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THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING SHOULD BE
RETURNED TO:

95614086

David C. Spak, Esq.
Horwood, Marcus & Braun
Chartered
333 West Wacker Drive
Suite 2800
Chicago, Illinois 60606
(312) 606-3200

SEPT-01 RECORDING 955.00
746011 TRAM 8099 09/13/95 11141100
38672 & RV *-95-614086
COOK COUNTY RECORDER

GNT 95-411917

Property Address:
441 West Oakdale
Chicago, Illinois

Property Identification Number:
14-28-118-005

INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

THIS INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED (this "Agreement") is made this 31st day of August, 1995, by and between 441 West Oakdale Associates ("Beneficiary"), an Illinois Limited Partnership, LaSalle National Trust, N.A. ("Trustee"), not personally, but solely as Trustee under a certain Trust Agreement dated September 12, 1986, and known as Trust Number 111533 (the "Trust") (Trustee and Beneficiary are referred to together hereinafter as "Seller") and Planned Realty Group, Inc., an Illinois corporation ("Purchaser").

R E C I T A L S:

A. Trustee is the owner of fee simple title to the real estate legally described on Exhibit A attached hereto and made a part hereof, commonly known as 441 West Oakdale, Chicago, Illinois (which real estate, together with all improvements and fixtures thereon and appurtenances thereto, is hereafter referred to as the "Premises").

B. A Seller and Purchaser have previously entered into a certain Real Estate Sale Contract dated as of June 6, 1995 (the "Contract"), attached hereto as Exhibit B and made a part hereof, which provides for the sale and purchase of the Premises.

C. Seller and Purchaser desire to modify the Contract to provide for an installment sale of the interests described therein.

D. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Premises upon the terms and subject to the conditions hereinafter set forth.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises and Purchase Price. As set forth in the Contract, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Premises for a purchase price of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the "Purchase Price"); provided, however, that the Purchase Price shall be payable in the following manner:

(a) Three Hundred Forty-Eight Thousand and 00/100 Dollars (\$348,000.00) (the "Initial Installment"), plus or minus prorations and other credits as herein provided, to be delivered to Seller on the date hereof (the "Initial Closing").

(b) The balance of the Purchase Price, being the sum of One Million Two Hundred Fifty Two Thousand and 00/100 Dollars (\$1,252,000.00) (the "Installment Balance"), shall be paid to Seller, together with all accrued but unpaid interest thereon at the rate of eight and 75/100ths percent (8.75%) per annum (the "Interest Rate") on September 29, 1995 (the "Final Closing").

Purchaser shall not have the right to prepay any amounts due under this Agreement, in whole or in part, except upon the prior written consent of Seller.

2. Existing Financing.

(a) Seller and Purchaser acknowledge that the Premises is currently encumbered by a mortgage dated October 1, 1986 and recorded on November 3, 1986 in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 86-516531 (the "Mortgage") and executed by Trustee in favor of Northwestern National Life Insurance Company ("Lender") as security for a loan in the original principal amount of One Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$1,750,000.00) (the "Existing Financing"). The Mortgage and the other documents, which evidence or secure the Existing Financing, are hereinafter collectively referred to as the "Existing Financing Documents." Seller covenants and agrees that, so long as Purchaser is not in default hereunder, Seller shall not cause, suffer or permit a default to occur or exist under the Existing Financing.

(b) Seller shall notify Lender of this Agreement in writing accompanied by a copy hereof on or before the Initial Closing. Seller shall provide Purchaser with a consent to this Agreement from Lender (the "Consent") upon the Initial Closing. The Consent shall include Lender's agreement to waive any default under the Existing Financing Documents based upon Seller entering

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into this Agreement and delivering possession of the Premises to Purchaser without conveying fee title or paying in full the obligations under the Existing Financing Documents, provided the parties hereto comply fully with the terms hereof. The Consent may be in the form of a letter from Seller's counsel acknowledged by Lender. Seller also shall make reasonable attempts to have Lender include in the Consent Lender's agreement to provide copies of notices it sends to Seller to Purchaser and to grant Purchaser the same rights to cure defaults under the Existing Financing Documents, but such notice and cure rights shall not be a condition precedent to Purchaser's obligations under this Agreement. Seller agrees to deliver copies of all notices given under the Existing Financing Documents to Purchaser immediately upon delivery to Seller of any such notices.

