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ARTICUS OF AGRESMENT FOR DITE

1. BUYER, TIMOTHY JULIUSSON Address 4138 N. Clarendon	
Chicago . Cook County: State of Illinois agrees to purchase, and Stitte, 1471 N. Hilwaukee	
Avenue Building Corporation Address 105 W. Madison St.	-
Cook County: State of 11110018 agrees to sell to Buyer at the PURCHASE PRICE of Three Hudred Seventy Pavo Thousand Dollars is 375,000.00 The PROPERTY Community known at 1471 No. Milwaukae Ave.,	-
Chicago, 11. 60622 and legally described as inflows:	
LOT 53 IN BLOCK 4 IN PICKET'S SECOND ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	
17.06.209.015	
(hereinalter referred to 2s "the premises")	
with approximate lot dimensions of	29.50 ::00
. \$5519 + DW #-94-5868	<b>58</b> 5
. COOK COUNTY RECORDER	•
All of the foregoing items () all 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 Boyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made.	
and performed by said flower, at the time and in the manner bereinafter set forth, Seller thall convey or cause to be conveyed to Buyer fin	
initist tenancy) or his nominee, by a recoulable, stampers general. Truscee 8 deed with release of homestead rights, good like to the premises subject out to be following "permitted exceptions," if any: (a) General real estate takes not yet due and	-
payable; (b) Special assessments confirmed the first contrast date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of second; (d) Zoning laws and ordinances; (e) Lasements for public utilities; (l) Ocainage disches, feeders, laterals and	
where the mine or other combute (a) if the property (.gt) or than a detached, tingle-lamily bottle; Gally Walls, Gally Wal	
ments; coverants, conditions and restrictions of recovil; terms, provisions, coverants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements each! bed by or implied from the said declaration of condominium or amendments.	
thereto, if any; limitations and conditions imposed by the Ulinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established, sussiant to the declaration of condominium.	
b. The performance of all the covenants and conditions be ein 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 1 ay to Sellos at 105 W. Madison St., Suite 700,	-
Chicago, IL 60602 or to such other person or at such other place as Seller may from time to time designate in writing, the nurchase price and interest on the balance of the purchase price rem, mir g from time to time unpaid from the date of initial closing at	
(a) Buyer has paid \$	
money to be applied on the purchase price. The earnest money shall be held by	
tal Buyer has paid \$	
(c) The balance of the purchase price, In wil. \$ 337,500.00	
Honthly installments of \$ 2,715.60 each, commencing on the	
18t day of August 19 94, and on the 18t day of each threeafter until the purchase price is paid in full	
("Installment payments");  (th) The final payment of the purchase price and all accrueil but unpaid interest and other charges as beceivalter are decided, if not sooner	
paid shall be due on the 18t day of July 1996:	
(e) All payments received becomes shall be applied in the following order of priority: first, to interest accrued a dowing on the unpaid principal balance of the purchase poice; second, to pay before definitional all taxes and assessments which subsequen in the date of this Agreement may become a lien on the parmites; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal halance of the purchase price;	
(f) Payments of principal and interest to Seller shall be received not in tenancy in communi, but in joint tenancy with the light of survivorship.	
A creamers, the "initial closine" shall occur on	
extended by reason of subparagraph 8 (b) as Office of Seller's attorney "final closing" shall occur if and when all covenants and conditions berein to be performed by Buyer have been so performed.	
5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on <u>June 29</u> , 19.94, 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 keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the businee of the purchase puke unpaid at any time under this Agreement, the lien of which prior more against a all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyes may have in the premises,	

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 pilor 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 he 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 morrgage.

(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 altorney'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 fluyer 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.)

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[2] As least one [3] business day prior to the initial rinking, seller stall forms or cause to be turnibed in larger at seller's expense an Owner's Duplicate Certificate of Inde issued by the Registral of Eddes and a Special Fax and Firm Search or a commisment issued by a filler insurance company licensed to do tusiness in Illinois, to issue a contract purchaser's tide insurance policy in the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date bereof, 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 lewer 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 in 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 fluyer, or those claiming by, through or under the fluyer.

