ARTICLES OF AGREEMENT FOR DEED

Edge and Marlame A. Hilger Address Gook County, water of 111. green on white have a the PREHAM PRECORD FLEET Thousand Cook County, water of 111. green on white have a the PREHAM PRECORD FLEET Thousand Cook County of the PREHAM PRECORD FLEET Thousand Cook County Hillochian, 11. "Parad 30 in Block 3 in Markham Hillochian Addition, being a Subdivision of the city of the Southeast 1/4 on State of the Precord of the Southeast 1/4 on 20 in Block 3 in Markham Hillochian Addition, being a Subdivision of the city of the Southeast 1/4 of the Southeast 1/4 of Section 11. Township 36 Morth, Ran the Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian, in Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. The Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the Cook County, 111 note. Third Principal Maridian of the County of the County of the Cook County, 111 note. Third Principal Maridian of the County of t	1. BUYER, Luigi Gin	o Cagnina				5. Furest, Oa
COOK County, State of 111 agrees would to during the PACE AND PRICE of FILEY. FOUR Thousand (During) 15 (400.00). The PACE AND PRICE of FILEY. FOUR THOUSAND (DURING) (DURING) (DURING) 11 and regard to the State of 11 and regard to 1		Cour	ity; State of III.	agrees to purcl	hase, and	Stiller, Freder
County, Set, 200.00 International Control of Set, 200.00 International Control of Set, 200.00 International Control of the Southwest Meditors and Addition, being a Subdivision of the set 1/4 (except the Medit Set Addition) of the Southwest 1/4 of Set Southwest 1/4 of the Southwest 1/4 of Set Southwest 1/4 of the Southwest 1/4 of Set Southwe						. Pour Thouse
Hidothian, II. and legally textbod a follow. 7.79 and 30 in Block 3 in Markham Midothian Addition, being a Subdivision of the southeast 1/4 and 20 fthe Southeast 1/4 of the Southeast 1/4 of Section 1/2 thereof) of the Southeast 1/4 and 20 fthe Southeast 1/4 of the Southeast 1/4 and 20 fthe Southeast 1/4 of the Southeast 1/4 and 20 fthe Southeast 1/4 of the Southeast 1/4 of Section 1/2 thereof) of the Southeast 1/4 and 20 fthe Sou	Coun	y; State of				
29 and 30 in Block 3 in Narkham Midlothian Addition, being a Subdivision of the southwest 1/4 of Section 11, Township 36 North, Ran to the Bouthwest 1/4 of the Southwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Northwest 1/4 of the Southwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Northwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Northwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Northwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Northwest 1/4 of Section 11, Township 36 Northwest 1/4 of Section 11						
the third Principal North States 1/4 and the Southeast 1/4 of Section 11. Township 36 North, Ran the Third Principal North, Ran the Third Principal North, Ran the Southeast 1/4 of the Southeast 1/4	. 29 and 30 In	Block 3 in Markham	Midlothian Addi	tion, being	a Sub	division of t
2 of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 36 North, Ran the Third Principal Heridian, in Cook County, Illinols. thesenates referred to as "the premist" and performed to All central hearing, plumbing and electrical systems and apparent, the objective ments and internal and methods, but not inside to All central hearing, plumbing and electrical systems and apparent, the objective ments of the premist systems and systems and systems and discuss, authorish whiters, the high group and continued to the continued of the cont	st i/4 (except	the West 5 Acres of	the North 1/2	thereof) of	the S	outheast 1/4
the representation of "the premises" in the premises of the pr	2 of the Southw	est 1/4 of the Sout	heast 1/4 of Se	ection II. To	ownshi	p 36 North, R
with approximate for dimension of	the Third Prin	cipal Meridian, in	Cook County, Il	linois.		
with approximate for dimension of						
proposements and listures, Lang, including but not briefled to All central hearing, plumbing, and electrical systems and enuipment, the districts, buttons historical approachs and Cabinets, water collener tracego rental bank it extensive with the colleners in the captures. During historical approachs and Cabinets, water collener tracego rental bank it extensive with a collener tracego rental bank it extensive with the proposed property. 94393990 DEPT-01 + CIRCOTRG TEILIT EMS 5094 05/03/94 All of the foregoing are not all the sent on the premises, are included in the table price, and while the radial critical bank. Property of the collener of the colleners of the collen		^ · · · · · · · · · · · · · · · · · · ·	•			
bei weiter heater, central cooling, Bernnichtung and filtering equipment, lared datastens, Button Michen approach, coupment and condition attict. I Victorian, all planted registration, gazge dood openers and car unit; and the fullowing terms of personal property. 9439995 **DEPT-01 Full GDIRG** 181111 Sept. 3094 05/03/94 5942 5944 5942 5944 5942 5944 5942 5944	with approximate lot di		nited to: All central heatin	e olumbing and ele	etrical	, logether with . tems and equipment it
9439395 September 1948 19439395 September 1948 September 1	hat water heater ceats	at cooling humidifying and fil	lering equipment; fixed (rarbeling, built in k	ilchen aci	oliances, equipment as
DEPT-01 FilliDING TEILIT Rept 5074 05/03/74	roof or attic T.V. in tennal	(except rentat units); existing s , all planted vegetation, garage	door openers and car uni	and toors, allached ts; and the following	Shotters, s Otems of f	oreisong, irrepiace scree personal property
All of the foregoing in mishall be left on the premiets, are included in the sale price, and shall be true. But it is time of final closing. 2. THE DEED: 3. If the Buyer's shall first make (if the payments and perform all the covenants and agreements in this agreement required to be made dispersanced by said Buyer, at the line is end in the manner hereinache shallow in this agreement required to be made and performed by said Buyer, at the line is end in the manner hereinache shallow in this agreement required to be made and performed by said Buyer, at the line is end in the manner hereinache shallows on the said remarks of the said by the said		- 00005	•	hen	(_A)1	CUSATNO
All of the foregoing in mishall be left on the premiets, are included in the sale price, and shall be true. But it is time of final closing. 2. THE DEED: 3. If the Buyer's shall first make (if the payments and perform all the covenants and agreements in this agreement required to be made dispersanced by said Buyer, at the line is end in the manner hereinache shallow in this agreement required to be made and performed by said Buyer, at the line is end in the manner hereinache shallow in this agreement required to be made and performed by said Buyer, at the line is end in the manner hereinache shallows on the said remarks of the said by the said		QA393990)	• • •		
