ARTIGIES OF ACRHIMEN FOR TRUSTEES DEED 95212324

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	Articles of Agreement made this <u>1st</u> day of <u>March</u> , 19 <u>95</u> , between MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated <u>August 3, 1990</u> and known as Trust No.90-6046 (hereinafter called the Title Holder), and <u>JOSEPH KUROWSKI</u>	
	hereinafter called Purchaser).	
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7118914	WITNESSETH: That if the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth. Title Holder will, upon receipt of a proper written direction from those empowered to direct the Trustee under the aforementioned Trust Agreement, convey to Purchaser by Trustee's Deed, the real estate, commonly known as: 3318 N. Damen. Chicago, Illinois 60618 and legally described as:	
	Lot 37 in Block 16 in C.T. Yerke's Subdivision of Blocks 33 to 36 and 41 to 44 of Executors of W.E. Jones Subdivision in Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.	
25	P.I.N.: 14-19-323-038	
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	together with all buildings and improvements thereon, if any SUBJECT TO:	
١	a. Rights or claims of parties in possession not shown of record, questions of survey and existing leases, if any:	
\gg	 b. Mechanic's Liers not filed or where no notification thereof appears of record; c. Special assessment or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a 	
0)	Court of Record:	
	d. Building, building line and use or occupancy restrictions, conditions, and continued frecord;	
	e. Zoning and building laws or ordinances: f. Taxes for the year 199 and subsequent years: g. Party wall rights and agreement if any; ht. Roads, highways and easoner to: 149999 TRAN 7522 03/29/95 14:38:00 47294 \$ DW *-95-21252 COOK COUNTY RECORDER	
	i. All encumbrances, mortgages, livns, instruments and restrictions of record; i.— Violation of or liability arising under they tatute of Illinois, relating to alcoholic liquors approved January-31, 1994, or any	
	Act amendatory thereof; k. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser; 3.	
	m. Purchaser covenants and agrees to pay to Trus: Special, 6204 W. Irving Park Road,	
	Chi cago. II. 60634, or the beneficiary or tene iciaries of the Title Holder or to such person as the Title Holder or	
	its beneficiaries may from time to time designate in writing, the sum of Sixty Seven Thousand Dollars (\$ 67,000.00), in the following manner: Fifter Thousand	
	Fifty Two Thousand Dollars (\$52,000.00) at the rate of 10% interest per annum with monthly payments of interest only in the amount of \$433.33 beginning May 1, 1995 with a final payment of unpaid principal and accrued interest due on or before October 30, 1995.	-
	1. When the Title Holder has been notified in writing by its beneficiaries that the covenants and agreements herein contained have been performed by the purchaser, providing that all fees and costs due to Title Ackler, as Trustee, have been paid in full, Title Holder shall upon receipt of a proper written direction issue its Trustee's Deed subject to the conditions herein set forth to be delivered by the beneficiaries of said trust to the grantee in said Trustee's Deed. 2. Satisfactory evidence of title has been submitted to and approved by the Purchase and upon delivery of the Trustee's Deed.	
	hereunder the beneficiaries of the Title Holder agree to assign and deliver to the Purchaser, the Ovirer's Guarantee Policy issued by the Chicago Title and Trust Company in the name of the Title Holder and for the amount of the purchase price, or the Owner's Duplicate Certificate of Title issued by the Registrar of Titles of Cook County, Illinois, which the beneficiaries of the Title Holder now hold, and all insurance polices then in force covering these premises. It is understood by the Purchaser that Title Holder or the beneficiaries of the Title Holder shall not be required to furnish any further evidence of title upon delivery of the Trustee's Decahereunder.	-
	Page 1 of 4 Form No. 101294 Reorder from II LIANA FINANCIAL INC. MAE TO MINI THE BIK 155	夾

3. The Purchaser shall not suited or permit any medianess that or other sion to a trach to, or be against or upon the property aforesaid which may or might be superior to the rights of the Title Holder.

4. Each and every contract for repairs or 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 of lien against the property herein 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 if the name contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of the Title Holder.