(c) Seller shall continue to make all payments required under the Existing Financing Documents on or before the due date thereof until the final payoff of the Existing Financing at the Final Closing.

(d) Upon full payment of the entire balance of the Purchaser Price plus all accrued and unpaid interest thereon, whether by prepayment or otherwise, Seller shall immediately (i) prepay the entire unpaid balance under the Existing Financing, plus all accrued and unpaid interest thereon and all other sums then due under the Existing Financing Documents and (ii) cause the Existing Financing Documents to be released of record.

(e) If Seller shall fail to make any payment under the Existing Financing Documents or shall suffer or permit there to be any default under the terms thereof, Purchaser shall have the right, but not the obligation, to make such payments or cure such default and to offset the amounts so paid or incurred, including all incidental costs, expenses and attorneys' fees attendant thereto incurred by Purchaser in connection therewith.

3. Possession. Possession of the Premises shall be delivered to Purchaser at the time of the Initial Closing in its present condition, ordinary wear and tear excepted. Seller shall remove all debris from the Premises prior to the Initial Closing.

4. Conveyance of Premises. Seller shall convey good and marketable, fee simple title in the Premises to Purchaser (or Purchaser's designee) by recordable Trustee's Deed at the time of the Final Closing. Title to the Premises shall be conveyed subject only to those matters set forth in the Contract.

5. Closing.

(a) At the Initial Closing, the parties shall enter into the standard deed and money escrow then in use by the Title Company

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set forth in the Contract, with such modifications as are required to conform to this Agreement (the "Escrow Agreement"). At the Initial Closing, Seller shall deposit the Trustee's Deed dated the intended date of the Final Closing and the Consent with the Title Company pursuant to the Escrow Agreement, Purchaser shall deposit the Initial Installment, plus or minus the items to be prorated in accordance with the Contract, and the parties shall jointly deposit an initial closing statement. All other deposits shall be made under the Escrow Agreement at the Final Closing. At the Initial Closing, provided that the Title Company is prepared to update the title commitment issued under the Contract subject only to the matters permitted under the Contract for the title policy and the Existing Financing Documents and provided that all other conditions contained in the Contract have been satisfied, the Title Company shall (1) disburse the Initial Installment, plus or minus the prorations and other credits provided in the Contract, to Seller; (2) hold the Trustee's Deed, the Consent and the initial closing statement; and (3) accept other deposits prior to the Final Closing as and when made by the parties in accordance with the terms of the Escrow Agreement. Seller shall not be entitled to receive the net proceeds of the Initial Disbursement until its deposits for the Initial Closing have been made. Purchaser shall not be entitled to possession of the Premises until its deposits for the Initial Closing have been made. Notwithstanding that all such deposits are not made until after the date hereof, the prorations under the Contract shall be made and effective as of August 31, 1995.

(b) At or before the Final Closing, Seller and Purchaser shall deposit into the Escrow Agreement all of their other respective and joint deposits, including, but not limited to, the Installment Balance and a final closing statement. At the Final Closing, provided all such deposits have been made, the Title Company is prepared to issue the title policy required under Contract and all other conditions contained herein and in the Escrow Agreement have been satisfied, the Title Company shall (1) fill in the necessary information on the transfer declarations, (2) purchase necessary transfer stamps and record the Trustee's Deed, (3) distribute the other documents deposited under the Escrow Agreement as required thereunder and (4) disburse the balance of the Purchase Price to Seller, plus or minus any adjustments made to the prorations and credits given at the Initial Closing.

