	9.1	11:3	31	110)		_				_			
	. .					7		IΛ						900
ata ta sa di sa	196 S. J. M. M. B.			1		9. g	100		افر		,)	Y		944334
his form has	been appluv	d by t	10:10	LIV.	e Low	omn		I NO DIT	re Chal	A RESIDENCE	W Ci Dui	ı iğ medil	Jy taws era only.	***

ARTICLES OF AGREEMENT FOR DEED

	Address 9709 Marguette	
COOK	Address 9709 Marquette Of Tllingiagrees to purchase, and SELLER, Carlos Address	05
County: State of	agrees to sell to Buyer at the PURCHASE PRICE of eleven thousand	~
Duitars (\$ 11,000.00	0) the PROPERTY commonly known as 8811 S. Houston Ave.	
and lega	gally described as follows: Lot: 42 in Block 25 in South Chicago, a	
ubdivision by the Calumet and best 1/2 and parts of the East	nd Chicago Canal and Dock Company of the East 1/2 of the st Fractional 1/2 of Fractional Section 6, North of the	
Indian Boundary Line and that	t part of Fractional Section 6, South of the Indian Bounda	
ine, lying North of the Mic	chigan Southern Railroad and Fractional Section 5, North of	of th
ndian Boundary Line, all in the premises" W	Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N.: 26-06-211-005	
with approximate lot dimensions of	* X 125 t , together with all	
THE PROPERTY AND THE PROPERTY OF THE PROPERTY	XOKKHAKKHAKKAKAKAHAKAMAKAMAKAMAKAKHAKKAKAKAKA	
MKOMWHMKHMKKHWWAKKWKKWKKWK	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	~~ E0
<i>N</i> ,	DEPT-01 RECORDING *** T#0013 TRAN 3414 02/09/94 09:10	127.50 1100
	. \$6320 \$ EB \\-94-1331	iŏ5
All of the foregoing iter is shall be left on the p	COOK COUNTY RECORDER 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:	ants and perform all the covenants and agreements in this agreement required to be made	
and performed by said Buyer, at the time and in	ents and perform all the covenants and agreements in this agreement required to be made in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in ble, stamped general WATTANT! deed with release of homestead	
rights, good title to the premises subject an'y to	to the following ' permitted exceptions,' if any: (a) General real estate taxes not yet due and	
tions and covenants of record; (d) Zoning (a) is a	(or this contract date; (c) Building, building line and use of occupancy restrictions, condi- land ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and	
drain tile, pipe or other conduit; (g) If the prop ments; covenants, conditions and restrictions of	perly, is other than a detached, single-family home: party walls, party wall rights and agree- of recold; terms, provisions, covenants, and conditions of the declaration of condominium,	
thereto, if any: limitations and conditions impo	none established by or implied from the said declaration of condominium or amendments observed by the Illinois Condominium Property Act, if applicable; installments of assessments	
due after the time of possession and easement by The performance of all the covenants and	ints eliáb ished pursuant to the declarátion of condominium. Id condition herein to be performed by Buyer shall be a condition precedent to Seller's	
obligation to deliver the deed aforesaid.	7	
3. INSTALLMENT PURCHASE: Buyer hereby cover		
the purchase price and interest on the balance of	her person or at such other place as Seller may from time to time designate in writing, of the purchase process in a sining from time to time unpaid from the date of initial closing at	4
The rate of the two Lyangers and the rate of the transfer of the two Lyangers and the transfer of the transfer	percent (2.2%) per annum, all payable in the manner following to wit:	ź
(a) Buyer has paid \$ 500.00	<u> </u>	033330U
(Indicate check and/or note and due date) (an	nd will pay within days the additional sum of \$) as earnest	در هېر
money to be applied on the purchase price. The for the mutual benefit of the parties concerned;	e earnest money shall be held by	5
	tional sum of \$ 1 , 500 , 0.0 blus or rainus prorations, if any, as is hereinatter provided;	
(c) The balance of the purchase price, to wit	it: \$_9_000_00to be paid in equal	
monthly	installments of \$_220.00 each, commencing on the	
30+b day of June 1994 ("Installment payments");	and on the 3.0 th day of each orth, thereafter until the purchase price is paid in full	
그 일본에 살아내가 된 눈으로 내가 하면 하지만 하지 않는 사람들이 되었다. 그는 사람들이 살아보는 그 것이다.	nd all accrued but unpaid interest and other charges as how inafter provided, if not sooner	
paid shall be due on the 30th day of Ma		
(e) All payments received hereunder shall be	applied in the following order of priority: first, to interest accroes and owing on the un-	
this Agreement may become a lien on the prem	econd, to pay before delinquent all taxes and assessments which sub-co-ient to the date of mises; third, and to pay insurance premiums falling due after the date of this Agreement, adapte of the nurchase price.	
and fourth, to reduce said unpaid principal bal (f) Payments of principal and interest to Seller	alance of the purchase price; or shall be received not in tenancy in common, but in joint tenancy with the right of sur-	
viunrehin		
4. CLOSINGS: The "initial closing" shall occur on	February 8 94 (or on the date, if any, to which said date is seller's attorney's office "Final closing" shall occur	
extended by reason of subparagraph 8 (b) at if and when all covenants and conditions herein t	to be performed by Buyer have been so performed.	
5. POSSESSION: Possession shall be granted to Bu down payment minus net prorations due in favo initial closing date, and further provided that Buy	Superior XOLXXX provided that the full or of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the iyer on such initial closing date is otherwise not in default hereunder.	
6. PRIOR MORTGAGES: (a) Seller reserves the right to keep or place a n	mortgage or trust deed ("prior mortgage") against the title to the premises with a balance	
including interest not to exceed the balance of mortgage shall, at all times notwithstanding that	of the purchase price unpaid at any time under this Agreement, the lien of which prior it this Agreement is recorded, be prior to the interest that Buyer may have in the premises,	
and Buyer expressly agrees upon demand to exe	ecute and acknowledge together with Seller any such mortgage or trust deed (but not the leed placed on said premises including any such prior mortgage shall in any way accelerate	
the time of payment provided for in this Agreen	ement or provide for payment of any amount, either interest or principal, exceeding that ise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage	
or trust deed in any way restrict the right of prepa	payment, if any, given to Buyer under this Agreement.	
(b) Seller shall from time to time, but not less fr	frequently then once each year and anytime Buyer has reason to believe a default may ex-	