5. The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder; nor shall the Purchaser lease said premises, or any part thereof, or consent to or approve any sublease or assignment of lease thereof, without first obtaining the prior written direction from those empowered to direct the Trustee and the consent of the Title Holder. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Purchaser, or any acts inconsistent herewith, shall vest not right, title or interest herein or hereunder, or in the said premises in any such transferee, pledge, assignee, lessee or sub-lessee, but Title Holder, or the beneficiaries of said trust, may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

6. No right, title, or interest, legalarmequisablex. In the premises described herein, or in any part thereof, shall vest in the Purchaser until said Trustee's Deed, as herein provided, shall be delivered to the Purchaser.

7. No extension, change, modification, or amendment of any kind or nature whatsoever, to or of this instrument, shall be made or claimed by Purchaser, and no notice of any extension, change, modification, or amendment, made or claimed by the Purchaser, shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

8. During the existence of this Agreement. Beigheigt agree to keep the building which would be a supported to the support of t areksta kacence ikk kra konskriveksir en ikkakrakitak en ing krakta ikkeli ikkakrakrakrakrakrak en en konsklander . Вы вы выструительный выпраженый выструиться вы выпражения вы выпражения вы выпражения выпражения выпражения вы выпражения вы ANAPORATIONAL AND ANALOND ANALOND AND ANALOND ANAL ibahbgar Ambahkan kegerdahiyan dibanya bari kehikahbanda ahik dibabuhda kai kemidi keridak kiridan ka kahidan ka kahidan ka kahida dibabibi ka ka bihbah ka kahida kahidan ka kahida kah эй бевинийну ээ бастары банийн бастары бастары бастарын мининим венних рот выбрабовый вы быт по таки выстройствику вы выбрать выбрать выбрабовый выпускаться выстильный выпускаться <u>፧ዮቔቜቔኇ</u>ቸልምም የመምፅም ያለፈፀም መመመው መው የመመመ መመመ የመመመመ መመመመ እንደ የመመመ እንደ መመመ መመመ እንደ መመመ መመመ መመመ እንደ እንደ መመመ እንደ እንደ መመመ МКТ б*КЭ*ЗВКУНКАННУ КУ 4НКПККУАРАНИЯ МИКИМИТЕКИМИКАТИКИМИКАТИКИМИКА КИКАТИНУЕ КИНИКТ ИННИВИМИТЕ ИННИВИМИТЕ В НИВИМИТЕ энхэнскийхнийж Якоойн хоохиминисэхээций и ишинжинж жинжийж жининж айхинжийж жинжийж жинжий жинжийж жинжий жинжи TO THE WAY OF WARREST AND A STANKED AND A THE WAY SO WAS THE WARREST AND A CONTROL OF THE WAY OF THE WAY. pekning xec for the known Purchaser agrees to keep liability insurance on the property.

9. 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 at the time of times provided herein for such payments or for the performance of any of the covenants hereof, this contract shall at the option of the beneficiaries of said trust, or the Title Holder, be forfeited and determined, and the Purchaser shall forfeit all payments made hereunder and such payments shall be retained by the beneficiaries of said trust, in full satisfaction and as liquidated damages by the beneficiaries of said trust sustained, and in such event the beneficiaries of said trust shall have the right to re-enter and take possession of the pretairly described herein.

10. 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 said premises by the Purchaser shall belong to and be the property of the beneficiaries of the aforesaid trust without liability or obligation on little Holder's part to account to the Purchaser therefore or for any part thereof.

11. The Purchaser shall pay to the Title Holder and to the beneficiaries of said (in) all costs and expenses, including attorney's fees, incurred by the Title Holder and by the beneficiaries of said trust in any action to proceeding to which the Title Holder or the beneficiaries of said trust may be made party by reason of being party to this Agreement, and the Purchaser will pay to the Title Holder and to the beneficiaries of said trust all costs and expenses including attorney's fees, incurred by the Title Holder and by the beneficiaries of said trust in enforcing any of the covenants and provisions of this Agreement, and incurred in any action brought by the Title Holder or by the beneficiaries of said trust, against the Purchaser on account of the provisions, or any of them in this Agreement contained, and all such costs, expenses, and attorney's fees may be included in and form a part of any judgment entired in any proceeding brought by the Title Holder or by the beneficiaries of said trust against the Purchaser on or under this Agreement.