(b) If the title commitment discloses impermitted 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 instruction committed instructions and the initial closing shall be delayed, if occessary, 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 by title insurance specified above as to such exceptions, within the specified time, the Buyer may fermionte 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 it, with the right to deduct from the purchase price, Bens or encumbrances of a definite or ascertainable amount, if the Buyer does not so elect, the contract between the parties, shall become not and void, without further action of the parties, and all monies paid by Buyer becoming that he refunded

- (c) Every life commitment which contours 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 Law Search, Gen Search, a findgment Search or the title commitment disclose judgments against the fluyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the fluyer.
- (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 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 entryphin to delive ton promitted under paragraph B (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the linal closing.
- 9. AFFIDAVIX OCYTLE: Seller shall furnish fluyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of fifte, covering said dates indiject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions. Stany, as to which the fille insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to propert (is field in trust, the Affidavit of title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficially of some said from Alfidavit of the required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficially of said from Alfidavit of the required to be furnished. Coverage Owner's Policy Statement" and such other documents as the customary or required by the issuer of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

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- 10. HOMEOWNER'S ASSULES HON:

  (a) In the event the premises are subject to a townboose, condominion or other homeowner's association, Seller shall, prior to the initial closing, furnish fluyer a states out from the floated of managers, treatment or managing agent of the association certifying payment of assessments and, if applicable, prior of waiver or termination of any right of first refusal or general option contained in the declaration or hylaws ingether with any other documents required by the declaration or bylaws ingether with any other documents required by the declaration or bylaws ingether with any other documents required by the declaration or bylaws ingether with any other documents.
- (b) The Boyer shall comply with any coveraints, combiness, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of an angle cable association.
- 11, PRORATIONS: Insurance premiums, general (1.5.5, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted catably as of the cate of minial chosing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reprovation upon receipt of the actual tax foll, Luther, interest on the unpaid principal amount of the purchase price from the initial closing date until the labor of the first installment payment shall be a proration credit in favor of the Seller.
- 12. FSCROW CLOSING: At the election of Seller or transactions or the other party not less than five (5) days prior to the date of either the initial or final closing, this transactions or the conservance contemplated bereby shall be made through excrow with a title company, bank or other institution or an attorney licensed to describes or to practice in the State of Binois in accordance with the general provisions of an excrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an excrow, anything in this Agreement to the contrary notwithstay dup, installments or payments due thereafter and delivery of the Dead shall be made through excrow. The cost of the excrow including in another money lender's excross, shall be paid by the party requesting

1) SELLER'S REPRESENTATIONS: Buyer takes the projecty "as is".

The setter expressly warrants to higher that no ninter from any city, what or or inher givernmental authority of a theoling code violation which existed in the dwelling structure on the premises herein then then the Agreement was executed, has been received by the seller, his principal or his agent within ten (10) years of the date of execution of the Agreement

this feller represents that all equipment and appliances to be conveyed, including 3 at not limited to the following, are to operating sometions all mechanical equipment, heating and crothing equipment; water heaters a disolveners, reptic, plumbing, and electrical systems; kinden equipment remaining with the premises and any interdistriction successful property to be transferred to the Boyer. Upon the Buyer's request prior to the time of possession, seller shall demonstrate to the filler or his representative all said equipment and upon receipt of written notice of deliciency shall primptly and at seller's experience specified deliciency IN DIE ABSENCE OF WRITTEN NOTICE OF ANY DIFFERENCE THE BOYER PRIOR TO THE SYLCEN'S TURNSHIRE CONSTRUCTORY FOR ANY THE SELLER SHALL HAVE NO COUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SANSFACTORY TO THE CONTRACT THE SYLLER SHALL HAVE NO FOR THE RECONSTRUCT WHITTEN HERE STALL HAVE NO