6. **INSURANCE.** Purchaser shall obtain and maintain, at Purchaser's cost and expenses, fire and extended coverage insurance covering the Premises in an amount not less than that required under the Existing Financing Documents. All policies shall contain a loss payable clause in favor of Lender, Seller and Purchaser as their interests may appear. All policies shall be held by Lender or Seller. At the Initial Closing, Purchaser shall furnish paid invoices or other satisfactory evidence that the first year's

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premium under the terms of the policy has been fully paid in advance.

7. **Repairs.** Purchaser shall, at its own expense, keep the Premises in good repair and shall neither suffer nor commit any waste on or to the Premises. If Purchaser shall fail to commence to make any necessary repairs or eliminate waste within thirty (30) days after receipt of written notice from Seller to do so (which notice shall specify the repairs or other actions to be performed by Purchaser), or, after so commencing Purchaser shall fail to complete same with reasonable diligence, then Seller may, in lieu of declaring a default under this Agreement, enter the Premises and make the necessary repairs or eliminate the waste and Purchaser shall pay to Seller upon demand and following receipt of evidence as to the amounts expended, the amounts expended by Seller in making such repairs or eliminating such waste.

8. **Mechanic's Lien Claims.** Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the Premises which lien is not released from record (or bonded over or insured over by the Title Insurer to the satisfaction of Seller) within ten (10) days from the date that Purchaser receives actual notice thereof.

9. **Purchaser Default.**

(a) If an Event of Default occurs after the Initial Closing and prior to the Final Closing, Seller may deliver written notice to Purchaser of Seller's intention to terminate this Agreement, and unless, within ten (10) days thereafter, Purchaser cures such Event of Default, Seller, as its sole and exclusive remedy hereunder, shall have the right to forfeit and terminate this Agreement whereupon all payments previously made by Purchaser shall be retained by Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the Premises, or if required, to institute forcible entry and detainer proceedings to retake possession of the Premises. Notwithstanding the foregoing, Seller shall have no right to forfeit and terminate this Agreement if Purchaser corrects or cures an Event of Default prior to Seller's exercise of the forfeiture and termination option set forth in this Paragraph 9(a).

(b) An "Event of Default" shall occur when:

(i) Purchaser fails to pay any amount which is payable by Purchaser hereunder within five (5) days after notice of such failure from Seller; or

(ii) Purchaser fails to perform any other covenant or conditions herein contained and such failure continues for a period of ten (10) days after the receipt by Purchaser of written

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notice of such failure from Seller which specifies such default; provided, however, that if Purchaser commences to cure the failure prior to expiration of said ten (10) day period but cannot remedy it using due diligence prior to expiration thereof, then it shall not be an Event of Default hereunder so long as Purchaser proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default.

10. Seller Default. If Seller fails to perform any obligation hereunder, or if Seller is otherwise in violation or breach of any other covenant, agreement, representation, warranty or indemnity contained herein then, in addition to all other remedies available at law or in equity (including, without limitation, injunctive relief), Purchaser shall have the option to terminate this Agreement by written notice to Seller.

11. Damage or Destruction. If, after the Initial Closing, the Premises are destroyed or materially damaged as a result of fire or other casualty ("Casualty"), any proceeds of insurance received by Seller with respect to such damage or destruction shall promptly be remitted to Purchaser, except as may be retained by Lender in accordance with the Existing Financing Documents. Seller shall, at the Initial Closing, assign to Purchaser all of Seller's rights in any current or future Casualty insurance proceeds. Seller agrees to cooperate with Purchaser in every respect in making proofs of loss and effecting settlement with the insurer. If insurance proceeds are at any time paid to Lender following a Casualty, and such proceeds are not used to repair or replace the damaged or destroyed Premises, then the amount of such proceeds shall be credited against the unpaid balance of the Purchase Price. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement, except as otherwise provided in this Paragraph.