12 h is further expressly agreed between the parties hereto that the remedy of forfeiture hereing cen to the Title Holder of to after with the parties of the track of the parties of the track of the parties of the contract purchaser does care said defaults. In the contract purchaser does care said defaults, this contract purchaser does care said defaults. The contract purchaser does care said defaults.

the beneficiaries of said trust shall not be exclusion of any other remedy but the the Title Helder, or the beneficiaries of said trust, shall, in case of default or breach, or for the plane combined have every other remedy even by this Agreement and by law or equity, and shall have the right of maintain and prosecute in and cases said remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

13. The Purchaser hereby irrevocably constitutes any Attorney of any Court of Record Attorney for Purchaser, 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 trial by jury, and confess judgment against Purchaser in favor of the Title Holder of the beneficiaries of said trust, or their assigns, for such sum as may be due, together with the costs of each suit, including reasonable atterney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for repossession may be issued immediately, said Purchaser hereby expressly walving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given, is given by such persons jointly and severally

14. It is further expressly agreed by and between the parties hereto that it shall not be the responsibility of the Title Holder to confirm any payments made to the beneficiaries of said trust under or pursuant to these Articles of Agreement, nor shall the Title Holder at any time be held accountable to the Purchaser for the application of any monies paid to a beneficiaries, or their agent or agents under or pursuant to these Articles of Agreement.

15. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this Agreement otherwise specified, and agrees and admits that no representation as to condition or repair thereof and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this Agreement has been made by Title Holder, by beneficiaries of Title Holder, or by the agent or agents of the Deneficiaries, which is not specifically set forth in this Agreement.

16. In the e est he premises hereabove described are improved with a structure or structures. Purchaser covenants and agrees to keep the said premises and appurtenances thereto in good repair and in a clean, sightly, and healthy condition, all according to the statutes and ordinances in such cases made and provided, now, or thereafter enacted, and the directions of public officers thereunto duly authorized, all at his own excesse. Purchaser shall make all necessary repairs and renewals upon said premises and replace broken glass, globes, fixtures of every find with material of the same size and quality as that broken, and when necessary, will paint the exterior walls and to the interior door sastes, and porches, and make any and all necessary repairs to the roof and exterior walls and to the interior of the premises hereinabo'e c'escribed, all at his own expense. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Purchaser, as aforesaid, beneficiaries of the Title Holder may either (a) enter same, themselves, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Purchasers, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly and healthy condition, and Purchaser agrees to pay to beneficiaries of the Title Holder, as so much additional purchase price for the said premises, the expenses of the beneficiaries of the Title Holder in making the said repairs and in placing the said plemises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place preciouses in a clean, sightly, and healthy condition within ten days of such notice; and upon default by Purchaser in complying with said notice, then benefulness of Title Holder may, at their option declare this Agreement forfeited and determined as in this Agreement provided.

17. In the event that the Title Holder's beneficiaries shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments, on de from the existing balance due on this Contract for Trustee's Deed or deduct from the monthly payments due hereunder. Title Folder's beneficiaries shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchasers.

18. It is expressly agreed between the parties hereto and the beneficiaries of said trust that the Title Holder is hereby authorized 😂 to accept and endorse any and all assignments of beneficial interest as The Holder without the consent of the Purchasers or notice to the Consent of the Purchasers of notice to the Consent of the Purchasers of notice to the Consent of the Purchasers of solid Consent of the Purchasers Purchasers, provided that said assignments shall be made subject to this Contract. It being further agreed that the beneficiaries of said \$\frac{1}{2}\$ Title Holder shall have the right to direct the title Holder to issue its Trustee'. Deed and said Trustee may convey said property without 23 the consent of the Purchasers or notice to the Purchaser, provided, however, this said Trustee's Deed shall be subject to this Contract.

19. The Purchaser shall comply with all federal, state, and municipal laws ordinances and regulations relating to the operation of the property and will not permit said property to be used for any indecent or importal purposes. The Purchaser shall not permit waste to be committed or suffered on said premises.

