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2. THE DEED:										
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(f) Payments of price vivorship.	ncipal and inter	est to Seller s	hall be rec	ceived not	in tenancy o	n com mos n	n, but in jo	ot tenancs v	भ्राप्ति । स्थित	ght of sur-

DECEMBER 15 93 4. CLOSINGS: The "initial closing" shall occur on TITCOR TITLE extended by reason of subparagraph 8 (b) at TICOR TITLE , tor on the date, if any, to which said date is "Final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed

\$. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on DECEMBER 16, 19, 93, 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 details hereunder.

6. PRIOR MORTGAGES:

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

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

fc) 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. Boser 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 afformer's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easemonts and brinking lines. On the event the premises is a condominum, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Candominium shall be required.)

direct the Trustee shall cumulatively be deemed to (b) The beneficiary or benef jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed here under and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust. Agreement do or perform themselves directly

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

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

31. RIDERS: The provision coniained 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 consenience only, and are not to be construed as contining or limiting in any was the scope or intent of the provisions hereof. Whenever the contest 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 prevision 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 "Buser" in this Agreement shall be joint and several, and in such case each herebs authorizes the others of the same designation as his or her attornes-in-fact, or do or perform any act or agreement with respect to this. Agreement or the premises

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse in any, or it Seller is a trustee, then by said trustee and the beneficiaries of the frust shall be delivered to the Buser or his attorney on or Extere

the earnest money, if any, shall be refunded to the Buyer

. 19 ons basis at the Buser's option this Agreement shall become null and and and 37. REAL ESTATY BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction cyber than JAMESON REALTY and_ALL-AMERICAP REAL ESTATE Seller shall pay the brokerage con mission of said brokens: in accordance with a separate agreement between Seller and said brokens; in accordance with a separate agreement between Seller and said brokens; in the time of initial closing. IN WITNESS Of the parties here to have hereunto set their hands and seals this Amanope hatteral Back And Tost Jurquay of Change STELLER: NOT INDIVIDUALLY BUT SOLELY AS (RUSTEE OMDER THUSTED CONTINUED ALLA BY VICE PRE IDENT This instrument prepared by This instrument is executed by the undereigned Land Trustee, and pursonally but sinkly as Trustee in the companion of the local composition and common one with water.

- Intelleg it is common who in the common with the window. Mileminative of the control of the c STATE OF ILLINOIS Construction of the second of COUNTY OF I, the undersigned, a Notary Public in and for said County in the State of Irecaid. DO HEREBY CERTIFY that To MICHAEL WHITEAS subscribed to the foregoing instrument appeared before me this day in perior, and accompledged that support excelled and delivered the said instrument as a free and voluntary act, for the uses and purposes herein efforth Given under my hand and official seal, this DEC 1 5 1993 OFFICIAL SEAL viary Public Commission exper NOTARY PUBLIC, STATE OF ILLINOIS STATE OF ILLINOIS My Commission Expires 06:27/96 COUNTY OF COOK t, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kicka ? of subscribed to the foregoing instrument appeared before me this day in person, and ark nowledged that. whose lane 14 served signed visited and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth Given under my hand and official seal, this 15 day of Decen her District. 9/4/9/ NOTARY P. Commission expires MY COME STATE OF ILLINOISI 9-14-96 COUNTY OF a Notary Public in and for said County, in the State atoresaid, do hereby certify that Vice President of

voluntary act of said corporation, for the uses and purposes therein set forth Given under my hand and notarial seal this _____day of_ Notary Public Commission expires.