12. Recording. This Agreement upon the request of either such party which may be recorded in the office of the Recorder of Deeds of Cook County, Illinois by either party hereto at the recording party's cost.

13. Captions and Pronouns. The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

14. 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.

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15. Binding of Heirs. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser.

16. Time of Essence. Time is expressly made of the essence of this Agreement.

17. Joint and Several Obligations. The obligations of two or more persons designated "Seller" or "Purchaser" in this Agreement shall be joint and several, and in such cases 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.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Entire Agreement. The Contract, together with and as amended by this Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof. To the extent the Contract and this Agreement are inconsistent or in conflict,

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this Agreement shall govern and control the interpretation of the documents relating to the subject matter hereof. The Contract and this Agreement may be modified only by a written instrument executed by Seller and Purchaser.

20. Nominee Land Trust. Prior to the Final Closing, Purchaser may direct Seller to convey title in the Premises to a trustee of a land trust created by Purchaser.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date first set forth above.

PURCHASER:

PLANNED REALTY GROUP, INC., an Illinois corporation

By: 
Its: President

BY THE SELLER: ~~WHICH IS HEREBY REJECTED AND MADE A PART HEREOF~~
SELLER:

LASALLE NATIONAL TRUST, N.A.,
not personally, but solely as
Trustee aforesaid

By: 
Its: President

441 WEST OAKDALE ASSOCIATES, an Illinois limited partnership

By: 
Richard Kaplan, its
General Partner

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INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

RIDER ATTACHED TO AND MADE A PART OF INSTRUMENT DATED August 31, 1995

Installment Agreement for Trustee's Deed

This ~~CONTRACT~~ is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as trustee under Trust No. 111533, as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental damage.

LINE 11 CASE 111533

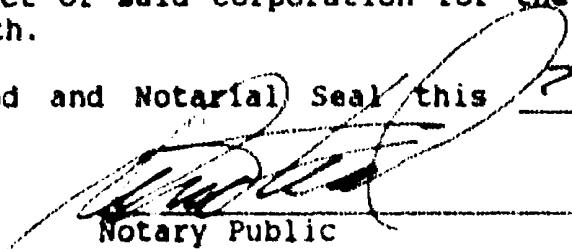
Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

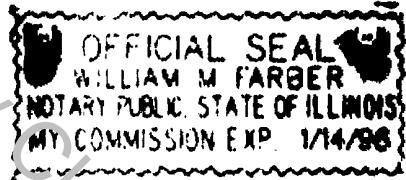
I, Wm Farber, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ROBERT SUPSKA, President of Planned Realty Group, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of Sept, 1995.



Notary Public

My Commission Expires:



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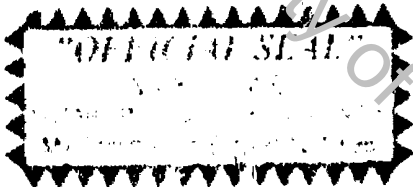
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VICKI HOWE, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W LANG, SR VICE PRESIDENT of LaSalle National Trust, N.A., who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such SR VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said LaSalle National Trust, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of _____, 1995.



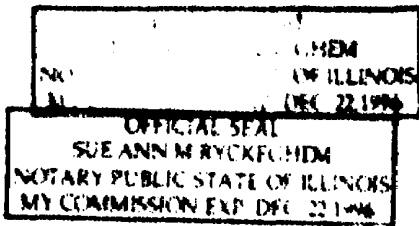
Vicki Howe

Notary Public
My Commission Expires: 12/22/96

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sue Ann M Ryckefield, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Richard Kaplan, General Partner of 441 West Oakdale Associates, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of _____, 1995.