20. If there be more than one person designated herein, and the verbs and protocols associated therewith, although expressed in singular shall be read and construed as plural. Wherever the masculine gender is used herein it shall also be read and construed as feminine as the case may be.

21. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

22. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Title Holder at 1606 N. Harlem Ave., Elinwood Park, Illinois, or the Purchaser at ...

HELIANA FINANCIAL INC

23. This Agreement is executed by the undersigned MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY not individually but belefy as Trustee as aforesaid and take Trust Agreement is hereby made a part hereof and any claims against said Trust e which may resultation the signing Chic Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of Title Holder including those as to title, are those of Title Holder's beneficiary only. Any and all personal liability of MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY, as Trustee as aforesaid and not individually J/T/A# 90-6046 Contone ASST. VICE-PRESIDENT PURCO.

COOK COUNTY CLERK'S OFFICE PURCHASER

RIDER A TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 90-6046 AS SELLER AND JOSEPH KUROWSKI AS PURCHASER, COVERING THE PROPERTY LOCATED AT 3318 N. DAMEN, CHICAGO, ILLINOIS

- (A) THE PURCHASER SHALL PAY, IN ADDITION TO THE PAYMENT OF PRINCIPAL AND INTEREST CALLED FOR HEREIN, A SUM EQUAL TO 1/12 OF THE ESTIMATED REAL ESTATE TAXES INTO AN ESCROW TO BE ESTABLISHED BY SELLER, AS WELL AS DEPOSITING, WITH SELLER, THE TOTAL TAX CREDIT RECEIVED BY PURCHASER AT CLOSING TO INSURE PAYMENT OF TAXES WHEN DUE.
- (B) THE PURCHASER SHALL PAY INTEREST FROM THE DATE OF CLOSING TO MARCH 30, 1995 AT THE RATE CALLED FOR HEREIN.
- C THERE SHALL BE A LATE CHARGE OF \$50.00 PER MONTH FOR ANY PLYMENT RECEIVED AFTER THE 10TH OF THE MONTH IN WHICH IT IS DUE.
- (D) IN THE EVENT THE ENTIRE PRINCIPAL BALANCE HAS NOT BEEN PAID ON A BEFORE OCTOBER 30, 1995, THE INTEREST RATE ON THE UNPAID BALANCE SHALL INCREASE TO 14% PER ANNUM.
- (E) PURCHASER SHALL ASSUME AND PAY ALL LIABILITY INSURANCE DUE ON THE PRIMISES FROM THE DATE OF CLOSING.

MIDWEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST CO. AS TRUSTEE AFORESAID AND NOT INDIVIDUALLY

PARCHASER

PURCHASER

TEGST OFFICER

LAND TRUST ADMINISTRATOR

9521232



RIDER B TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 90-6046 AS SELLER, AND JOSEPH KUROWSKI, AS PURCHASER, DATED MARCH 1, 1995, COVERING THE PROPERTY LOCATED AT 3318 N. DAMEN, CHICAGO, ILLINOIS

THIS RIDER IS EXECUTED BY N. R. OYEN AND BARRY W. KOLLER, WHO ARE HEREBY DISCLOSED TO BE THE BENEFICIARIES OF THE TITLE HOLDING TRUST, SAID BENEFICIARIES REPRESENTING THAT THEY HAVE THE POWER OF DIRECTION IN SAID TRUST AND THAT, THEY HEREBY UNDERTAKE TO CONVEY OR CAUSE TO BE CONVEYED, THE REAL PROPERTY WHICH IS THE SUBJECT OF THE REAL ESTATE INSTALLMENT CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. THEY FURTHER EXPRESSLY WARRANT THAT NO NOTICE FROM ANY CITY. OR OTHER GOVERNMENTAL VILLAGE AUTHORITY OF A DWELLING CODE WHICH EXISTED AT THE DWELLING STRUCTURE BEFORE THE VIOLATION INSTALLMENT CONTRACT WAS EXECUTED HAS BEEN RECEIVED BY THE CONTRACT SELLER, HIS PRINCIPAL OR AGENT, WITHIN 10 YEARS OF THE DATE OF EXECUTION OF THE INSTALLMENT CONTRACT.