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

who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such,

and

_Vice President and _

Secretary of said corporation

The funds small be held in a like intercept on the depart of occurred intercept and directed to use the funds for the payment of the elementioned taxes, assessments, rents and premiums. Seller in hereby authorized and directed to use the funds for the payment of the elementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buver, give the Buyer an annual accounting of all such funds incommend and distinct including evidence of paid receipts for the amounts so disbursed. The lunds are hereby pleaged as additional security to the seller for the periodic payments and the unpaid balance of the purchase price.

periodic payments and the supplied parents of the periodic deposits of such funds payable prior to the due date of the aforementioned that 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 portionnance of the Buyer's coverants or agreements bereunder 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, duser shall pay to Seller any amount necessary to make up the deticiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof. ment thereof

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

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

for in the event of the termination of this Agreement by Japse of time, forfeiture or otherwise, all *Improvements, whether funshed or* nlipshed, whether installed or coestructed on or *about raid 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 past thereof

(a) Buyer shall not suffer or permit any mechanics' lien, judgment fren or other lien of any nature whatsoever to attach to or by 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 waiser and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, ural or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a cupy of each and every such contract shall be promptly delivered to Seller.

(a) if Buyer (1) defaults in failing to pay when due any single installment or payment required to be made to Seiles under the terms of (a) If Buyer (1) details in Alling to gas when due any single installment or payment required to be made to Selles under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer, or (2) defaults in the performance of any other coverant or agreement and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (infless the default invoises a dangerous condition which shall be cured forthwithing belief 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. (1) Buyer stand for any unpaid in strillments, (ii) declare the entire balance due and maintain an action for such amount, (iii) forfeit the Buyer's interest under this Agreement and retain all sums ped as liquidated damages in tuit satisfaction of any claim against Buyer, and upon Buyer's failure to surrender not institute an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstale as provided in the Act.

ib) As additional security in the event of defacts, thosic assigns to Seller all unpaid rents, and all rents which accross thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and tiwing and may seek

(c) If default is based upon the failure to pay tailes, accessments, insurance, or lieny, Seller may elect to make such payments and add the amount to the principal balance due, which amount is shell become immediately due and payable by Buver to Selley.

tel Seller may impuse and Buyer agrees to pay a fate of arge not exceeding \$1 on any sum due hereunder which Seller elects to accept after the date the sum was due

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

22. DEFAULT, FEES: (a) Buyer or Seiler shall pay all reasonable attorney's lees and constructed by the other in enforcing the terms and prosisions of this Agreement, including forfeiture or specific performance, in defending 2 in 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.

legal proceedings as a result of the acts or omissions of the other party.

(b) (T) Aff rights and remedies given to Buser or Selier shall be distinct, a position 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 Agreeent, (2) no waiver of any breach or default of either party hereunder shall be implied from any omission, by the other party so take any action on account of any similar or different breach or default, the payment or acceptance of mones after it also due after the considered any breach of this agreement by Buyer or Seller, or after the reministration of Buyers sight of possession here. Given, or after the service of any notice, or after the service of any not

23. NOTICES: All notices required to be given under this Agreement sight be exhibitived to in an 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 or consily or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph, or if to the Buyer at the address of the premises. Notice that be deemed made when mailed or served.

24. ABANDONMENT: Fitteen days' physical absence by Buyer with any installment being unpaid, or i moval of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to before Buyer has a catedate premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premise. So Buyer Insuch event, and in addition to Selfer's remedies set forth in paragraph 20, Selfer may, but need not enter upon the premises and according and repairs and to re-self the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of our case allowed distinal payment by Selfer to Buyer.

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

26. CALCUALATION 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 bafance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, 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 sest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledger, assignee, lessee or sub-lesses, but Selier may, at Seller's option, declare this Agreement null and soid and invoke the provisions of this Agreement relating to Torfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Attidavit of Title and a Bill of Safe to the per sonal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereurider 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 Buser 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 foan repayment letter reflecting the amount necessary of 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 if any. Opon repayment of the prior morigage Seller shall receive the cancelled note and a release deed in form satisfactors 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 morigage lender, then the delivery of the cancellest 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 morigage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the necessary of the prior morigage. 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 and the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements at then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

(a) In the event that title to the premises is held in or conseyed 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.

21 (F) AS ADDITION SECURITY PURCHASE SHALL GIVE SELLER A MORTGAGE AND ASSIGNMENT OF RENTS ON UNITS 402 & 407 IN THE SAME BUILDING WHICH SELLER MAY ASSIGN AS COLLATERAL.