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property: of to be delivered to fluyer shall the moved from the premises at Seller's expense before the clare of initials busing

14. BUYER TO AIAINTAIN; Buyer shall keep the improvements on premises and the grounds in as good to be and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises are including by way of example and not of finitation, interior and exterior painting and decruating; window glass; heating, sentilating and also conditioning equipment; plumbing and electrical systems and fixtures; root; masonry including chimneys and liceptaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by fluyer, Seller may either the same, himself, on by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement of a minet ference with fluyer'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 fluyer agrees to pay to Seller, as so much additional purchase paire to? The premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or the notify the fluyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (10) days of such notify (current as is otherwise provided in paragraph 211, and, upon default by fluyer in complying with said notine, then, Seller may avail howelf of such remedies as Seller may elect, if any, from those that are by this Agreement of at any equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, fluyer 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 paire is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Selfer.

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 Honcowners form 3 ("ITO.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price beread (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 bereto and the interests of any mortgages 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 bereunder, any insurance proceeds which either or both of the parties bereto 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 poke.

- 17. TAXES AND CHARGES: It shall be the fluyer's obligation to pay immediately when due and payable and prior to the date when the same shall become definquent 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 lurnish Seller with the original or duplicate receipts part mere therefore
- 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 the, 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 fluterin referred to as "funds") equal to one-twellth of the yearly taxes, assessments which may become a lieu 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 positive 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 becoming due and payable. Failure to make the deposits required becoming due and payable.

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The lands shall be bold by Sele to a misting to decide using any or of which are project to know agency. Seller is beineby authorized agency to up the louds of strength of the lands of th

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 resonably 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 covernants or agreements between 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. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as berein provided, Buyer shall pay to seller any amount necessary to make up the delicienty within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof

Seller may not charge for serbolding and applying the funds, analyzing said account, or secilying and compiling said assessments and bills, nor shall fluyer be entitled to interest or earnings on the lands, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due bereunder, Seller dialt promptly telsind to flayer any lunds so held by Seller.

(a) No right, title, or interest, legal or equitable, in the pemises described berein, or in any part thereof, shall vest in the Ruyer until the Deed, as berein provided, shall be delivered to the Ruyer.

th) 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 Ruyer therefore or for any part thereof.

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(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever so attach to ur be against the property which shall or may be superior to the sights of the Seller,

(b) Each and every contract for repairs or improvements on the premises almosaid, or any past thereof, shall contain an express, full and

complete waiver and release of any and all lied or claim of lier against the subject premises, and no contract or agreement, or all 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't be part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller,

21, PIRTORMANCE:

[33 II Buyer (1) defar (c) y faling to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and surface of a fall is not correct within ten (10) days of written motice to flayer; or (2) defaults in the performance of any other coverance or approximation and such default is not correct by flayer within thirty (30) days after written notice to flayer (miless the default involves a dangerous, condition which shall be cuted by flayer within thirty (30) days after written notice to flayer (miless the default involves a dangerous, condition which shall be cuted by flayer within thirty (30) days after written notice to flayer on thirty and before any series and one or cost of the following remedies in addition to all other rights and consectes provided at faw or in equity: (i) maintain an action for any unpaid accidences; (ii) declain the entire halance due and maintain an action for such amount, (iii) flexibility in paid at flightful damages in full satisfaction of any claim against flayer, and upon fluyer's failure to correctly posterviou, maintain an action for possession under the Forcible Long and Default Act, subject to the rights of fluyer to reinstate as provide, in that Act.

th) As additional security in the event of (el. ph. fluyer assigns to Seller all unusid sents, and all sents which account the read-in addition to the renedles provided above and it is sujunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay fair 5, as estiments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount its 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 bereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (333) the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of the Purchase Price and accrued interest then outstanding and cries any other defaults of a nonetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, FEES:

[all fluyer or Seller shall pay all reasonable attorney's less and constinented by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending an eproceeding to which fluyer or Seller is made a party to any legal proceedings as a result of the arts or omistions of the other party.

legal proceedings as a result of the arts or omissions of the distinct, sendate and consultive, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless the likelity waived in this Agreems; 12t no waive 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 (a) is the after knowledge of any breach of this agreement of aller the refresh or default; the payment or acceptance of money after it (a) is the after knowledge of any breach of this agreement of aller the refresh end for after the remainder of procession of the premises shall not reignate, continue or extend this Agreement nor after any such notice, demand or suit or any eight because not berein expressly we seef.