All the the grouping are most all the left on the permiser, are included in the size of final closing. 2. PMS DEED: 3. If the Buyer shall just make oil the payments and perform all the coverants and agreements in this agreement required to be made and performed by said Buyer, at the liter and in the manner hereinality and both the coverants and agreements in this agreement required to be made and performed by said Buyer, at the liter and in the manner hereinality and both the coverants of the coverant of the coverants of coverants. The coverants are coverants of covera		5.100				
A If the Buyer shall not make oil the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the lites and in the manner hereinalter set both, holler shall convey or cause in the conveyed to Buyer (in point remarcy) or his normone. By a recordable, tamped general and CATATATATATATATATATATATATATATATATATATAT	All of the foregoing ite	s الرجادية he left on the premises, ا	ire included in the sale pri	ice, and shall be traff	DOKATA	
a. It the Buyer shall fast make of the payments and perform all the coverants and agreements in this agreement required to be made and performed by said Buyer, as the circ and in the manner hereafter set both, belief shill convey on cause in the converted buyer in point tenancy) or his nominee. By a recordable, stamped general	at the time of final clos	INS CO.				
and performed by said Suyer, at the laws and in the manner herenather set both, belter shall convey or cause to the consequent Buyer the post terrancy) or his normone. By a recruitable, tramped general		at make at the comment and o	erform all the commands	nd arresment in th	lel au : e e e	ent tenural to be
inghts, good inter to the premises subject on its take following "permitted exceptions" district and expande, (b) Special assessments continued size this contract destrict the state of the contract dates in the pupper of other conduct, (g) lithe propries in other than a detached longle-lamily home party with capture and its propries in other than a detached longle-lamily home party with capture and its propries in other than a detached longle-lamily home party with capture and its propries in other than a detached longle-lamily home party with capture and its propries in other than a detached longle-lamily home party with capture and its propries in the capture and propries in the capture and its propries and assemble in the capture and its propries and its propries and its propries and capture and capt	and performed by said 8	uyer, at the lime and in the mar	iner hei einafter set forth, '	Seller shall convey o	r cause to	tie conveyed to Buyer (
sayable, (b) Special assessments continued after this contract date; (c) Building, building line and use of cupancy stratutions, continued and use of contracts and editionary is to assessment, (i) Orantage districts, leeders, laterish and rearits, coverants, conditions and restrictions of record; terms, provisions, coverants, and conditions and restrictions of record; terms, provisions, coverants, and conditions and restrictions of record; terms provisions, coverants, and conditions in the development of any and all amendments thereto, any examine the time of the coverants and conditions impored by the little of the coverants and conditions in the set of the coverants and conditions in the coverants and conditions to the development of conditions in the coverants and conditions to the development of conditions or conditions and conditions to the performed by Buyer shall be a condition precedent to seller a obligation to deliver the deed aforesain. Best patients the coverants and conditions to favor to be performed by Buyer shall be a condition precedent to seller a obligation to deliver the deed aforesain. Best patients the coverants and conditions to favor to be performed by Buyer shall be a condition precedent to seller a obligation to deliver the deed aforesain. Best patients the coverants and conditions to favor to be performed by Buyer shall be a condition of the coverants and agrees on any to seller a seller to conditions and the coverants and conditions to the coverant of the coverants and the seller to the coverants and the coverants and the coverants and the coverants and coverants and the coverant of the coverants and the cover	joint tenancy) or his no	ominee, by a recordable, stamp	ord general Jarras	177	deed wit	h release of homestea
isons and covernants of record, (id Zonnig Lais and ordinance), led Exements for public utilities, (if) Drainage dictates, feeders, latech and wash nice page on other conduct, gif this project is inghier than a detached sugget-tamph from a with a public and agree if any, and all amendments thereto. I any, and all amendments thereto, any exements exhibited by or impliced from the said declaration of condominum or amendments thereto. I any, immations and conditions improved by the implication of condominum or amendments thereto. I any, immations and conditions brighted by or impliced from the said declaration of condominum or amendments thereto. I any, immations and conditions brighted to the performance of all the coverants and conditions brighted no to performance of all the coverants and conditions brighted no to performance of all the coverants and conditions brighted no to performance of all the coverants and conditions brighted no to be performance of all the coverants and conditions brighted no to be performance of all the coverants and conditions brighted no to be performance of all the coverants and conditions brighted no to be performance of the purchase price and conditions of the purchase price of the purchase price of the purchase price. I am a sum of the purchase price of the purchase p	payable, (b) Special asse	ssments confirm 🖂 🎻 💸 this co	ntract date: (c) Building, l	building line and use	e of occup	MPCs restrictions, cond
manis, covenans, conditions and restrictions of seculi, terms, provisions, covenants, and conditions of condominum or amount and any and all amendments theretors, any easierine employed by or implicit from the said declaration of condominum or amount of assessment and any and all amendments therefore the development of the provision and easement. Stable and pursuant to the declaration of condominum or assessment and conditions between the development of the declaration of condominum by the provision and conditions between the development of the declaration of condominum by the provision and conditions between the development of the declaration of condominum by the provision of	tions and covenants of re	cord; (d) Zoning iz as and reduced to the conduct.	ances, (e) Easements for p	ublic utilities, (f) Dra	unage ditt	ities, feeders, laterals and