Sue Ann M Ryckefield

Notary Public
My Commission Expires: Dec 22, 1996

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EXHIBIT A

LEGAL DESCRIPTION

SUB-LOT 1 IN THE SUBDIVISION OF LOTS 9 TO 16 INCLUSIVE IN BLOCK 2 IN GILBERT HENARD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 441 West Oakdale
Chicago, Illinois

P.I.N.: 14-28-118-005

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EXHIBIT B

REAL ESTATE SALE CONTRACT

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REAL ESTATE SALE CONTRACT

1. PLANNED REALTY GROUP, INC. OR NOMINEE (Purchaser) agrees to purchase at a price of \$1,550,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

SUB-LOT 1 IN THE SUBDIVISION OF LOTS 9 TO 14 INCLUSIVE IN BLOCK 2 IN GILBERT HUNTER'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as 111 N. CARROLL, CHICAGO, ILLINOIS, and with approximate lot dimensions 250' DEPTH, together with the following property presently located thereon:

1. 111 WEST CARROLL ASSOCIATES, an Illinois Limited Partnership, Company, agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a marketable TITLE INSURANCE deed, and a proper bill of sale, subject only to the covenants, conditions and restrictions or record; to private, public and utility easements and roads and highways, if any; to party wall rights and agreements; of any of its existing leases and to other easements as stated in Schedule A attached; no special taxes or assessments for improvements not yet completed; if installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; any mortgage or trust deed specified herein; if any; all general taxes for the year 1994 and subsequent years; and to the payment of all obligations set forth on Exhibit A (collectively the "Restricted Description").

SEE RIDER

2. Purchaser has paid \$10,000 as earnest money to be applied on the purchase price, and agrees to pay or to satisfy the balance of the purchase price, plus or minus provisions, at the time of closing as follows:

The payment of \$1,550,000.00

3. Seller, at its own expense, agrees to furnish Purchaser a current plat of survey of the above ten, estate made, and certified by the surveyor as having been made, in compliance with the Act-RS-600 and code.

4. The time of closing shall be on August 12, 1994, or the date, if any, to which said time is extended by reason of paragraph 5 of the conditions and stipulations hereafter hereinafter operative, whichever date is later, unless subsequently mutually agreed otherwise, at the office of GUARANTY NATIONAL TITLE COMPANY or at the mortgage lender, if any, provided that it is shown to be good and acceptable by the Purchaser.

5. Seller agrees to pay a Broker's Commission to Spectacular Properties, as per agreement.

6. The earnest money shall be held by GUARANTY NATIONAL TITLE COMPANY for the entire benefit of the parties hereto in the terms of the above stated order herein in form and content mutually acceptable to the parties hereto with interest credited to Purchaser until closing or default, subject to the terms of this contract, particularly paragraph 4 of the conditions and stipulations.

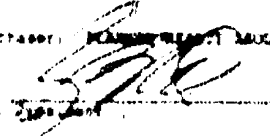
7. Seller represents that to the best of its knowledge seller has not received any notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

8. A duplicate original of this contract, duly executed by seller shall be delivered to the purchaser within 1 business days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the conditions and stipulations set forth on the back page hereof, which conditions and stipulations are made a part of this contract.

Dated: 2023.12.22

Purchaser: PLANNED REALTY GROUP, INC. (Address: 111 N. HENNEBURY STREET, STE 101, CHICAGO, IL 60611)

BY: 
179. 2198 2023

Seller: 
BY: _____ Address: _____

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not later than 10 days prior to the date of closing, the title of Seller. If the title is required to be delivered under the terms of this contract, and a title commitment for an owner's title insurance policy issued by QUARANTY NATIONAL TITLE INSURANCE. The title policy to be furnished to Purchaser hereunder shall include both Extended Coverage and the following endorsements: a) zoning endorsement with zoning or zoning endorsement, a contingently endorsed location endorsement. The title policy shall be in the amount of the purchase price. The commitment for title insurance acceptable to Purchaser's lender, shall be delivered to Purchaser at least five (5) days prior to closing and shall show good title in Seller subject only to the permitted exceptions, as well as any matters noted or caused by Purchaser. The title commitment shall be conclusive evidence of good title as therein shown as to all matters covered by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of the title of Seller's title covering the date of closing and showing title in Seller subject only to the permitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the amount specified in paragraph 1 below.

