ARTICLES OF AGREEMENT FOR WARRANTY DEED

I. BUYERS: Gwendolyn Clark, Address: 5740 South May, Chicago, Cook County, State of Illinois, agrees to purchase and SELLER; Marcella Rallins, Address:8112 South Elizabeth , Chicago, Cook County State of Illinois, agrees to sell to Buyers at the PURCHASE PRICE: Sixty-Four Thousand (\$64,000.00) Dollars, the PROPERTY commonly known as 8112 South Elizabeth, Chicago, Illinois 60620, and legally described as follows:

LCT 4 IN BLOCK 10 IN FIRST ADDITION TO AURBURN HIGHLANDS, BEING HARTS SUBDIVISION OF BLOCKS 11 AND 12 AND THE EAST 1/2 OF BLOCKS 3, 6, AND 10 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOVESHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

93298483

Tax Numbers: 20-32-122-022-0000 Vol. 440 (hereinafter referred to a) "the premises")

together with all improvements and fixtures, if any on the premises at time of possession April 59, 1993, including existing heating, plumbing and electrical systems and equipment, storm windows; storm doors and screens if any, drapery rods & curtain rods if any; fencing, if any; attached air conditioners, if any; attached outside TV antenna if any; and specifically, ceiling fans.

II. Seller represents that all title holders are executing this agreements as "Seller".

III. THE DEED:

- a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this excement 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 or his nomines, by a recordable, stamped general Warranty Dead or Trustee Deed with release of homesteid rights; good title to the premises subject only to the following incrmitted exceptions," if any: (a) General real estate taxes for 1922 and subsequent years; (b) Building lines and building laws and ordinances; (c) Zoning laws and ordinances; (d) Visible public and private roads and highways; (e) Easements for public utilities which do not underlie the improvements on the property; (f) other covenants and restrictions of record which ware not violated by the existing improvements upon the property; (g) party wall rights and agreements; (h) existing leases or tenancies if any.
- 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.

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IV. INSTALLMENT PURCHASE:

Buyer hereby covenants and agrees to pay Seller at 15028 South Minerya, Dolton, IL 60419 or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from date of initial closing at the rate of eight and half (8 1/2%) per annum, all payable in the manner following to wit:

- a. Buyer has paid One Thousand and no/100ths (\$1,000.00) as earnest money to be applied to the purchase price and will pay an additional Five Thousand (\$5,000.00) Dollars on day of closing plus or minus prorecions. The earnest money shall be held by the Broker for the mutual benefit of the parties concerned;
- b. The balance of the purchase price, to wit: Fifty Eight Thousand and no/100ths (\$58,000.00) to be paid in equal monthly installments of \$445.26 (principal and interest only) each commencing on the 1st day of May, 1993, and on the first day of each month thereafter until the purchase price is paid in full ("installment payments");
- c. 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 1st day of April, 1998;
- d. 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 (if the purchaser has failed after 30 days notice to do so) any taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, to pay (if the purchaser has failed to do so after 30 days notice) any insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

V. CLOSINGS:

The "closing" shall occur on <u>April 21</u>, 1993 "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

VI. POSSESSION:

Possession shall be granted to Buyer at 6:00 p.m. on or before April 30, 1993, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller.

VII. PRIOR MORTGAGES:

VIII. SURVEY:

Prior to the final closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor showing all improvements existing as of this contract date and all easements and building lines.

IX. TITLE:

- 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 Chicago Title and Trust 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 the contract (3) prior mortgages (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 (6) General real estate taxes for 1992 and subsequent years; "At final closing costs of owners title insurance policy to be divided equally between the parties.
- 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 waiver, 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 alice Seller time to have If the Seller fails to have unpermitted said exceptions waived. 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) day after the expiration of the 30-day period, to take then 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. If a Special Tax Search, Lien Search, a Judgement 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 provided the Buyer has not satisfied such judgement within fifteen (15) days.

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.

X. AFFIDAVIT OF TITLE:

Seller shall furnish Buyer at or prior to the final closing, with an Affidavit of Title covering said dates, subject only to those permitted exceptions set forth in the contract, prior mortgages and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 15. 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.

XI. 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 possession subject to prorations upon receipt of the actual tax bill.

XII. 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 owelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, her principal or her 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 sold in "As Is" condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, pluriding and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer.

XIII. BUYER TO MAINTAIN:

Buyer shall keep the improvements on 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 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 kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, herself, 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 repotrs and do all work required to place said premises in good repair and in a clean, sightly and healthy condition, and Buyer agrees to ray 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 with thirty (30) days of such notice (except as is otherwise provided in paragraph 21), and upon detailt by Buyer in complying with said notice, then, Seller may avail herself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

XIV. 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 of equipment shall be removed from the premises without consent of the Seller.

XV. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 6 for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erectal on premises with a company, or companies, reasonably acceptable to Seller, 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 parties hereto and the interests of any mortgage 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.