thereto, if any, Immations and conditions imprised by the Illinois Conditionnum Property. At it alignificable, installments of assessment, stabilization of pursuant to the declaration of conditionation. By the performance of all the concentration and conditions better to be performed by Buser shall be a condition precedent to seller is obligation to deliver the deed aforecast. 3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees on play to belier at 124.7. O. SUM ACCA. The Committee of the purchase price and interest on the balance of the purchase price is marriaged to the purchase price. The earnest money shall be held by the play of the mutual benefit of the purchase price to over a partiaged to the purchase price to marriaged to the purchase price. The same time of the purchase price to marriaged to the purchase price. The purchase price to marriaged to the purchase price to marriaged to the purchase price. The purchase price is marriaged to the purchase price and all accrued but unpaid interest and other charges as hereinable price on paid in equal principal balance of the purchase price and all accrued but unpaid interest and other charges as hereinable price on paid in equal principal balance of the purchase price and all accrued but unpaid interest and other charges as hereinable price is all down to principal and interest to be desired. [1] All payments of the purchase price and all accrued but unpaid interest and other charges as hereinable price and forth. In reduce that purchase price and all accrued but unpaid	intents: covenants, condi	tions and restrictions of record.	terms, provisions, coveral	nts, and conditions o	it the deck	eration of condominium
due after the time of postession and easement, scheller's de pursuant to the declaration of condominium. The Programment of all the cocenants and conditions breton to be performed by flux ears shall be a condition precedent to seller's obligation to deliver the deed aforesaid. JESTALLAND FURCHASE buyer hereby covenants and agrees, only to seller at 2470. SUMMER TIME ROPE The purchase price and interest on the balance of the purchase price as a few may from time to time designate in actually the purchase price and interest on the balance of the purchase price in the purchase price. The earnest money hall be held by the purchase price in the additional sum of \$	if any, and all amendmen thereto if any, limitation	nts thereto, any easement life of the same of the same conditions imported by the same of	oished by at implied train le Illinais Candaminium i	tin e said declata tion Property Act of appl	n of condu ic≇ble, ins	iminium or amendme n Italiments of assessmen
a pustallment Purchase: Buyer hereby covenants and agrees to pily to belier at 247.0 SUMMUN TIME ROAD THE DUCKASE Buyer hereby covenants and agrees to pily to belier at 247.0 SUMMUN TIME ROAD THE DUCKASE Buyer hereby covenants and agrees to pily to believ at 247.0 SUMMUN TIME ROAD The purchase price and interest on the balance of the purchase price of might go make a so die may be under the reason of a sight and one-half person or at such other place as 5 der may from time to time designate in writing the reason of a sight and one-half person or at such other place as 5 der may to mine to time designate in writing at the reason of a sight and one-half person or at such other person or subparagraph of the appropriate of the purchase price or person of subparagraph of the at such or at such other person or subparagraph of the at such or at such other person	due after the time of po	ossession and easements establish	and pursuant to the dec	laration of condom	migm	
3 PRITALLMENT PURCHASE: Buyer hereby covenants and agrees to pill to Seller at \$1.00 most time to time designate in waining. The plurchase price and interest on the balance of the purchase price in mining from time to time undesignate in waining, the plurchase price and interest on the balance of the purchase price. If mining from time to time undesignate in waining, the plurchase price and interest on the balance of the purchase price. If mining from time to time undesignate from the date of time that closing it is the rare of eight and one—half percent (\$2.27) per annum, all payable in the manner following to wit (all Buyer has paids One—half percent (\$2.27) per annum, all payable in the manner following to wit (lindicate check anc/or note and due date: land will pay within			onr hiztein to be perform	ed by Buyer shall be	· a conditi	on precedent to Seller
the plurchase price and interest on the balance of the purchase price regioning from time to time designate in wating, the plurchase price regioning from time to time designate in wating, the rate of eight and one-half percent (20%) per annum, all payable in the manner following to wit the purchase price and the purchase price the same of the purchase price. The earnest money to be applied on the purchase price. The earnest money table held by Seller for the mutual benefit of the patrice concerned. (b) At the time of the initial closing, the additional sum of \$	-			- DU 7 A 5		M Tiener Rose
the pluchase price and interest on the balance of the purchase price (mining from time to time unpaid from the date of minial closing at the rate of eight and One-Mall percent (\$27) per annum, all payable in the manner following to will call Buyer has paid \$. (a) Buyer has paid \$. One Thousand Bollars (indicate check and/or note and due date: fand will pay within \$\$\text{distinuity} \text{distinuity} \	S PRINTEMENT PURCH	ase: buyer nereby toverants ar	io agrices (o pa) to serier et			and designation of the second
(a) Buyer has paid \$ One Thousand Dollars Undicate check ane/or note and due date: land will pay within	the purchase price and in	terest on the balance of the pur	chase price romaining troi	m time to time unpai	d from the	ne detignate in wining edate of initial closing i
(a) Buyer has paid \$ One Thousand Dollars (Indicate check anc/or note and due date: land will pay within	the rate of eight	and one-half	percent (per	annum, all payable	e in the m	unner following to wi
(Indicate check anc/or note and due date; land will pay within			0/4			
money to be applied on the purchase price. The earnest money shall be held by Seller for the mutual benefit of the patries concerned, for the mutual benefit of the patries concerned, the three of the initial closing, the additional sum of \$	·					
for the mutual benefit of the patries concerned, (b) At the time of the initial closing, the additional sum of \$				Seller		