N. R. MYEN

BARRY & COLLER

Property of Cook County Clark's Office

95212324

RIDER C TO THAT CERTAIN ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED BETWEEN MIDWEST TRUST SERVICES, INC., SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 80-05-3340 AS SELLER AND 'CGEPH KUROWSKI, AS PURCHASER, DATED MARCH 1, 1995 COVERING THE PROPERTY LOCATED AT 3318 N. DAMEN, CHICAGO, ILLINOIS.

ASSIGNMENT OF RENTS

IN ADDITION TO THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, PURCHASER, IN CONSIDERATION OF TEN DOLLARS (\$10.00) IN HAND FAID, AND OF OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY WHEREOF ARE HEREBY ACKNOWLEDGED, DOES HEREBY ASSIGN, TRANSFER AND SET OVER UNTO MIDWEST TRUST SERVICES, INC. AS SUCCESSOR TRUSTEE TO MIDWEST BANK AS TRUSTEE UNDER TRUST NUMBER 90-6046 (SELLER), ALL THE RENTS, EARNINGS, INCOME, ISSUES AND PROFITS OF AND FROM THE REAL ESTATE AND PREMISES HEREINAFTER DESCRIBED WHICH ARE NOW DUE AND WHICH MAY HEREAFTER BECOME DUE, PAYABLE OR COLLECTIBLE UNDER OR BY VIRTUE OF ANY LEASE, WHETHER WRITTEN OR VERBAL, OR ANY LETTING OF, POSSESSION OF, OR ANY AGREEMENT FOR THE USE OR OCCUPANCY OF, ANY PART OF THE REAL ESTATE AND PREMISES MAY HAVE DESCRIBED, WHICH SAID PURCHASER HEREINAFTER HERETOTORE MADE OR AGREED TO OR MAY HEREAFTER MAKE OR AGREE TO, OR WHICH MAY BE MADE OR AGREED TO BY THE SELLER UNDER THE POWERS HEREINAFTER GRANTED TO 17% IT BEING THE INTENTION HEREOF TO HEREBY MAKE AND ESTABLISH AN ABSOLUTE TRANSFER AND ASSIGNMENT OF ALL SUCH LEASES AND AGREEMENTS AND ALL THE RENTS, EARNINGS, ISSUES, INCOME, AND PROGITS THEREUNDER, UNTO THE SELLER HEREIN, ALL RELATING TO THE REAL ESTATE AND PREMISES SITUATED IN THE COUNTY OF COOK AND DESCRIBED AS FOLLOWS: TO-WIT:

Lot 37 IN BLOCK 16 IN C.I. YERKE'S SUBDIVISION OF BLOCKS 33 TO 36 AND 41 TO 44 OF EXECUTORS OF W.E. JONES SUBDIVISION IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRECS: 3319 N. DAMEN, CHICAGO, IL 60618

P.I.N.: 14-19 323 038

THIS ASSIGNMENT SHALL NOT BLODME OPERATIVE UNTIL A DEFAULT EXISTS IN THE PAYMENT OF PRINCIPAL OR INTEREST OR IN THE PERFORMANCE OF THE TERMS OR CONDITIONS CONTAINED IN THE ARTICLES OF AGREEMENT TO WHICH THIS IS ATTACHED.