UNOFFICIAL COPY as day prior to the initial closing. Seller shall furnish or cause to be furnished to

(a) Ar least one (1) business (a) At least one (3) business day prior to the initial closing. Seller shall furnish or cause to be turnished to Buser at Seller's expense an Owner's Diplicate Certificate of Title issued by the Registrar of Titles and Lien Scarch or a commitment issued by a title insurance compans. It ensel to do business in Illinois, to issue a contract purchaser's title insurance polics on the current form of American Land Title Association Owner's Polics for equivalent polics; in the amount of the purchase price covering the date hereof, subject only to (1) the general exceptions contained in the polics, unless the real estate of improved with a single family dwelling or an aparticular 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 Buser, or those claiming by, through or under the Buser.

against the Buser, or those claiming by, through or under the Buser.

(b) If the title commitment discloses unpermitted exceptions, the Sellier shall have theirs (30) days from the date of delivers, thereof to have the said exceptions waised, or to have the infle mixter commit to mente 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 Selfer time to have said exceptions waised, if the Selfer fails to have unperintted exceptions waised, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buser may terminate the contract between the parties, or may elect, upon notice, of the such that is (30) days after the expiration of the thirty (30) days period, to take the fulle as if then it, with the right to deduct tire. We put have price, fiens or encumbrances of a definite or ascertainable amount. If the Buser does not so elect, the contract between the parties shall become null and yord, without further action of the parties, and all mones, paid by Buser bereunder shall be relicited.

(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 Las Search, Lien Search, a Judgment Search or the title commitment disclose judgments assens the Buser which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be fortested by the Buser.

(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 the permises as shown to bins on or before the initial closing. Seller shall upon said delivery of possession have no lutther 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 furly ments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF 27.42: Seller shall furnish Buser at or prior to the initial closing and lagain prior to time closing said dates. Diject only to those permitted exceptions set furth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions. Loss, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the exent ritle to the property is high in trust the Affidavit of Title regioned to be furnished by seller shall be signed by the Trustee and the beneficing of benefit and visit affidites shall be such as 1.11 A Loan and Extended Coverage. Dwiner's Policy Statement and such other documents as a recustomary or required by the issuer of the commitment for title insufarce.

10. HOMEOWNER'S ASSOCIATION:

10. ROMEOWNER'S ASSOCIATION:

(a) In the event the premise are subject to a townhouse, condominion or other homeowner's association. Seller shall, prior to the initial closing, turnish Buser's a statem or from the Board of managers, treasurer or managing agent of the association certificity, 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 door, sents required by the declaration or bylaws thereto as a precondition to the transfer of ownershop.

(b) The Busier shall comply with any collections, conditions, festrictions of declarations of record with respect to the premises as well as

the blass, rules and regulations of any applicable association. Testictions of oer tarations of record with respect to the premises as well as the blass, rules and regulations of any applicable association.

11. PRORATIONS: Insurance premiums, general taxes, association assessments and infinal meter readings, among the obtained water and other utilities shall be adjusted ratably as of the dire of initial closing, keal estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon resents of the actual tax full. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until trunding of the first installment pasment shall be a proration credit in fasor of the Seller

22. ESCROW CLOSING: At the election of Seller of the election plant of the other party frot less than five β , days prior to the date of either the initial or final closing, this transaction or the closing space contemplated hereby shill be made through escrow with a line company, bank or other institution or an attorney licensed to no summers or to practice in the State of Illinous in accordance with the general processions of an excrisi trust covering articles of agreement to ride discussions with the terms of the Agreement Lipin creasion of six an extrox annihing in this Agreement to the contrare notwitistian, installments of pashients due therewher and delivery of the Clean shall be made through excrow. The cost of the excrow including a sand flars money lender's excrox, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

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

Select, his principal or no agent within ten (10) years or the date of execution of the Agreement.