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

from the installment payments to be made under this ogreement.

7. SURVEY: Prior to the installment payments to be made under this ogreement.

7. SURVEY: Prior to the installment payments to Buyer or his agent a spotted survey of the premises, certified by a licensed survey of the payer, 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.)

(b) The beneficiary or benefit into a and the perion of derson with power to direct the trustee shall cumulatively be defined to joinly and severally have all of the rights denetits, obligations and outles by the Sener to be enjoyed or performed hereunder and such persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

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

- 30. RECORDING: The parties shall record this Agreement or a memorandum thereof at Buyer's expense.
- 31. RIDERS: The provision contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.
- 32. CAPTIONS AND PRONOUNS: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable
- 33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- 34. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement
- 35. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Seller is a trustee, then by said trustee and the beneficiaries of	Agreement duly executed by the Seller and his apouse, if any, or if the Trust shall be delivered to the Buyer or his attorney on or before
	se at the Buyer's option this Agreement shall become null and void and
the earnest miney of any, shall be refunded to the Buyer.	t that no real estate brokers were involved in this transaction other than
	t that no real estate prokers were inscrived in this transaction other than
Central Realty	
and	
Seller shall pay the brokerage commission of said broker(s) in according the time of initial closing.	ordance with a separate agreement between Seller and said broker(s) at
IN WITNESS OF, the parties hereto have hereunto set their han	ids and seals this day of
Felong 1994	
SELLER:	BUYER:
K Carlos Velasarios	(De line
C-	
4	
This instrument prepared by	
Gerald R. Czarobski	
3501 E. 106th St., Ste. 208	
Chicago, IL 60617	
STATE OF ILLINOIS) 55	-
COUNTY OF COOK	0,
I, the undersigned, a Notary Public in and for said County, in	the Liste foresaid, DO HEREBY CERTIFY that Carlos
Velasquez personally known	to me to he ie same person AS whose name IS
subscribed to the foregoing instrument appeared before me to delivered the said instrument as a free and voluntary act, for the use	his day in person, and acknowledged that he signed, sealed and es and purpose therein set forth.
Given under my hand and official seal, this day of	elsun 194
Given under my hand and official seal, this garday of Z	
	level yandol
2/17/85	12-20-20 A JAPHA SANASANA
Commission expires	(" OFFICIAL SEAL " }
STATE OF ILLINOIS)) SS	GERALD R CZAROBSKI
COUNTY OF COOK	MY COMMISSION EXPIDES 2/17/95 }
I, the undersigned, a Notary Public in and for said County, in	the State aforesaid, DO HEREBY CERTI 4-th 1-Ree1
Salinas personally known	to me to be the same person_asorc.name_is_
subscribed to the foregoing instrument appeared before me this d the said instrument as a free and voluntary act, for the uses and pur	ay in person, and acknowledged that. ne signer, spaled and delivered poses therein set forth.
Given under my hand and official seal, this day of	Isu, 1094
GIVEN UNGER MY MANG AND DINCIST SEAT, MISGAY OF	
, /	Glearl Camble
Commission expires 2/17/95	Notary Public
- Sommission expires	SEAL
STATE OF ILLINOIS)) 55	" ("" " " " " " " " " " " " " " " " " "
COUNTY OF)	
hereby certify that	
Vice President of	
and	Secretary of said corporation
who are personally known to me to be the same persons who	
Vice President and	
Secretary, respectively, appeared before me this day in person and	d acknowledged that they signed and delivered the said instrument as not said corporation, for the uses and purposes therein set forth; and
the said	Secretary then and there acknowledged that he, as custodian of
the corporation, did affix the corporate seal of said corporation to voluntary act of said corporation, for the uses and purposes their	said instrument as his own fee and voluntary act and as the free and ein set forth.
Given under my hand and notarial seal thisday of	, 19
Commission aurites	Notary Public
Commission expires	

