferred to Buyer under this agreement at any time upon payment of all amounts due hereudder 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 Beller 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 canceled note and a release deed in form satisfactory for recording shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such

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release. In the event Buyer does not have mortgage lender, then the delivery of the canceled 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 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 Buyers, and Buyers shall pay any such stamp tax and meet other requirements as then may be established by any locale ordinance with regard to the transfer of title to Buyers unless otherwise provided in the local ordinance.

- 27. RECCADING: The parties shall record this agreement or a short form memorandum thereof at Buyer's expense.
- 28. RIDERS: The provision contained in any rider attached hereto are and for purpose shall be deemed to be part of this agreement as though herein fully set forth.
- 29. CAPTIONS AND PROMOUNS: 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.
- ment, or the application thereof to any person or circumstance, shall be determined to be invalid, illegal or upenforceable, such determination shall not affect the validity, legality or enforceability of any other provision of these Articles, or the application thereof to any other person or circumstance, and the remaining provisions or the application of the remaining provisions of this agreement shall be enforced as if the invalid, illegal or unenforceable provision or application of such provision were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement are and shall be severable.
- 31. BINDING ON HEIRS: This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Saller and Buyer.
- 32. 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 author-

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ises 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.

- 33. 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 beneficiarties of the trust, shall be delivered to the Buyer or his attorney on or before February 25, 1993; 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.
- 34 REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction.
- 35. RIS' DF LOSS: The Uniform Vendor Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.
- 36. NO PREPAYMENT PENALTY: Purchaser shall have an unlimited prepayment priviles: without penalty.
- 37. EXCULPATORY CLAUSE: If property is held in trust the trustee may add to this agreement its standard exculpatory clause.
- 38. NOTICES AND DEMANDS: All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1820 North Humboldt, Chicago, Illinois, 80847 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.
- 39. PURCHASER'S ADDITIONAL COVENANTS: Purchaser, between the possession date and the final payment date, shall:
 - A. keep the property in good condition and resir, without waste, and free from mechanics' liens and other liens or claims for lien;
 - B. comply with all requirements and remedy any violations of law, municipal ordinances or restrictions of record with respect to the property and the use thereof:
 - C. not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance), without, in each case, Seller's written consent:

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D. not suffer or permit any change in the general nature of the property, without Seller's written consent;

- F. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser.
- 40. HANKRUPTCY: In the event of the filing prior to the final covert date of any proceedings by or against Purchaser for the adjudication of Purchaser as a bankrupt or for any other relief under the bankruptcy or insolvency laws of the United States or coany state, Seller may at its option (but shall not be obligated to) terminate this agreement in which case all installments made hereunder shall be forfeited to Seller as under paragraph 21A above and Seller shall have all other remedies against Purchaser in law or equity, including, but not limited to, those under paragraph 21 above.
- 41. REQUIREMENTS FOR MODIFICATION: No waiver, modification, amendment, discharge or change of this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of much modification, waiver, amendment, discharge or change is sought.
- 42. GOVERNING LAW: The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.
- 43. COUNTERPARTS: This agreement may to executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 44. PURCHASER/SELLER RELATIONSHIP ONLY: Nothing perein contained shall be construed so as to cause Purchaser and Seller to be partners or joint venturers or to create any type of induciony relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.
 - 45. TIME: Time is of the essence of this agreement.
- 46. LATE CHARGE: Any payment not made within fifteen (15) days of its due date shall bear a charge of \$10.00
- 47. DUE ON SALE CLAUSE: It is expressly understood by and between the parties hereto that the Seller presently has a

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mortgage and that said mortgage provides a due on sale clause. Seller expressly agrees that should the mortgages declare the balance due and payable, it is the Seller's sole obligation to obtain financing in order to satisfy said mortgages.

- 48. REPAIRS AND IMPROVEMENTS: Every contract for repairs and improvements on the premises shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral or written, shall be made by the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. the foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred (\$500.00) dellars or which are paid for by Purchaser in cash. Purchaser shall not make any structural changes or alterations without prior written consent of the Seller.
- 49. COSTS AND ATTORNEY FEES: 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, expense and Attorney's feed may be included in and from a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

50. Seller shall deposit appropriate deed and all other necessary documents with Keefe & Smith, Attorneys at Law, 2933 N. Southport Avenue, Chicago, Illinois 60657 which said documents shall be delivered to Purchaser upon Purchaser's full compliance with this agreement.

IN WITHESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVES HEREUNTO SET THEIR HANDS AND SEALS THIS 1146 DAY OF MALCA, 1995.

SELLER:

PURCHASER/BUYER:

Mary Inne Bell (8001) Za

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ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OR COOK

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Choate is 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 official this 1146 day of March, 1993.

My commission expires:

SABELLE KINNARD

Notary Public, State of Illinois | My Commission Expires 9/28/84

9/28/94

Notara Public

I, the undersigned, a Notary Fublic in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Anne Bell and, is 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. DEPT-01 RECORDING

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Given under my hand and official this 30 day of Fabruary, 1993

. T95555 786N 8807 03/22/78 12:25:00

My commission expires:

9/20/94

COOK COUMTY RECORDER

**OFFICIAL SEAL*
Notary Tribile, State of Hilnole
My Commission Linguist 9/28/94

Notary Public



Tom Charte 1820 N Humboldt Chao, III GOG47

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