to the balance of the purchase price, to mit. PIETY Three Thousand. (450,000,00) to be paid in equal PIETY Area. Installments of Seet Handed Fifty. Dol 1278. each, commencing on the 3rd day of October. 19.93 and on the day of each thereafter is in the purchase price in paid in full. (40) the final payment of the purchase price and all accrued but unpaid interest and other charges as hereinate. Throughout the purchase price and all accrued but unpaid interest and other charges as hereinate. Throughout the purchase price in the following ouder of priority. (41) Interest accrued a did owing on the unpaid principle balance of the purchase; since, one, to pay before definiquent all taxes and experient which subject oein to the date of this Agreement may become a lien on the speniuse. Ithird, and to pay insurance premiums taking due after the date of this Agreement may become a lien on the speniuse. Ithird, and to pay insurance premiums taking due after the date of this Agreement and fourth, to reduce abid unpaid principal balance of the purchase price. (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with height of survivorship. 4. CLOSENGS: the "initial closing" shall occur on Sept. 4. 19.93 (for on the date, if any, to which taid date is extended by reason of subparagraph 8 bl at the survivorship. 5. PROSESSIONE Forestion shall be granted to Buyer at 12:01 A M on Sept. 4. 19.93 (for on the date, if any, to which taid down payment minus net protations 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, and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date is otherwi	for the mutual benefit of	ne purchase price. The earnest in the parties concerned,	noney suan de nysd o _{3 201}			
to the balance of the purchase price, to mit. PIETY Three Thousand. (450,000,00) to be paid in equal PIETY Area. Installments of Seet Handed Fifty. Dol 1278. each, commencing on the 3rd day of October. 19.93 and on the day of each thereafter is in the purchase price in paid in full. (40) the final payment of the purchase price and all accrued but unpaid interest and other charges as hereinate. Throughout the purchase price and all accrued but unpaid interest and other charges as hereinate. Throughout the purchase price in the following ouder of priority. (41) Interest accrued a did owing on the unpaid principle balance of the purchase; since, one, to pay before definiquent all taxes and experient which subject oein to the date of this Agreement may become a lien on the speniuse. Ithird, and to pay insurance premiums taking due after the date of this Agreement may become a lien on the speniuse. Ithird, and to pay insurance premiums taking due after the date of this Agreement and fourth, to reduce abid unpaid principal balance of the purchase price. (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with height of survivorship. 4. CLOSENGS: the "initial closing" shall occur on Sept. 4. 19.93 (for on the date, if any, to which taid date is extended by reason of subparagraph 8 bl at the survivorship. 5. PROSESSIONE Forestion shall be granted to Buyer at 12:01 A M on Sept. 4. 19.93 (for on the date, if any, to which taid down payment minus net protations 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, and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date and further provided that Buyer on such initial closing date is otherwi	(b) At the time of the in	utral closing, the additional sum	of \$ plus	or a inus p orations	, if any, as	is hereinafter provided
installments of Sett Handle Fifty 2011/18 each, commencing on the 3rd day of October 19.33 and on the day of each thereafter in this the purchase price in paid in full ("Installment payments"). (d) the final payment of the purchase price and all accrued but unpaid interest and other charges at hereinals incovided, if not sooner paid shall be due on the 3rd day of October 19.25. (e) All payments received hereunder shall be applied in the following outder of priority. It is, to interest accross a did owing on the unpaid principal balance of the purchase price. (ii) Payments received hereunder shall be applied in the following outder of priority. It is, to interest accross a did owing on the date of this Agreement may become a lein on the premise; third, and to pay invulance all all assessments which subjects in the date of this Agreement may become a lein on the premise; third, and to pay invulance permisms talking due after the day group. Agreement, and fourth, to reduce said unpaid principal balance of the purchase price. (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the light of survivorship. 4. CLOSINGS: The "initial closung" shall occur on Sept. 4. 19.93. for on the date, if any, to which said date is extended by reason of subparagraph 8 b) at "final closung date is delivered by reason of subparagraph 8 b) at "final closung date is delivered by reason of subparagraph 8 b) at "final closung date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that Buyer on such initial closing date, and further provided that buyer are such as a final provided for in the halance of the purchase price unpaid at	to The balance of the	nurchise price, to mt \$ P1	fty Three Thous	and $(4.5,000)$	(00.0	to be paid in equa
(d) the final payment of the purchase price and all accrued but unpaid interest and other charges as hereinable processed, if not sooner paid shall be due on the _3rd_ day of	menthly _	installm	ens of stor Hundred	Fifty DOLLATE	eac	— h, commencing on the
(d) the final payment of the purchase price and all accrued but unpaid interest and other charges as hereinable processed, if not sooner paid shall be due on the _3rd_ day of	3rd day of Oct	ober 19 93 and on	theday of each_	thereafter is hts	i the purc	hase price is paid in ful
paid shall be due on the 3rd day of	("Installment payments")	•	•		0	• •
ie) All payments received hereunder shall be applied in the following order of priority. In the interest accrued a diowing on the unsaled principol balance of the purchase, excend, to pay before definiquent all taxes and assessment which subsequent to the date of this Agreement may become a lene on the premiser, third, and to pay insurance primitives that the date, each higher and fourth, to reduce said unpaid principal balance of the purchase price: (f) Payments of principal and interest to Selfer shall be received not in tenancy in common, but in joint feruncy with (he light of survivership). 8. CLOSINGS: The "initial closing" shall occur on Sept. 4 19 93, for on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at "Stinal closing" shall occur with and when all coverants and conditions herein to be performed by Buyer have been so performed. 8. POSSESSION: Fossession shall be granted to Buyer at 12:01 A.M. on Sept. 6 19 93, provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Selfer 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 between the fight to keep or place a mortgage or trust deed ("prior mortgage") agains: the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the line of which prior mortgage shall, at all times nortwishtanding 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 the conditions the conditions in the interest of the principal exceeding that the condeside of our under this Agreement, or otherwise be in conflict with the terms and on the mortgage is hall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any mortgage with his provided for under this Agreement, or	(d) The final payment o	f the purchase price and all accri	aed but unpaid interest an	d other charges as hi	ecement f	provided, if not sponer
