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AGREEMENT, made this 31st day of October, 1994, between

Palos Bank & Trust Company as trustee under trust #1-3465, Seller, and

Richard and Sherry Simons, Purchaser;

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's trustee recordable deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

Parcel 1: Lot 23 in Shenandoah, a Subdivision of Part of the Southwest 1/4 of Section 20, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress over, under, through and across Lots 42 and 43 of Shenandoah aforesaid, for the use and benefit of Parcel 1, as defined and set forth in the declaration recorded as Document Number 92625640.

27-20-327-023 16687 Grant, Oak Brook, Ill. R. K. Bell

and Seller further agrees to furnish to Purchaser on or before October 31, 1994, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Intecounty Title Co. of Illinois, showing merchantable title in Seller on the date hereof, subject only to the matters specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation is rescinded, Lucas Real Estate Corp., P.O. Box 866, Orland Park, IL 60462

the price of One hundred forty-six thousand five hundred and no/100 Dollars in the manner following, to-wit:

The payment of \$5000.00 upon the execution of the Installment Agreement for Deed and the payment of the sum of \$141,500.00 and interest from the date of closing on the balance of the principal remaining from time to time unpaid at the rate of 9 1/2% per annum payable in installments (including Principal and Interest) as follows: \$1300.00 upon the first day of December, 1994, and \$1300.00 on the first day of each and every month thereafter until the Principal amount and interest is fully paid. All such payments on account of the indebtedness shall be first applied to interest on the unpaid principal balance and the remainder to principal. Purchaser shall in addition to the above payments, pay an amount equal to 1/12th of the annual general real estate taxes.

The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided if not sooner paid shall be due on 12/31/97, half the amount of the balance of the mortgage or any other security instrument.

It is further expressly understood and agreed between the parties hereto that:

- The conveyance to be made by Seller shall be expressly subject to the following:
 - General taxes for the year 1994 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - The rights of all persons claiming by, through or under Purchaser;
 - Easements of record and party-walls and party-wall agreements, if any;
 - Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
 - Roads, highways, streets and alleys, if any;
 - Shenandoah Townhouse Declaration.

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2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at eight per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.

5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

*Strike out all but one of the clauses (a), (b) and (c).

The undersigned hereby certifies that this is a true and actual copy of the original document.

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RIDER ATTACHED TO INSTALLMENT AGREEMENT FOR WARRANTY DEED

RIDER, attached to and made part of installment agreement for warranty deed dated October 31, 1994 between Palos Bank & Trust Company, Trustee Under Trust No. 1-3465, as Seller, and Richard & Sherry Simmons, as Purchaser, regarding Parcel 1:

1. 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. 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, other 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 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 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.

2. Purchaser shall have the right to sell the property at any time after the signing of the agreement and Seller agrees to cooperate in the execution of any and all documents to facilitate the sale of said premises. If the premises are sold, Seller shall be entitled to only the balance of the principal and interest remaining in the sum of \$ 141,500.00 which remains unpaid.

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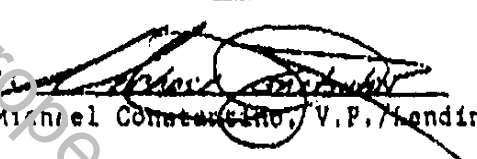
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3. Seller and Purchaser agree that this installment agreement for Warranty Deed or a memorandum of the same shall be recorded upon its execution with the Recorder of Deeds of Cook County at Purchaser's expense.

Palos Bank & Trust Company as
Trustee Under Trust No. 1-3465,
as Seller and not personally

By: 
Barbara A. Dagher, Asst. V.P./T.O.

Attest: 
Michael Constantino, V.P./Lending


Richard Simmons, Purchaser


Sherry Simmons, Purchaser

BOX 335

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