(b) Select represents that all equipment and appliances to be conserved uncluring that not limited to the totowing are in operating condition, all mechanical equipment, heating and cooling equipment, water heater, and softeners, septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanics, personal property to be transferred to the Buser Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the discretion to the time of possession. Seller shall demonstrate to the discretion to the Buser Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the discretion to the Buser Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the discretion to the Buser Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the discretion to the Buser Upon the Buyer's request prior to the Buser Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the deficiency. In the ABSENCE OF WRITTEN COLLEGE of ANY DEFICIENCE FROM this Buyer Review To The DATE SPECIFED FOR NITHAL CLOSING IT SHALL BE CONCELLED THAT THE CONDITION OF THE ABOVE FOURTHER RESPONSIBILITY WITH REFERENCE THERETO.

(c) Seller and the state of the time minutes in broom class condition. All reviews and constraint and continued to the totowning and electrical systems.

ic) seller agrees to leave the premises in broom clean condition. All refuse and personal process, not to be delivered to Buser shall be removed from the premises at Seiler's expense before the date of initial closing

14. BUYER TO MAINTAIN: Buver shall keep the improvements on premises and the grounds in as go id repair and condition as thes 14. BUYER TO MAINTAIN: Buxer shall keep the improvements on premises and the grounds in as gold repair and condition as the since are, ordinare wear and tear excepted. Buyer shall make all necessars repairs and renewals upon said premiles including to was of example and not of limitation, interior and exterior painting and decorating, window grass heating, sentility by and air conditioning equipment plumbing and electrical systems and firstures, root; masonis including chimness and fireplaces, etc. It, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buver, belief may either said often same, timisely, or bit their agents, servants, or employees, without such entering causing or constituting a termination of this Agreen error or interference with Buser's possession of the premises, and make the necessars repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buser agrees to pay to belier, as so much additional purchase price, of the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition, or or notice the Buser otherwise provided in paragraph 21t, and cipon default by Buser in complying with said notice, then, seller may wealthy more default are by this Agreement or at law or equits provided.

15, FIXTURES AND EQUIPMENT: At the time of delivers of possession of the premise to Buver, Buver also shall receive possession of the personal property to be sold to Buver 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 tures or equipment shall be removed from the premises without the prior written consent of the Seifer.

16. INSURANCE:

16. INSURANCE:

(a) Buver shall from and after the time specified in paragraph 5 for possession keep insured against loss or damage by fice or other casualts, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies contorning to Insurance Service Buseau Homeowners form 3 IPH O 3 T and, also shood insurance where applicable, with coverage not less than the balance of the purchase price hereof Texcept that if the full insurable value of such improvements, such than the balance of purchase price, then at such full insurable value for the parties hereto and the interests of any mortgaged or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buver shall pay the premiums thereon when due. when due

when the (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 reconstruction of such damaged or lost 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

27. PARES AND CHARGES IT Shall be the Buser's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special rases, special assessments, water charges, sewer service charges and other tases fees, bens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any epart thereof or any improvements thereon, including those heretotore due and to turnish feller with the original or duplicate receipts therefore. 17, TAXES AND CHARGES: It shall be the Buser's obligation to pay immediately when due and payable and prior to the date when the

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3. Buser shall deposit with the Seller on the das cach 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 tull, a sum therein referred to as runds, i equal to one-twelfth of the seath taxes, assessments which may become a fren on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buser, 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.

INITIAL ESCROW OF \$815.95 SET UP AT INITIAL CLOSING AND MONTHLY PAYMENTS OF \$140.00 BEGINNING WITH THE JANUARY PAYMENT.

UNOFFICIAL COPY

RIDER TO THE ARTICLES OF AGREEMENT for 539 W. Stratford Units #308,309,411

The parties Richard Rodin, Purchaser, and Kim Denkwalter, as beneficiary under American National Bank under Trust # 61379;

The parties agree that purchaser will have 75 days before Seller commences foreclosure should purchaser default under this agreement. Further, Seller agrees that he must follow the foreclosure act and judicially foreclose should purchaser default.

Purchaser agrees that after the 20th day of the month that Seller may charge him a §50 late fee. //

1 Resident

Kim Denlewalter

DEPT-01 RECORDING

\$29,00

. T#0014 TRAN 1182 03/24/94 11:25:00

40805 4 *-94-266253

COOK COUNTY RECORDER

Richard Rodin

14-21-206-044-1124

14-21 - 304-044- 1029

94266253