23. NOFICES: All notices required to be given under this Agreement shall be construed to mear, notice in writing signed by or on beliate of the party giving the same, and the same may be served upon the other party or bis agree proceeding or by certified or registered mail, return receipt requested, so the parties addressed if to Seller at the address shown in paragraph 19 in the fluyer at the address of the prenises. Notice shall be deemed made when mailed or served,

24. ABANDONARMS: fifteen days' physical absence by Buyer with any installment being unpaid, or cer urvat of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has var and the premises with no intent again to take possession thereof diall be conclusively decreased to be an abandonment of the premises by duyer. 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 action "Quyer's agent to perform necessary decorating and repairs and to re-sell the premises outlight or on terms similar to those contained into its Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to base 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 lefter without additional payment by Seller to Buyer.

25. SEELER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provine I that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

76. CALCHALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month a the case of one twelfth of the annual interest rate and shall be calculated upon the unpaid balance the 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.

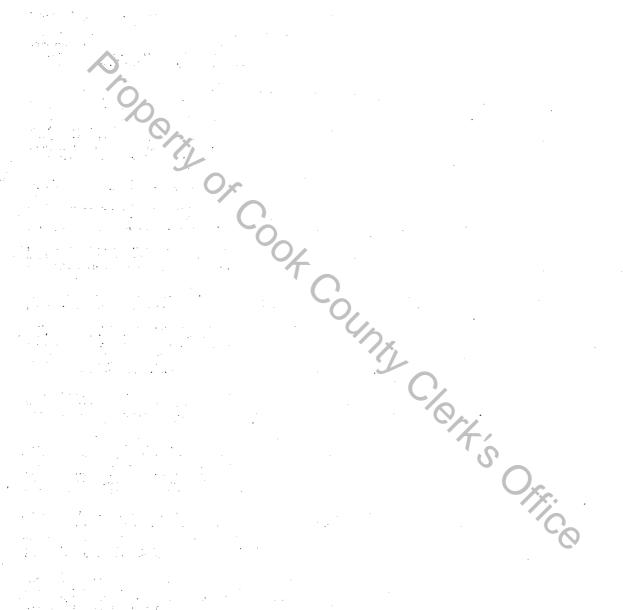
22. ASSIGNMENT: the Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or licerender nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest hereis or hereunder, or in the said premises in any such transferre, phyloger, assignee, letsee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeithire 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 fluyer under this Agreement at any time upon payment of all amounts due hereunder in the form of each or cashier's or certified check made payable to Seller, which amount diall be without premium or penalty. At the time fluyer provides notice to Seller that he is prepared to prepay all amounts due between the seller for this interest and record at his expense a celease 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 the hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender. sums the bereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any, if prot 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 (acilitate 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, Coursty 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.

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227. THEE IN TRUST:

(a) 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 if 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 becein as Exhibit A.



(h) The beneficiary or beneficialies of hubble person of plants with Lanney authorate rupper built cumulas yet be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed because and such persons with the power to direct the Trustee pointly 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) II, at the time of execution of this Agreement, title to the measures is not built in account of

(cf 8), at the time of execution of this Agreement, title to the premises is not held in a trust Selier agrees that upon the written request of the flayer any time polor in the final closing. Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with flayer paying all trust fees and recording cost resulting thereby.

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

11. HINERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as

32. CATIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are too to be construed as confining or limiting in any way the scope or intent of the provisions bereof. 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 he freely interchangeable.