paid principal balance of the purchast-pice, second, to pay before defliquent all taxes and assessments which sub-proper to the date of this Agreement may become a lieu on the permiser. Intrid. and to pay insurance premiums talking due after the dut mich Agreement; and fourth, to reduce said unpaid principal balance of the purchase price; (f) Payments of principal and interest to Selfer shall be received not in tenancy in common, but in joint tenancy with the light of suit-vivorship. 4. CLOSENGS: The "initial closing" shall occur on	paid shall be due on the	3rd day of Oc	tober 15 9 5	₹.)
this Agreement may become a lien on the premiser, third, and to pay insurance premiums talling due after the dail, or this Agreement, and fourth, to reduce said unpaid principal balance of the purchase price; (f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with he light of survivorship. 4. CLOSINGS: The "initial closing" shall occur on	(e) All payments receive	ed hereunder shall be applied i	n the following order of p	monty (pre, to inter	ed accion	ra a coming on the ur
(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with he light of survivorship. 4. CLOSHIGS: The "initial closing" shall occur on Sept. 4 19 3 (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at "Sinal closing" shall occur ill and when all covenants and conditions herein to be performed by Buyer have been so performed. 5. POSESSON: Fossession shall be granted to Buyer at 12:01 A.M. on Sept. 6 19 3 prosided 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. PROR AFORTGACES: (a) Seller reserves the right to keep or place a mostgage or strust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the halance 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." In whichege together with Seller any such mortgage in trust deed that 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 under this Agreement, or otherwise 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 prepayment, if any, given to Buyer and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event Seller shall fail to make any payment on the indebtedness secured by any such prior mortgage. Thus the obligation, to mak	paid principal balance of	the purchase-price, second, to p see a lien on the oceasies. This	say before delinquent ail t di and to pay imutance p	lakes and assessment Remums talling due	ia wibich si Lafter the	abandoeni to the date o dari mishis Agreemen
extended by reason of subparagraph 8 (b) at	and fourth, to reduce sa	id unpaid principal balance of	the purchase price;			
extended by reason of subparagraph 6 (b) at		il and interest to Seller shall be	received not in tenancy i	n common, but in _h	oint teran	cy with the right of sur
extended by reason of subparagraph 8 (b) at	· · · · · · · · · · · · · · · · · · ·	A Charles II and the control of the	Sept. 4	5 93		
If and where all covenants and conditions herein to be performed by Buyer have been so performed. S. POSSESSEON: Fossession shall be granted to Buyer at 12:01 A.M. on Sept. 6. 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 default hereunder. S. PRIOR AFOREGACES: (a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage"; agains, the title to the premises with a balance including interest not rolexceed the balance of the purchase price ungaid at any time under this Agreement, the linn 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. Anowledge 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 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 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 any time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or piot mortgage. Buyer shall have the right,						
S. POSSESSION: Fossession shall be granted to Buyer at 12:01 A.M. on Sept. 4. 19.93, prossed 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 AFORTGAGES: (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 balance of the purchase price unpaid at any time under this Agreement, the finn 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 the state of payment before the provided for in this Agreement or provide for payment 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 mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under the Agreement. (b) Seller shall from time to time, but not less frequently than once each year and anytime Boyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior 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 incohernal costs, expenses and attorney	extended by reason of sub if and when all coverants	paragraph 6 (b) at and conditions herein to be per	ormed by Buyer have bee	n so performed		nai ciosing snail occur
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 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 Buyir may have in the premises, and Buyer expressly agrees upon demand to execute the fire to said premise including any such prior mortgage in trust deed that 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 mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under time by the Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under time 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. (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 a prior mortgage or shall suffer or permit there to each or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such			C		19 93	provided that the full
initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default beteunder. 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 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 the fire who ledge together with Seller any such mortgage or trust deed to his not the notes secured thereby). No mortgage are trust deed placed on sald 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 perioded for under this Agreement, or otherwise 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 prepayment, if any, given to Buyer under the Agreement. Nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under the 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 mortgage. (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	down payment minus net	prorations due in favor of Buye	r, if any, has been paid to	Seller in cash or by o	ashier's o	r certified check on the