2. If the title commitment or plat of survey, if one is required to be delivered under the terms of this contract, discloses either unpermitted encroachments or survey matters that render the title unmarketable, herein referred to as "Survey Defects", Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such Survey Defects to have the title insurer commit to insure against loss of amount that may be incurred by such exceptions or Survey Defects, and, in each event, the date of closing shall be 15 days after delivery of the commitment or the time expressly specified in paragraph 1 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any Survey Defects, removed or corrected by the alternative, to obtain the commitment for title insurance specified above as to such exceptions or Survey Defects within the specified time, Purchaser may terminate this contract, or any defect, upon notice to Seller within 15 days after the expiration of the time provided, to take title as it then is with the right to deduct from the purchase price the amount of encumbrance of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Taxes, premiums under applicable insurance policies, water and other utility charges, fuel, prepaid service contracts, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted, if any, as of the date of closing.

4. All provisions are final unless provided otherwise hereon. Existing leases and assignable interests, if any, shall be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State or County law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration required by the Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transmission tax. Both tax required by City of Chicago ordinance shall be paid solely by Purchaser.

5. If this contract is terminated without Purchaser's fault, the earnest money along with all accrued interest shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, the earnest money shall be forfeited to the Seller as liquidated damages, without limiting Seller's right to collect other provided damages. Purchaser shall also retain the right of specific performance.

6. This is of the essence of this contract.

7. Any payments herein required to be made at the time of closing shall be by certified check, cashier's check, or wire transfer, payable to Seller.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, overnight express delivery or local messenger shall be sufficient notice. All notices to Seller shall include a copy to Borwood, Harris & Braun Chartered, 111 W.acker Drive, Chicago, Ill 60606, ATTN: Charles Braun.

9. COMPLIANCE WITH LAWS: The provisions of the Illinois Uniform Vendor and Purchaser Act shall be applicable to this Agreement. Seller shall comply with the requirements of the Federal Investment in Real Property Tax Act and the Illinois Real Property Transfer Act (RPTA) and other applicable local or state provisions concerning environmental information. Buyer and Seller agree to make all disclosures and comply with applicable provisions of local or state law including the Real Estate Settlement Procedures Act of 1966, as amended, and any local ordinances with respect to transfer taxes.

10. FOREIGN INVESTOR DISCLOSURE: Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Act and regulations promulgated thereunder.

11. This sale shall be closed through New York style escrow with Guaranty National Title Company in accordance with the general provisions of the Lease, Form of Deed and Money Escrow Agreement then in use by Guaranty National Title, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the completion of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be \$1,000 equally between Seller and Purchaser.

12. THE EXHIBIT ATTACHED HERETO IS HEREBY MADE A PART HEREOF.

3/20/21 11:50

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RIDER

RIDER attached to and made part of Real Estate Sale Contract dated June 4, 1993 by and between 441 WEST CAWDALE ASSOCIATES, an Illinois Limited Partnership ("SELLER") and PLANNED REALTY GROUP, INC. OR NOMINEE ("PURCHASER") concerning real property located at and commonly known as 441 WEST CAWDALE ASSOCIATES, Chicago, Cook County, Illinois ("PROPERTY"). In the event of any conflict between the terms of this Rider and the terms of the printed form Contract to which it is attached, the terms of this Rider shall govern the interpretation and construction of this Contract.