XVI. TAXES AND CHARGES:

Buyer shall pay to Seller on the day monthly installments of principal and interest are payable a sum equal to one-twelfth of the yearly taxes and assessments which may attain priority over the installment payments for warranty deed, if any plus one-twelfth of yearly premium installments for hazard insurance all as reasonably estimated initially and from time to time by the seller on the basis of assessments and bills and reasonable estimates. Seller shall give buyer a 50 day notice of any increase in the monthly installment of insurance and real estate taxes, evidence of increase to accompany natice from Seller. Monthly Installments commencing May 1, 1993 shall be One Hundred (\$100.00)/per month until further notice by Seller.

XVII. 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, shell belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

XVIII. LIENS:

- a. Buyer shall not suffer or permit any mechanical 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 premise, except if the same shall contain 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.

XIX. PERFORMANCE:

- 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 thirty (30) 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 forfeit the Buyer's maintain on action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated Janages in full satisfaction of any claim against Buyer, and upon buyes'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. Buyer may elect to make payments of taxes, insurance or liens and receive a credit; in the event seller fails to timely pay taxes and insurance.
- c. Seller may impose and Euver agrees to pay a late charge not exceeding 5 percent of any sum due hereunder if paid on or after the 15th day after the date the sum was due;
- d. Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 30 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 of monetary claims arising from acts or obligations of Buyer under this Agreement.

XX. 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

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 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 judgement 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.

XX. NOTICES:

All notices required to be given under this Agreement shall be constructed 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 1 or if to the Buyer at the address of the premises. Notice shall be deemed made mailed or served.

XXI. 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, "placing in jeopardy sellers interest in the premises."

XXII. CLOSING:

Buyer shall be entitled to delivery of the Deed of conveyance, aforesaid Affidavit of Title and a Bill of Sele 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 2.12 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. 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 received 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 Trust Deed to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyers, 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.

MXIII. TITLE IN TRUST:

- a. In the every 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 if appropriate under th terms of this Agreement in accordance with the provisions of paragraph 3, 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 names and addresses of each and every beneficiary of and person with a power to direct the Title Holder in attached hereto and by this reference incorporated herein as Exhibit "A";
- b. The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustes shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be anjoyed or performed hereunder and such person or persons with the rower to direct the Trustee jointly and severally agree to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such person 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 subparagraph (a) and (b) of this paragraph 26 with Buyer paying all trust fees and recording cost resulting thereby.

XXIV. RECORDING:

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

XXV. 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.

XXVI. 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.

XXVII. PROVISIONS SEVERABLE:

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

XXVIII. BINDING OR MEIRS, TIME OF ESSENCE:

The obligations of two or more persons designated "Saller" or "buyer" in this Agreement shall be joint and several, and in such case each hereby authorized the other or others of the same designation as his or her atterney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

XXIX. REAL ESTATE BROKER:

Durham Realty is the only broker involved in this transaction.

And has been paid a brokers Commission 3 12,560,00 miR.

IN WITNESS OF, the parties hereto have hereinto set their hands and seals this day of April 21, 1993.

SELLER: Martella Kallin

BUYER

This instrument prepared by: PATRICIA BANKS & ASSOCIATES 30 NORTH LA SALLE STREET SUITE 1722

CHICAGO, ILLINOIS 60602

(312) 726-7161

ATTY. NO. #22764

EXEMPT AND ABI TRANSFER DECLARATION STATEMENT REQUIRED UNDER PUBLIC ACT 87-543 COOK COUNTY ONLY

The GRANTOR or his agent affirms that, to the best of his knowledge, the name of the GRANTEE shown on the deed or assignment of beneficial interest in a land trust is either a natural person; an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois; a partnership authorized to do business or acquire and hold title to real estate in Illinois; or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated, 1993	DEPT-UT RECOUNTING \$41.50
STATE OF ILLINOIS	GRAMMOR ONNAZER 104/22/93 12:33:00 #5166 # #-93-298483 CODK COUNTY RECORDER
COUNTY OF COOK) SS:	0.400.000
Subscribed and sworn to before me this 21 avat April	93298483
My commission expires: Notary Public, State of Hindu My Commission Expires 8, 14/93	Helena Mayo Notary Public
***************	******
The GRANTEE or his agent affirms and varifies that the name of the GRANTEE shown on the deed or assignment of beneficial interest in a land trust is either a natural person; an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois; a partnership authorized to do business or acquire and hold title to real estate in Illinois; or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.	
Dated _April 21,, 1993	GRANTEE OR AGENT
STATE OF ILLINOIS)	
) SS COUNTY OF COOK)	
Subscribed and suorn to be see as this 21 day of AD ril "OFFICIAL SEAL" HELENA P. MAYO Notary Public, State of Illinois My Commission Expires 8/14/93	Helma mayo
MOTE: Any person who knowing typechairs a fitter statement soprenning the identity of a GRANTEE shall be guilty of a Class C misdement of the first offense and a Class A misdement of subsequent offenses.	
[Attach to Deed or ABI to be recorded in Gook County,	if exempt under provisions of Section 4 of

Illinois Real Estate Transaction Tax Act)

Stoppeth of Cook May 20 Goods Standard -)019848 1 750