(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the full 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 Buyir may have in the premises, and Buyer expressly agrees upon demand to execute a manage to gether 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 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 mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under the Agreement. (b) Seller shall from time to time, but not less frequently than once each year and any time Boyer 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 proximortgage. (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 philipatron, to make such payments to 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. (b) SURVEYS Prior to be a mortgage. Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a lic	initial closing date, and for	ther provided that Buyer on suc	h initial closing date is oth	erwise not in default	hereunde	er.
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 ————————————————————————————————————	6. PRIOR MORTGAGES:					
mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyirr may have in the premises, and Buyirr expressly agrees upon demand to execute his Agreement is recorded, be prior to the interest that Buyirr may have in the premises, and Buyirr expressly agrees upon demand to execute his Anowledge together with Seller any such mortgage in trust deed thut not the notes secured thereby). No mortgage is trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for under this Agreement, or otherwise 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 prepayment, if any, given to Buyer under time for his Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under time Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be unity of 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 to reuse such default and to offset the amount so paid or expended including all mordental 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. (c) SURVEY's Prior to the installations. 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 easements and building lines. (In	(a) Seller reserves the mindred and the	sht to keep or place a mortgage	of trust deed ("prior mor	tgage") against the t ctime under this As	itle to the treement.	premises with a balance the lien of which prior
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 mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under the 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 proximortgage. (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 unly 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. (c) Fred (c) String (fee)	morrage thall, at all time	contwithstanding that this Agre	ement is recorded, be prii	or to the interest tha	it Busyer m	ay have in the promise:
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 mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under time. Spreement (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 mortgage. (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 unit 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 core 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. (c) SURVEYs Prior to the industrial-balance, 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 easements and building lines. (In a	and Buyer expressly agree	s upon demand to execute 🦈 🧍	📑 knowledge logether wi	th Seller any such m	origage o	r trust deed (but not th
incitrust deed in any way restrict the right of prepayment, if any, given to Buyer under the 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 mortgage. (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 unity other breach or default in the terms of any indebtedness or prior mortgage. Buyer shall have the right, but not the obligation, to halk 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. (c) Fred F. (SURVEY) Prior to the industrial-balance. 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 easements and building lines. (In a	the time of payment prov	ided for in this Agreement or p	rovide for payment of an	iy amount, either in:	terësi or p	Hincipal, exceeding thi
(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 mortgage. (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 unly 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 microental 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. (c) SURVEY: Prior to the industrial-bosting. 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 easements and building lines. (In a					геетелі.	nor shalf such mortgag
ist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage. (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be uny 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. (c) Payment is a self-registed of the purchase price 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 a					eason to h	eĥese a default mav ex
ne why other breach or default in the terms of any indebtedness or prior mortgage, Buyes shall have the right, but his the phigation, 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. ### \$57mg idea; ###################################	त्यम् उटल्हा अस्ता गणा गाम ist, exhibit to Buyer recei	pts for payments made to the	holders of any indebtedr	less secured by any	such prac	or mortgage.
nake 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. [(c) In the event Seller sh	all fail to make any payment on	the indebtedness secured	by a prior mortgage	e ur shall s	uffer or permit there to
ney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or som the installment payments to be made under this Agreement. المراح	be any other breach or de	fault in the terms of any indebt	edness or prior mortgage	, Buyer shall have th	e right, bu	at not the obligation, ti
revor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In γ	analis dana siyandana dharar	a recurrend by River to protect	Rever's interests because	ter from the unnard	balance o	of the ours have nesser as
revor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In γ	from the installment payo	cents to be made under this A	الروع greement.	rent		and and by the second
he event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declara-	7. SURVEY: Prior to Chairs	artisting, Seiler shall deliver to	o Buyer of his agent a Spot ments existing as of this at	ted survey of the pre ontract date and all	mises, cer easement	titled by a licensed sur s and building lines. (Ir
	the event the premises is a	condominium, only a copy of th	e pages showing said pres	nises on the recorde	d survey a	stached to the Declara
	tion of Condominium sha	n be required.)				