any prior Also pay 1 be responsible

the first half of 1993 and a taxes before the due date.

78, 1995, as the buyer will

the due da the buyer insurance

ses before 1995, as to tax or i

tages 7 8, 19 be no

initial closing taxes for the installment of the 1993 taxaxes on or before February 8 4 and coward. There will be

of Ed.

of taxesx. He was

buyer Seller wi umpaid to to buyer for payme

(a) At least one (1) business any prior to be initial costing. Site shall fall the process of a commitment issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereol, subject only to: (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6, (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to

against tine buyer, or those claiming by, through of under the Buyer.

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

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

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

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the permises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TALE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dr.e. 3. bject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions. 3 any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or benefic aries of said Trust. All parties shall execute an "ALTA toan and Extended Coverage Owner's Policy Statement" and such other documents 3.2.2 customary or required by the Issuer of the commitment for title insurance.

18. HOMEOWNER'S ASSECUTATION:

(a) In the event the premise of the subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the unital closing, furnish Buyer a steam into from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with an covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

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

12. ESCROW CLOSING: At the election of Seller or B aye, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the company, bank or white institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement of the contrary notwith the terms of this Agreement to the contrary notwiths anding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an analysis money lender's escrow, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

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

to Seller represents that all equipment and appliances to be conveyed, including all not limited to the following, are in operating condition; all mechanical equipment; heating and cooling equipment; water heater, ar 3 softeners; septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPICITIVA FCR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

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

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as go_1; epair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said; remises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; healting, ventilating and air conditioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, elic. 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 'urs alter same, himself, or with Buyer's possession of the premises, without such entering causing or constituting a termination of this Agreement of 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 ob northy the Buyer to make such repairs and to place said premises in a clear, sightly, and healthy condition within thirty (30) days of such not be completed in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avair himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE

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

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

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

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

1

The funds shall be held by the formal unstrument medicing to a many of which are instrument grantened by a federal or state agency, feller is hereby authorized an interest to use the finds for be payment if the formentione fitaxes, assessments, rents and premiums, feller shall, upon 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 together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder if the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payable transf

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of executivin of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall yest in the Bryer until the Deed, as herein provided, shall be delivered to the Buyer

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become, the property of the Seller without liability or obligation on seller's part to account to the Buyer therefore or for any part thereof.

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to arrach to or be against

ne 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, or all or written shall be executer, by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien pon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE

21. PERFORMANCE.

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made io Seller under the terms of this Agreement and size? / clault is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreer (en) 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 increase the following remedies in addition to all other rights and remedies provided at law or in equity in maintain an action for any unipaid increase. (ii) declare the entire balance due and maintain an action for such amount, (iii) forfeit the Buyer's interest under this Agreem, nt and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender you lession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provide a in that Act.

(b) As additional security in the event of de ault, Buser assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay tay is, a sessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a large hot exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due

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

22. DEFAULT. FEES: (a) Buyer or Seller shall pay all reasonable attorney's fees and class incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in detending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unit as appendix waived in this Agreeent, (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 the left knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession heleunder, 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 wriveo.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent remonally 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 when mailed or served

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or a moyal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer his vacated the premises with no intentiagain to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises bid act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contain a distins Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill or seller without additional payment by Seller to Buyer.

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

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the pre-reging month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lesses, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall execute and furnish such real estate transfer declarations as may be required to co 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 per-

(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 herein as Exhibit A.