(1) PURCHASER'S Due Diligence: within five (5) days of the execution of this agreement by both parties, SELLER shall provide PURCHASER with the following:

(a) complete copies of the federal tax returns of the entity which owns the PROPERTY (or entity which owns the beneficial interest in the land trust holding title to the PROPERTY) for 1991, 1992, 1993 and 1994;

(b) year-to-date operating statement for the PROPERTY as of the month preceding the month in which this Contract is accepted by SELLER;

(c) current rent roll showing, for each apartment and parking space, address and unit designation, number of bedrooms, tenant name, current monthly rent (clearly indicating what rent, if any, is allocable to parking such that all parking spaces and apartments can be identified on the rent roll and traced to its corresponding lessee), current security deposit balance, lease commencement and lease termination date;

(d) copies of all utility bills for the twelve (12) months preceding the month of SELLER'S acceptance, including but not limited to bills for gas, water and electric service;

(e) copies of all building code violation notices received by SELLER within the eighteen (18) months preceding the month of SELLER'S acceptance and copies of any summons and complaint filed against the building relating to any alleged building code violations;

(f) copies of any service contracts, recorded or not, which may be assigned to PURCHASER at closing, or to which PURCHASER'S title may be subject;

(g) copies of the most recent real estate tax bill, any reassessment notice received indicating any change in the assessed valuation shown on the real estate tax bill, and copies of all documents submitted to any assessing or assessment review authority within the thirty-six (36) months preceding the month of SELLER'S acceptance;

(h) copies of all documents creating any right, restriction, covenant or easement to which PURCHASER'S title may be subject;

(i) copies of income and expense statements for the years 1991, 1992, and 1993;

(j) copies of all third party reports in possession including at a minimum, environmental, engineering, and appraisals;

(k) copies of any warranties in existence relating to building systems or equipment; and

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(2) **Inspection Period:** At any time and from time to time during the twenty-one (21) days after the date hereof ("the Inspection Period"), Purchaser, its employees, licensees and agents shall have the right to enter the Property to conduct a complete physical inspection of the Property and, in connection therewith, to conduct any mechanical, structural or other engineering tests, studies or surveys in, on or about the Property and Purchaser will have complete access to the roof and all boilers, furnaces, elevators, heating, ventilation and air conditioning equipment and/or systems in, on or about the Property and all structural components of the Property. If after the Inspection Period Purchaser, in its sole discretion, deems the result of Purchaser's inspection to be unsatisfactory for any reason whatsoever, Purchaser shall have the right to terminate this contract upon notice thereof listing defects to Seller, in which event the earnest money shall be returned to Purchaser and except as set forth herein, neither party hereto shall have any further rights or liabilities under this Contract accruing after said termination.

(3) **SELLER'S Representations and Warranties:** SELLER hereby represents and warrants as follows:

(a) that there are no service agreements, management agreements or other agreements or contracts with respect to the PROPERTY or any part thereof that would be binding on PURCHASER or constitute or create a lien against the PROPERTY other than those contracts provided pursuant to Paragraph (1)(f), above;

(b) that SELLER has not received any notice from any governmental authority of any special tax or assessment to be levied against the PROPERTY other than those notices provided pursuant to Paragraph (1)(g), above;

(c) that there are no pending or threatened suits, litigation, governmental investigations or like proceedings before any court, tribunal, administrative body or other governmental authority regarding the PROPERTY or the operation of the PROPERTY by SELLER which, if adversely determined, would affect title to the PROPERTY or give rise to a lien thereon, other than those matters disclosed pursuant to Paragraph (1)(e), above;

(d) that there are no pending or threatened condemnation or eminent domain proceedings with regard to the PROPERTY or any part thereof;

(e) that there are no union contracts relating to the Property or union employees presently employed by SELLER, or any entity related to the Property, in the operation and maintenance of the PROPERTY whose employment is not terminable at will; and

(f) that no party has any option or other right to purchase the PROPERTY or any part thereof or any interest therein.

If at any time prior to closing any of the representations and warranties made under this Paragraph are disclosed to PURCHASER as being incomplete, inaccurate, misleading or false, PURCHASER shall have, at PURCHASER'S election, the right to declare this Contract null and void and thereupon all earnest money and interest thereon shall be refunded forthwith to PURCHASER without deduction or set off.

