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INSTALLMENT AGREEMENT FOR WARRANTY DEED

AGREEMENT, made this 2nd day of December, 1994, between Robert L. Loevy and Arthur Loevy, Sellers, and Fanny Kohn, Purchaser:

WITNESSETH, that if the Purchaser shall first make the payments and perform Purchasers' covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in Fee Simple by Sellers' 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:

See Exhibit "A" attached hereto

Permanent Real Estate Index Number(s):

Address of Premises: Unit 406, 4901 Golf Rd., Skokie, IL 60077

and Seller further agrees to furnish to Purchaser on or before the date of possession, at Sellers' expense, evidence of title to the premises consisting of an Owners' Title Insurance Policy in the amount of the purchase price, issued by PLM Title Insurance Co., showing merchantable title in the Seller on the date hereof, subject only to the matters specified in paragraph 1 below.

Purchaser hereby covenants and agrees to pay to Sellers, at such place as Sellers may from time to time designate in writing, and until such designation at the office of Robert L. Loevy, located at 1501 E. Central Rd., Arlington Heights, Illinois 60005, the price of : \$108,000.00.

Said price is to be paid as follows:

\$20,000.00 at the time of execution of this Agreement. The balance of \$88,000.00 is to be paid with interest at the rate of 7.5% per annum payable monthly on the whole sum remaining from time to time unpaid, each payment to be due on the first of the month commencing January 1, 1995. The amount of each such monthly payment is to be \$550.00, said sum being interest only with a final payment being due June 1, 1995 in the sum of \$88,550.00 plus or minus prorations.

Possession of the premises shall be delivered to the Purchaser on December 2, 1994, provided that Purchaser is not then in default under this agreement.

All prorations shall be calculated from the date of possession. The parties agree that all such prorations, including Condominium Assessments and Real Estate Taxes shall be calculated and adjusted on June 1, 1994 at the time the final payment is due. Until that time, Sellers shall pay the special roof assessment as it is billed by the Condominium Association and Sellers shall pay any real estate taxes that become due. General taxes for the year 1994 are to be prorated from January 1, to the date for delivery of possession.*

PLM

Pmt # 52772C

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MAIL TO:
PLM TITLE COMPANY,
P. O. BOX 46
WHEATON, IL 60189



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

1. The conveyance to be made by the Sellers 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, party-wall agreements, condominium declarations and regulations and by-laws 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;*

2. Purchaser shall pay before accrual of any penalty any and all regular condominium assessments and special assessments (except for the special assessment regarding the roof work in progress) pertaining to the premises that become payable on or after the date of delivery of possession to purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.*

3. Purchaser shall keep the building 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 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 and payable to Seller, with interest at 7.5% 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 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.

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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 place condominium owner's insurance coverage on the premises at Purchaser's expense covering the unit against loss by fire, lightning, windstorm and including extended coverage risks and liability coverage in companies to be approved by Seller at Purchaser's expense and naming Seller as an additional insured and as a loss payee with respect to damage to the premises and requiring all payments for loss for damage to the unit to be applied on the purchase price, and Purchaser shall deliver the policies to Seller.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately and payable to Seller, with interest at 7.5% per annum until paid.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

12. In the event this agreement shall be declared null and void by Seller on account of any breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of the County in which said premises are located.

13. In the event of termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action.

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1501 E. Central Rd., Arlington Heights, Il. 60005, or to Purchaser at Unit 406, 4901 Golf Rd., Skokie, Il. 60077, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.*

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

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20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

22. If Purchaser desires a Title Policy at the time title is transferred, the expense of procuring such Title Insurance shall be charged to the Purchaser as Seller will have provided a Title Insurance Commitment at his expense at the time these Articles are executed.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Signed, sealed and delivered in the presence of:

Lydia E. Romte
LYDIA E. ROMTE
Notary Public, State of New York
No. DJAP9029937
Qualified in Bronx County of
Commission Expires July 5, 1992

Arthur Loevy
Arthur Loevy

Robert C. Loevy
Robert C. Loevy

Penny Kohn
Penny Kohn

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. DEPT-11 RECORD TOR \$33.50
. 140013 TRAN 9314 01/11/95 09:50:00
. 17607 \$ AP #-95-021368
. COOK COUNTY RECORDER

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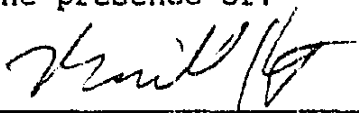
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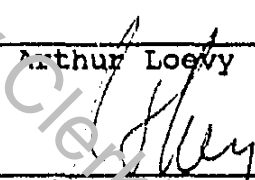
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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

Signed, sealed and delivered
in the presence of:





Arthur Loevy
Robert L. Loevy



Fanny Kohn

* The parties acknowledge that paragraphs 1, 2, 18 & 19 are not precisely reflective of the contract dated October 10, 1994 and therefore in so far as a conflict may arise, those provisions of the contract survive until these Articles of Agreement are concluded.

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LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 1: UNIT 406 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST 33 RODS OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID EAST 33 RODS OF THE NORTHEAST QUARTER, A DISTANCE OF 153.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.57 FEET FOR THE PLACE OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 79.0 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.41 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 181.63 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 79.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 179.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.0 FEET; THENCE SOUTH 79 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 44.49 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 104.78 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY HARRIS TRUST AND SAVINGS BANK, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1967 AND KNOWN AS TRUST NO. 32766, AND NOT INDIVIDUALLY, FILED IN THE OFFICE OF THE REGISTRAR OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR 2813918, TOGETHER WITH AN UNDIVIDED 1.76420 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY).

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED NOVEMBER 12, 1970 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON NOVEMBER 17, 1970 AS DOCUMENT LR 2530976 AND AS CREATED BY DEED (OR MORTGAGE) FROM HARRIS TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1967 AND KNOWN AS TRUST NO. 32766 TO CARL LOEVY AND ROSI LOEVY DATED OCTOBER 15, 1972 AND FILED NOVEMBER 12, 1975 AS DOCUMENT LR2840281 FOR INGRESS AND EGRESS.

PERMANENT INDEX NUMBER: 10-16-204-029-1042

TOWNSHIP: NILES

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MAPPING SYSTEM

Change of Information

Scannable document - read the following rules

1. Changes must be kept within the space brackets shown...
2. Do Not use punctuation...
3. Print in CAPITAL letters with black pen only...
4. Do Not Xerox form...
5. Allow only one space between names, numbers, and address...

SPECIAL NOTE:

- If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number...
- If you don't have enough room for your full name, just your last name will be adequate...
- Property Index numbers (PINs) must be included on every form...

PIN NUMBER:

10-16-204-029-1042

NAME/TRUST#:

HOME OWNER

MAILING ADDRESS:

4901 GOLF RD

CITY:

SKOKIE

STATE:

IL

ZIP CODE:

60077-

PROPERTY ADDRESS:

4901 GOLF RD

CITY:

SKOKIE

STATE:

IL

ZIP CODE:

60077-

6003086

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