MAH FN 14

\$27.50

(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hireuniter 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.

- 36. 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 consenience 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
- 14. BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall mure 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 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 Agreement duly executed by the Seller and his spouse, it any, or it seller is a trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buser or his attorney on or before Septembe:

 1994

 On therwise at the Buser's option this Agreement shall become null and void and

the earnest money, if any, shall be refunded to the Buyer	
37. REAL ESTATE BY. OPER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Not applicable.	
and	
Seller shall pay the brokerage ceinn issum of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing.	
IN WITNESS OF, the parties herein have hereunto set their hands and soals this Get of Get of	
Steel N. Helger X Line Line agree	
Marlen A. Higgs R DEPT-01 MORDING 15/03/94	\$27.50 10:47:00
This instrument prepared by James L. Ebersohl GOOK SURTY RECORDER	995
11212 S. Harlem, Worth, IL. 60482	
STATE OF ILLINOIS) 1 SS COUNTY OF 3	
I, the undersigned, a Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTHY that Frederick N. Hilger & Marlene A. Hilger consultations to person whose name.	
subscribed to the loregoing instrument appealed before perhas the person and cknowledged that	
Given under my hand and official seal, this Hotary Public State of Illinois My Commission Expile Oct. 2, 1994	
Commission expires Notary /tiblic	
STATE OF BUILDING	

STATE OF ILLINOIS COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY the Gino personally known to me to be the same person. Cagnina subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that—the said instrument as a free and voluntary act, for the uses and purposes therein set forth. signed waied and delivered

day of 52 Ann Given under my hand and official seal, this

"OFFICIAL SEAL" MICHARD WOUNAROWSKI problic, State of Illinois Commission expires. My Commission Expires 9/2/94 STATE OF ILLINOIS COUNTY OF

f,		, a Notary Public in and for said Cou	unty, in the State aforesaid, do
hereby certify that			
Vice President of			
	and	×	ecretars of said corporation
who are personally known to r	se to be the same persons who	se names are subscribed to the foregoing	g instruments as such
	Vice President and		
Secretary, respectively, appeared	before me this day in person ar	nd acknowledged that they signed and de	livered 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 affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my	hand and notari	of seal this	"qsA of		19

nevision actives	Notary Public

UNOFFICIAL COPY

Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state

the seller in an institution the deposits or accounts of the aforementuned taxes, assessments, rents and

The funds shall be held by Seller in an institution the The funds shall be new by sever in an institution trie deposit or account or institution in decreased by a referal of state gency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and remiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds depressed and dishursed in uding evidence of paid receipts for the amounts so dishursed. The funds are hereby pledged as additional security to the Seller for the periodic payments and the unpaid balance of the purchase price

Periodic payments and the funds together with the future periodic deposits of such funds payable prior to the due date of the afoverisentioned. If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the afoverisentioned 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 so cure any breach in the performance of the Buyer's coveriants or agreetient, hereunder of which Selfer 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 because of the amount of the funds held by Selfer shall not be sufficient to pay all such charges as herein provided, buver shall pay to Selfer any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Selfer to Buyer requesting payables to the self-time.

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 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 pemises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer

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

28. LIENS:

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

(b) Each and e.er, contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete wais at any release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

(a) If Buyer (It default), by Jailing to pay when due any single installment or payment required to be made to Seller under this terms of this Agreement and such de July is not cured within ten (10) days of written notice to Buyer, or (2) defaults in the performance of any other covenant or agreement by roll 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 hireach. I 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. (ii) maintain an action for any unpaid milabments, (ii) declate the entire balance due and maintain an action for such amount; (iii) ferfet the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possess on maintain an action for possession under the Forcible Entry and Default Agreement of the rights of Buyer to reinstate as provided in that Agreement of Seller all innovalments and all contributes and all contribute

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

(c) If default is based upon the failure to pay taxing an saments, obsurance, or liens, Soller may elect to make such payments and add the amount to the principal balance due, which amounts, hall 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 hereunder which Seller elects to accept the date the sum was due

after the date the sum wis due.