All representations and warranties made herein or otherwise provided for shall be deemed to be made on the date of closing and shall survive closing for a period of one year. This Contract shall not be canceled upon closing.

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(4) **Provisions and Adjustments:** The following items shall be prorated and adjusted between SELLER and PURCHASER as of the closing date, which shall be a day of income and expense to PURCHASER unless otherwise specified:

(a) All charges for utilities, including water and sewer charges, shall be paid by SELLER to the closing date and SELLER shall cause final meter readings to be made on the closing date so that separate bills for the periods prior to and including and after the closing date may be issued to SELLER and PURCHASER, respectively.

(b) Prepaid contracts which PURCHASER, at its option, may elect in writing to assume shall be credited to SELLER.

(c) Delinquent rent under tenant leases shall not be prorated at closing and SELLER shall have no right to apply security deposits to rent becoming delinquent after the date of SELLER's acceptance. Delinquent rents collected by PURCHASER after the closing date shall be paid to SELLER, it being understood that all rent collected by PURCHASER shall be first applied to current rent, thereafter to delinquent rent, notwithstanding the foregoing. Purchaser shall be entitled to retain and Seller shall turn over to Purchaser, rents received from tenants who are delinquent not more than thirty (30) days. PURCHASER agrees to permit SELLER to assert the appropriate cause of action desired by SELLER (other than a suit in forcible entry and detainer) to collect any such delinquent rent for the period prior to closing.

(d) All accounts payable and other obligations incurred by SELLER prior to the closing date shall be paid or performed by SELLER on or before the closing date or as soon as practical thereafter, and PURCHASER assumes no obligation or responsibility for the payment or performance thereof.

(5) **SELLER'S Actions Prior to Closing:** SELLER agrees that, between the date of SELLER'S acceptance and the closing date,

(a) SELLER shall use its best efforts to obtain lease renewals or new leases consistent with Exhibit A attached hereto and made a part hereof. Notwithstanding SELLER'S best efforts, however, any lease entered into by SELLER may be for an amount equal to or greater than the previous lease amount and shall be for a period of one year.

(b) Neither SELLER nor SELLER'S agent shall permit or cause to be sold, transferred, conveyed or encumbered the PROPERTY or any part thereof or interest therein, or alter or amend the zoning classification of the PROPERTY, or otherwise perform or permit any act or deed which shall encumber the PROPERTY or prevent SELLER from performing fully SELLER'S obligations hereunder:

(c) SELLER will maintain the existing fire and extended coverage casualty insurance in force with respect to the PROPERTY; and

(d) SELLER will continue to perform normal and regular maintenance upon the PROPERTY (and all services relating thereto) and shall maintain the PROPERTY in the same condition as on the date of SELLER'S acceptance, normal wear and tear excepted.

(e) SELLER shall notify PURCHASER immediately upon receipt of any reassessment notices from the Cook County Assessor, building code violation notices from the City of Chicago, or any other notices or pleadings regarding the PROPERTY.

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16. **SELLER'S Acceptance:** Notwithstanding anything to the contrary contained in the printed form Contract to which this Rider is attached, SELLER shall not be deemed to have accepted this Contract until such time as SELLER shall have delivered or caused to be delivered to PURCHASER or PURCHASER'S attorney a fully-executed copy of the Contract and Rider bearing the original signatures of all parties.

17. **Marketing of Property:** Upon execution of this Contract, Seller will take the Property off the market and refrain from marketing the Property.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 11th day of June, 1992.

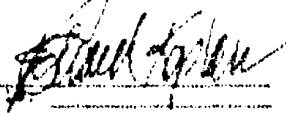
PURCHASER:

SELLER:


KLEIN'S REALTY GROUP, INC.

447 SAKDALE ASSOCIATES, an Illinois

By: Robert J. Buford
President

By: 
Title: _____

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