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LIMITATION OF ANY OF THE LEGAL RIGHTS OF ABSOLUTE ASSIGNEE OF THE RENTS, ISSUES, AND WITHOUT AS THE SELLER PROFITS OF SAID REAL ESTATE AND PREMISES ABOVE DESCRIBED, AND BY WAY OF ENUMERATION ONLY, PURCHASER HEREBY COVENANTS AND AGREES THAT IN THE EVENT OF ANY DEFAULT BY THE PURCHASER UNDER THE SAID ARTICLES OF AGREEMENT ABOVE DESCRIBED, THE PURCHASER WILL WHETHER BEFORE OR AFTER THE OBLIGATION SECURED HEREIN IS OR ARE DECLARED TO BE IMMEDIATELY DUE IN ACCORDANCE WITH ITS TERMS OR WHETHER BEFORE OR AFTER THE INSTITUTION OF ANY LEGAL PROCEEDINGS TO ENFORCE, OR BEFORE OR AFTER ANY SALE THEREIN, FORTHWITH, UPON DEMAND OF SELLER, SURRENDER TO SELLER AND SELLER SHALL BE ENTITLED TO TAKE ACTUAL POSSESSION OF, THE SAID REAL ESTATE AND PREMISES HEREINABOVE DESCRIBED, OR OF ANY PART THEREOF, PERSONALLY OR BY ITS AGENTS OR ATTORNEYS, AS FOR CONDITION BROKEN, AND, IN ITS DIRECTION, MAY WITH OR WITHOUT FORCE AND WITH OR WITHOUT PROCESS OF LAW, AND WITHOUT ANY ACTION ON THE PART OF THE HOLDER OR HOLDERS OF THE INDERTED HEREIN. ENTER HOOM, TAKE, AND MAINTAIN FORCE AND WITH OR WITHOUT PROCESS OF LAW, AND WITHOUT ANY ACTION ON THE PART OF THE HOLDER OR HOLDERS OF THE INDEBTEDNESS SECURED HEREIN, ENTER UPON, TAKE, AND MAINTAIN POSSESSION OF ALL OR ANY PART OF SAID REAL ESTATE AND PREMISES HEREINABOVE DESCRIBED TOGETHER WITH ALL DOCUMENTS, BOOKS, RECORDS, FARES, AND ACCOUNTS OF PURCHASER RELATING THERETO, AND MAY EXCLUDE THE PURCHASER, ITS AGENTS, OR SERVANTS, WHOLLY THEREFROM, AND MAY, IN ITS OWN NAME, AS ASSIGNEE UNDER THIS ASSIGNMENT, HOLLO, OPERATE, MANAGE AND CONTROL THE SAID REAL ESTATE AND PREMISES HEREINABOVE DESCRIBED, AND CONDUCT THE BUSINESS THEREOF, EITHER PERSONALLY OR BY ITS AGENTS AND MAY, AT THE EXPENSE OF TAT PROPERTY, FROM TIME TO TIME, EITHER BY PURCHASE, REPAIR, OR CONSTRUCTION, MAKE ALL NECESSARY OR PROPER REPAIRS, RENEWALS, REPLACEMENTS, USEFUL ALTERATIONS, ADDITIONS, BETTERMENTS, AND IMPROVEMENTS TO THE SAID REAL ESTATE AND PREMISES AS TO IT MAY SEEM JUDICIOUS, AND MAY INSURE AND REINSURE THE SAME, AND MAY LEASE SAID PROPERTY IN SUCH PARCELS AND FOR SUCH TIME, AND ON SUCH TERMS AS TO IT MAY SEEM FIT, INCLUDING LEASES FROM TERMS EXPIRING BEYOND THE MATURITY OF THE INDEBTEDNESS SECURED HEREIN, AND MAY CANCEL ANY LEASE OR SUB-LEASE FOR ANY CAUSE OR ON ANY GROUND WHICH WOULD ENTITLE THE PURCHASER TO CANCEL THE SAME, AND IN EVERY SUCH CASE THE SELLER SHALL HAVE THE RIGHT TO MANAGE AND CPLRAIL THE SAID REAL ESTATE AND PREMISES, AND TO CARRY ON THE BUSINESS THEREOF, AS IT SHALL DEFM BEST, AND THE SELLER SHALL HAVE THE RIGHT TO MANAGE AND ANY PART THEREOF, AND AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF, AND AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF, AND AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF, AND AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF, AND AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF, AND ALL PAYMENTS WHICH MAY BE MADE FOR RENEWALS, REPLACEMENTS, ALTERATIONS, ADDITIONS, BETTERMENTS, AND IMPROVEMENTS, AND ALL PAYMENTS WHICH MAY BE MADE FOR TAXES, ASSESSMENTS, INSURANCE, AND PRIOR OR PROPER CHARGES ON THE SAID REAL ESTATE AND PREMISES, OR ANY PART THEREOF, INCLUDING THE JUST AND REASONABLE COMPENSATION FOR THE