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

24. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the beirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

35, IOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall he foint 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 at perform any act or agreement with respect to this Agreement	of the premises.	
36. NOT BINDING UNITE SIGNED: A duplicate original of this Agre Seller is a trustee, then by said trustee and the heneliciaties of the fo		
, 19 ; otherwise at the earnest money, if any, shall be refunded to the Buyer.	the Buyer's option this Agreement shall become null a	nel voiel and
17. REAL ESTATE BY OFFR: Seller and fluyer represent and warrant that None	isio reaf estate brokers were involved in this transaction	n other thai
and		
Seller shall pay the brokerage commission of said broker(s) in accordan the time of initial closing. IN WIINESS OF, the parties berein have beteunto set their bands an		brokerfs) at
SELLER: Out / ay	imothy Juin	
this instrument prepared by		
Agran & Agran, Ltd.		
105 W. Madison St., Chicago, IL 60602		
	4	

1, the undersigned, a Notary Public in and for said County, in the State algerial, DO HEREBY CERTIFY that, Subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that delivered the said instrument as a free and voluntary act, for the uses and purposes herein sectoritis. personally known to me to be div same person. ugnerl, sealed and Given under my hand and official seal, this diffday of 19<u>94</u>. RAYMOND J PROSSER -Commission expires MY COMMISSION EXP: 5/3/95 STATE OF ILLINOIS) COUNTY OF

STATE OF ILLINOISI COUNTY OF

t, the undersigned, a Notary Public in and for said Courty, in the State aforesaid, DO HEREBY CERTIFY 🖼 Subscribed to the loregoing instrument appeared before me this slay in person, and as knowledged that be\_signed, etc. I and delivered subscribed to the loregoing instrument appeared before me this slay in person, and as knowledged that be\_signed, etc. I and delivered

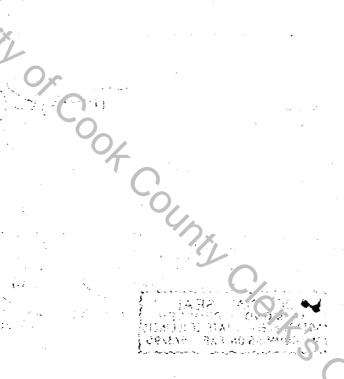
	ee and voluntary act, for the uses and purpose	inerem seriorin.	
Given under my hand	and official seal, this 200 day of	1994.	
	3." OFFICIAL SEAL " }	farmal Sham	
Commission expires	RAYMOND J PROSSER }	Notary Public	-
STATE OF ILLINOIS	MY COMMISSION EXP: 5/3/95		

COUNTY OF , a Motary Public in and for said County, in the State aloresaid, do hereby certify that Vice President of and 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 Secretary then and there acknowledged that he, as custodian of the corporation, did allix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under m	y hand and notarial sea	l thisday of	, 19_	
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	·	
	Notary Public	
Commission expires	,	•



MORROLAGIRAGO A SANGRAGO A SANGRA

ABRAHAM AGRAN 105 W. MADISON ST. #700 CHICAGO, IL 60602

### RIDER

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN ARTICLES OF AGREEMENT FOR DEED JUNE 29, 1994 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 1471 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS ENTERED INTO BY 1471 N. MILWAUKEE AVENUE BUILDING CORPORATION ("SELLER") AND TIMOTHY JULIUSSON ("PURCHASER").

- R1. Changes or Repairs to Premises. Any and all changes or repairs to the premises shall be done according to the applicable codes of the City of Chicago and no work shall be begun without first obtaining the proper permits from the applicable City bureau.
- R2. Notice. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, raturn receipt requested or by facsimile transmission to the office of the attorney for a party, shall be sufficient service.

PURCHASER

SELLER

Continue Office

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MAIL JUNE

ABRAHAM AGRAN 105 W. MADISON ST. #700 CHICAGO, 1L 60602