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

72. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs not reed by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending a sy proceeding to which Buyer or Selfei is made a party to any

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

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

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separtile and cumulative, and the use of one or more thereof shall not exclude and waive any other right or remedy allowed by law, unless up circuity 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 affect it salls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession bereunder or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not (pintule, continue or extend this Agreement not affect any such notice, demand or suit or any right hereunder not herein expressly without

23. NOTICES: All notices required to be given under this Agreement shall be construed to nie and office 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 person by so by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph for 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 remo all of the substantial nortion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has a kited the premises with no intent again 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 and lict as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises nutright or on terms similar to those contailed in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any policy of indirect therein shall thereby has under this Agreement as a bill of table to seller without ading on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale ty Selier without additional payment by Selier to Ruser. onal 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, provident tha shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises

26. CALCLIA: ATION 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 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 stolation or breach or attempted stolation or breach of the provisions of this paragraphs 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. A flid sit 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 cash or casheer'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. 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 incording which, shall be de' vered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such 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 pay the amount of any stamp ta: then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp ta and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer, and Buyer shall pay any such stamp ta and meet other requirements as then

29. TITLE 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 Buser 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.

UNOFFICIAL COPY

8. TITLE:

8. TITLE:

(a) At least one (1) business day prior to the initial closing, Seller shall turnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title 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 Lind Litle Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to. (1) the general exceptions contained in the policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units. (2) the "permitted exceptions" set forth in 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 has 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 innermitted exceptions the Seller shall have thirts (30) days from the date of delivers thereof to

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 delivers thereof to have the said exceptions waived, or to have the title insurer commit to insure against foss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the perified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Selfier 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 rull and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

to 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) It a Special Tax Search, Even Search, a judgment 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 Busser.

(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 TIT'S: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, S. APPLIANTE OF THE 2. Selections to those permitted exceptions self-orthin paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the exentitile to the property is incident in the Affidaxt of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary of beneficiary of beneficiary of beneficiary of send trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement," and such other documents as an existence of the commitment for title insurance.

10. HOMEOWNER'S ASSOCIATION:

18. HOMEOWNER'S ASSOCIAVE'N:

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

(b) The Buser shall comply with any colon onts, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any 27.01 able association.

11. PRORATIONS: Insurance premiums, general tract, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the dile 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 the rate of the first installment payment shall be a proration credit in favor of the Seller.

12. ESCROW CLOSING: At the election of Seller or buy? C ipon notice to the other party not less than five (5) dass prior to the date of either the initial or final closing, this transaction or the company, bank or other institution or an attorney licensed to definitions of an excrow first covering articles of agreement for deed consistent with the terms of this Agreement is the contrary notwithstance, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including a sancillars money lender's escrow, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

13. SELLER SHEFRESENTATIONS:

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

this Seller represents that all equipment and appliances to be conveyed, including that not limited to the following, are in operating condition; all mechanical equipment; heating and cooling equipment; water heaters at disofteners, septic, plumbing, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal properts to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession. Seller shall demonstrate to the active of his representative all said equipment and upon receipt of written notice of deliciency shall promptly and at Seller's expense correct the deliciency. IN THE ABSINCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFED FCR INITIAL CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER SHALL BLOSING (C) THE RESPONSIBILITY WITH REFERENCE THERETO.

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

14. BUYER FO MAINTAIN: Buyer shall keep the improvements on premises and this grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessars repairs and renewals upon said pre-ni-es including by was of example and not of limitation, interior and exterior painting and decorating, window glass, heating, ventiliting and air conditioning equipment; plumbing and electrical systems and fixtures, root; masonry including chimneys and fixeplaces, etc. 11. Society, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer. Seller may either table liter same, himself, or by their agents, servants, or employees, 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 piem less 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 to make such repairs and to place said premises in a clean sightly, and healthy condition, or of notify the Buyer to make such repairs and to place said premises in a clean sightly, and healthy condition within thirts (30) days of such force rescept as is otherwise provided in paragraph 211, and, upon default by Buyer in complying with said notice, then, Seller may assist mixell of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

15. INSURANCE: The most after the time specified in paragraph 5 for possession keep insured against loss or damage to fine or other casualty, the improvements now and hereafter erected on premises with a company, or companies, teasonably acceptable to seller in policies conforming to fine improvements on the premises. But until payment in full of the purchase price is made, none of such personal property, instruces or equipment shall be removed from the premises without he prior written consent of the Seller.

16. INSURANCE: The most fine premises without he prior written consent of the Seller.

18. INSURANCE: The most fine premises without he prior written consent of the Seller.

18. INSURANCE: The most fine premises without he prior written consent of the Seller.

18. INSURANCE: The most fine premises without he prior written consent of the Seller.

19. INSURANCE: The most fine premises without he prior written consent of the Seller.

19. INSURANCE: The most fine premises without he prior written consent of the Seller.

19. INSURANCE: The most fine premises without he prior written consent of the Seller.

19. INSURANCE: The most fire premises without he prior written consent of the Seller.

19. Insurance prior premise prior fine or other casualty, the improvements now and hereafter erected on premises with a company, or companies, teasonably acceptable to Seller in policies conforming to insurance Service Bureau Homeowners form 3 ("HO 3") and also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof tescept that if the full insurable value of such improvements is less than the balance of the purchase price hereof tescept 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 mortgages or trustee, if any, as their interests may appear, such policy or policies shall be held by Seller, and Buyer shall pay the premises with t

(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 or insurance shall be applied to the unpaid balance of purchase price.

17. TAXES AND CHARGES: It shall be the Buyer's chligation 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 herealter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to Jurnish 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 cach 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-twellth of the yearls 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.