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SERVICES OF THE SCLLER AND OF ITS ATTORNEYS, AGENTS, CLERKS, OTHERS EMPLOYED BY IT, PROPERLY ENGAGED AND SERVANTS, AND EMPLOYED, FOR SERVICES RENDERED IN CONNECTION WITH MANAGEMENT, AND CONTROL OF THE PROPERTY AND THE CONDUCT OF THE BUSINESS THEREOF, AND SUCH FURTHER SUMS AS MAY SUFFICIENT TO INDEMNIFY THE SELLER AGAINST ANY LIABILITY, OR DAMAGE ON ACCOUNT OF ANY MATTER OR THING DONE IN GOOD IN PURSUANCE OF THE RIGHTS AND POWERS OF FAITH THE SELLER MAY APPLY ANY AND ALL MONEYS ARISING AS HEREUNDER, AFORESAID:

1) TO THE PAYMENT OF INTEREST ON THE PRINCIPAL AND OVERDUE UNTEREST ON THE OBLIGATIONS SECURED HEREIN, AT THE THERELY PROVIDED; (2) TO THE PAYMENT OF THE INTEREST ED AND UNPAID ON THE SAID NOTE OR NOTES; (3) TO THE (2) TO THE PAYMENT OF THE INTEREST OF THE PRINCIPAL OF SAID NOTE OR NOTES FROM TIME TO PAYMENT TIME REMAINING OUTSTANDING AND UNPAID; (4) TO THE PAYMENT OF AND ALL OTHER CHARGES SECURED BY OR CREATED UNDER THE SAID OBLIGATION ABOVE REFERRED TO; AND (5) TO THE PAYMENT OF THE PAYMENT IN FULL OF THE ITEMS IF ANY, AFTER THE REFERRED (T) IN (1), (2), (3) AND (4) TO THE HEREINBEFORE PURCHASER.

THIS INSTRUMENT SHALL BE ASSIGNABLE BY SELLER, AND ALL OF THE TERMS AND PROVISIONS HEREOF SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE RESPECTIVE EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH OF THE PARTIES HERETO.

THE FAILURE OF SELLER, OK ANY OF OR ITS AGENTS ASSIGNS, TO AVAIL SUCCESSORS 0R ATTORNEYS, OF ANY OF THE TERMS, PROVISIONS, AND CONDITIONS OF THEMSELVES THIS AGREEMENTS FOR ANY PERIOD OF TIME, AND ANY TIME OR TIMES, NOT BE CONSTRUED OR DEEMED TO BE A WALVER OF ANY OF ITS, HIS, OR THEIR RIGHTS UNDER THE TERMS HEREOF, BUT SAID SELLER, AGENTS OR AFTORNEYS, SUCCESSORS OR ASSIGNS SHALL HAVE FULL RIGHT, FOWER AND AUTHORITY TO ENFORCE THIS AGREEMENT, OR TERMS, PROVISIONS, OR CONDITIONS HEREOF, AND ANY OF THE THE POWERS HEREUNDER AT ANY TIME OR TIMES THAT SHALL EXERCISE BE DEEMED FIT.

THE PAYMENT OF THE SUMS DUE SHALL IPSO FACTO OPERATE AS A RELEASE OF THIS ASSIGNMENT.

OSEPH KUROWSK

9524233

Property of Coof County Clerk's Office

STATE OF ILLINOIS) COUNTY OF C O O K)

THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT JOSEPH KUROWSKI PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME HE SUBSCRIBED TO THE FOREGOING INSTRUMENT, BEFORE ME THIS DAY ALEL YOLUN.

COOK COUNTY CLORES OFFICE IN PERSON, AND ACKNOWLEDGED SIGNED SEALED AND DELIVERED THE SAID INSTRUMENTS AS THEIR AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FREE FORTH.

My Commission Expires 0/(80%) My Commission (Aspice) Sympominianamanamanamanamin

THIS INSTRUMENT PREPARED BY:

JESS E. FORREST 4970 N. HARLEM AVENUE HARWOOD HTS., IL 60656

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