

Articles of Agreement, Made this 1ST day of December, 1994.

between DOLLARS EXPRESS INC. hereinafter called Seller, and David R. Guel hereinafter called Purchaser:

WITNESSETH, That if the Purchaser shall first make the payments and perform the covenants hereinafter mentioned on Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the said Purchaser, in fee simple clear of all incumbrances whatsoever, including waiver of dower and homestead, except as hereinafter provided, by a good and sufficient Warranty Deed, accompanied by a complete merchantable abstract of title to the date hereof or title guaranty policy, the premises situated in the County of Cook and State of Illinois known and described as follows:

THE WEST 1/2 OF LOT 21 AND LOT 22 (EXCEPT THE WEST 6 FEET THEREOF) IN BLOCK 9 IN S.E. GROSS' CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

And the Purchaser hereby covenants and agrees to pay to the Seller, at such place as Seller may from time to time designate in writing, and until such designation, at the office of DOLLARS EXPRESS INC. the sum of FIFTY THREE THOUSAND FIVE HUNDRED Dollars in the manner following, to-wit:

Property Address: 2016 E. 93rd St., Chicago, Illinois

PIN NUMBER: 25-01-408-008

One Payment of \$53,500 Due Six Months From Acceptance (June 1, 1995)

DEPT OF RECORDING

23.50

127777 TRAN 7500 03/21/95 10:11:00

47935 EDC H-95-1227-003

COOK COUNTY RECORDER

95187903

with interest at the rate of Nine (9%) per centum per annum payable with each payment of the whole sum remaining from time to time unpaid. It is further expressly understood and agreed between the parties hereto:

- 1. That the conveyance to be made by the Seller shall be expressly subject to the following: (a) All taxes, special assessments and special taxes levied after the year A.D. 1994; (b) All installments of special assessments heretofore levied falling due after the year A.D. 1994; (c) The rights of persons claiming by, through or under the Purchaser; (d) Party-walls and party-wall agreements if any; (e) Building lines and building restrictions; (f) The rights, if any, of the public in any portion of the premises aforesaid, which may fall within any public street, way or alley adjacent or contiguous to said premises; 2. The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Seller; 3. That each and every contract for repairs and improvements on the premises aforesaid or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of the lien against the property aforesaid, agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and 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; 4. That the Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of the Seller, and that 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 said premises, but shall render this contract null and void, at the election of the Seller; and that the Purchaser will not sub-let or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Seller; 5. That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Purchaser until the delivery of the deed aforesaid by the Seller, or until the full payment of the purchase price at the times and in the manner herein provided; 6. That no extension, change, modification or amendment to or of this instrument of any kind whatsoever shall be made or claimed by Purchaser, and that no notice of any extension, change, modification or amendment, made or claimed by the Purchaser, shall have any force or effect whatsoever except the same shall be endorsed in writing on this agreement and be signed by the parties hereto; 7. That said Purchaser shall keep all buildings at any time on said premises insured at Purchaser's expense against loss by fire, lightning and tornadoes in companies to be approved by the Seller to an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional insurance shall require all payments for loss to be applied on said indebtedness, and deliver the said policies of insurance to Seller; 8. And in case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into, this contract shall, at the option of the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made on this contract, and such payments shall be retained by the said Seller in full satisfaction and as limited damages by Seller sustained, and in such event the Seller shall have the right to re-enter and take possession of the premises aforesaid; 9. In the event this contract or agreement shall be declared null and void by the Seller on account of any default, breach or violation by the Purchaser in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Seller, of a written declaration of forfeiture hereof, in the Recorder's Office of said County; 10. That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Purchaser shall belong to and be the property of the Seller without liability or obligation on Seller's part to account to the Purchaser therefor in for any part thereof; 11. That the Purchaser shall pay to the Seller all costs and expenses, including attorney's fees, incurred by the Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and that the Purchaser will pay to the Seller all costs and expenses, including attorney's fees incurred by the Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against the 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 the Seller against the Purchaser on or under this agreement; 12. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy, but that the Seller shall, in case of default or breach or for any other reason herein contained, have every other remedy given by this agreement and 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; 13. If there be here any person designated herein as "Seller" or as "Purchaser", said word or words (as the case may be) wherever used herein, and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

The Seller hereby warrants that if the real estate above described is a dwelling structure that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before this contract was executed has been received by the Seller or his agent within ten years of the date hereof.

IT IS MUTUALLY AGREED, By and between the parties hereto, that time of payment shall be the essence of this contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals, the day and year first above written.

Dollars Express Inc. By Steven Lucab - Port (SEAL) David R. Guel (SEAL)

2350 Dec

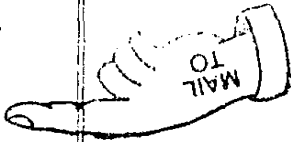
UNOFFICIAL COPY

INSTALLMENT CONTRACT

Articles of Agreement

FOR WARRANTY DEED

DOLLARS EXPRESS INC.
— TO —
David R. Guel



*Dollars Express Inc.
11722 S. Western
Chicago, Ill. 60643*

ASSIGNMENT

For value received, the undersigned do hereby assign all right, title and interest in, to and under the within articles of agreement for warranty deed

unto _____, heirs and assigns, subject to the consent of the Seller thereunder, and in consideration of such consent do hereby guarantee the performance by said assignee of all the covenants on the part of the Purchaser.

Witness the hand and seal of the undersigned, this _____ day of _____, A. D. 19____.

(SEAL)

(SEAL)

In consideration of the above assignment and written consent of the Seller, hereby assume and agree to make all the payments and perform all the covenants and agreements by the Purchaser to be made and performed under the within agreement.

Witness _____ hand and seal _____ day of _____, A. D. 19____.

(SEAL)

(SEAL)

CONSENT TO ASSIGNMENT

_____ hereby consent to the foregoing assignment of the within agreement to _____ on the express condition, however, that the assignor shall remain liable for the prompt payment and performance of the covenants on the part of the Purchaser therein mentioned, and that no further assignment of said agreement, or any part thereof shall be made without the written assent thereto of the undersigned.

Witness _____ hand and seal this _____ day of _____, A. D. 19____.

(SEAL)

**RECEIVED ON THE WITHIN CONTRACT
THE FOLLOWING SUMS**

DATE	INTEREST	PRINCIPAL	REMARKS
19____	Dollars Cts	Dollars Cts	

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19____	Dollars Cts	Dollars Cts	

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