

CAUTION: Consult a lawyer before using this form if you have a pending mortgage and this is a recorded deed.

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AGREEMENT, made this 30th day of JUNE, 1995, between

LAKESIDE E, A LIMITED PARTNERSHIP 95615897, Seller, and

IAN DUFFY, JOHN DUFFY + ELIZABETH DUFFY, Purchasers

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 warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of COOK and State of ILLINOIS described as follows:

UNIT 28 IN WINDSOR PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: THE W 1/2 OF LOT 5 AND LOT 6 (EYEW 30' THEREOF) BLOCK 4 IN PETER HALL'S ADDITION TO CHICAGO IN NW FRACTIONAL QUARTER OF SEC 21, T2N 40, R14E 09 3rd PM.

PARCEL 2: EASEMENT RECORDED FOR BENEFIT OF PARCEL 1 DOCUMENTS NO 7618095 AND 7961987

WHICH SURVEYS IS ATTACHED AS EXHIBIT A TO THE CONDOMINIUM DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95056487 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

and Seller further agrees to furnish to Purchaser on or before JUNE 30, 1995, 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 CHICAGO TITLE TRUST CO, (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, (c) merchantable abstract of title, 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 at the office of LAKESIDE MANAGEMENT

725 W. SHERIDAN, CHICAGO, ILLINOIS 60613

the price of THIRTY THREE THOUSAND (\$33,000.00) Dollars in the manner following, to-wit: \$3300.00 AT TIME OF CLOSING AND MONTHLY PAYMENTS OF \$228.99 INCLUDING PRINCIPAL AND INTEREST (BASED ON A 30 YEAR AMORTIZATION) (INTEREST SHALL BE PRORATED FROM DATE OF CLOSING TO END OF MONTH AND FIRST PAYMENT SHALL BE DUE THE FIRST DAY OF THE 2ND MONTH THEREAFTER) with interest at the rate of 9 per cent per annum payable MONTHLY. FINAL PAYMENT DUE AUGUST 1, 2000 on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on JUNE 30, 1995 ALTHOUGH CLOSING

ANTICIPATED ON OR ABOUT July 27, 1995, provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 1995 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

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

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1994 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, streets and alleys, if any; LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT, OR BY LAWS THEREOF FOR THE TRANSFER OF OWNERSHIP.

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 PAINE PERCENT 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.

8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

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

IN COOK COUNTY, ILL.

95615897

2550
3200
#4750

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PROVIDED TO ARTICLES OF AGREEMENT
FOR WARRANTY DEED
DATED: JUNE , 1995
BETWEEN: LAKESIDE F SELLER
IAN DUFFY, ETAL PURCHASERS

22. TAXES RESERVE: IN ADDITION TO THE AGREED
INSTALLMENTS AS PROVIDED FOR ABOVE, BUYER SHALL
DEPOSIT WITH THE SELLER ON THE DAY EACH INSTALLMENT
PAYMENT IS DUE, ON THE FIRST DAY OF EACH MONTH
SUBSEQUENT TO THE DATE OF INITIAL CLOSING, UNTIL THE
PURCHASE PRICE IS PAID IN FULL, A SUM EQUAL TO ONE-
TWELFTH OF THE YEARLY TAXES, ASSESSMENTS WHICH MAY
BECOME A LIEN ON THE PREMISES, ALL AS REASONABLY
ESTIMATED TO PROVIDE SUFFICIENT FUNDS FOR THE FULL
PAYMENT OF SUCH CHARGES ONE MONTH PRIOR TO THEIR
BECOMING DUE AND PAYABLE. FAILURE TO MAKE THE
DEPOSITS REQUIRED HEREUNDER SHALL CONSTITUTE
A BREACH OF THIS AGREEMENT. SELLER SHALL, UPON
THE REQUEST OF BUYER, GIVE THE BUYER AN ANNUAL
ACCOUNTING OF ALL SUCH FUNDS DEPOSITED AND
DISBURSED INCLUDING EVIDENCE OF PAYMENTS FOR
FUNDS DISBURSED. THE FUNDS ARE HEREBY PLEDGED
AS ADDITIONAL SECURITY TO THE SELLER FOR THE
PERIODIC PAYMENTS AND THE UNPAID BALANCE OF THE
PURCHASE PRICE.

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