

ARTICLES OF AGREEMENT FOR TRUSTEE'S DEED 95212324

Articles of Agreement made this 1st day of March, 1995, between MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated August 3, 1990 and known as Trust No. 90-6046 (hereinafter called the Title Holder), and JOSEPH KUROWSKI

hereinafter called Purchaser).

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.

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

together with all buildings and improvements thereon, if any SUBJECT TO:

- a. Rights or claims of parties in possession not shown of record, questions of survey and existing leases, if any;
b. Mechanic's Liens not filed or where no notification thereof appears of record;
c. Special assessments or taxes now due or falling due after date hereof, and special assessments or taxes not confirmed by a

Court of Record;

- d. Building, building line and use or occupancy restrictions, conditions, and covenants of record; \$39.00

- e. Zoning and building laws or ordinances;

- f. Taxes for the year 1994 and subsequent years;

- g. Party wall rights and agreements, if any;

- h. Roads, highways and easements;

- i. All encumbrances, mortgages, liens, instruments and restrictions of record;

- j. Violation of or liability arising under the statute of Illinois relating to alcoholic liquors approved January 24, 1994, or any Act amendatory thereof;

- k. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;

- l.

- m.

Purchaser covenants and agrees to pay to Trust Special, 6204 W. Irving Park Road, Chicago, II. 60634, or the beneficiary or beneficiaries 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: Fifteen Thousand Dollars (\$ 15,000.00), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and 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 Holder, 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 Purchaser and upon delivery of the Trustee's Deed hereunder the beneficiaries of the Title Holder agree to assign and deliver to the Purchaser, the Owner'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 policies 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 Deed hereunder.

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COOK COUNTY RECORDER

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the beneficiaries of said trust shall not be exclusion of any other remedy but that the Title Holder, or the beneficiaries of said trust, shall, in case of default or breach, or for any other reason hereon 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. 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 such suit, including reasonable attorney'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 waiving 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 beneficiary, 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 beneficiaries, which is not specifically set forth in this Agreement.

16. In the event the 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 expense. Purchaser shall make all necessary repairs and renewals upon said premises and replace broken glass, globes, fixtures of every kind with material of the same size and quality as that broken, and when necessary, will paint the exterior walls and to the interior door sashes, and porches, and make any and all necessary repairs to the roof and exterior walls and to the interior of the premises hereinabove described, 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 premises in a clean, sightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place premises in a clean, sightly, and healthy condition within ten days of such notice; and upon default by Purchaser in complying with said notice, then beneficiaries 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 made from the existing balance due on this Contract for Trustee's Deed or deduct from the monthly payments due hereunder. Title Holder'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 Title Holder without the consent of the Purchasers or notice to the Purchasers, provided that said assignments shall be made subject to this Contract. It being further agreed that the beneficiaries of said Title Holder shall have the right to direct the title Holder to issue its Trustee's Deed and said Trustee may convey said property without the consent of the Purchasers or notice to the Purchaser, provided, however, that 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 immoral 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 pronouns 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.

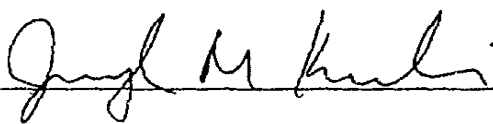
22. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Title Holder at 1606 N. Harlem Ave., Elmwood Park, Illinois, or the Purchaser at _____

ILLIAN FINANCIAL, INC.

05/21/2024
Title Holder's Office

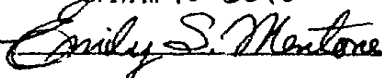
23. This Agreement is executed by the undersigned, MIDWEST TRUST SERVICES, INC., successor Trustee to MIDWEST BANK & TRUST COMPANY not individually but solely as Trustee as aforesaid and this Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this 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.

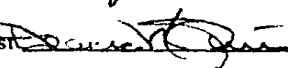
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PURCHASER

MIDWEST TRUST SERVICES, INC., successor Trustee to
MIDWEST BANK & TRUST COMPANY,
as Trustee as aforesaid and not individually
JITIA# 90-6046

By  ASST. VICE-PRESIDENT

Attest  LAND TRUST ADMINISTRATOR

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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.

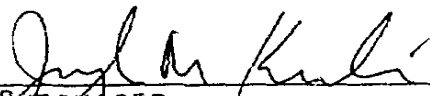
(B) THE PURCHASER SHALL PAY INTEREST FROM THE DATE OF CLOSING TO MARCH 30, 1995 AT THE RATE CALLED FOR HEREIN.

(C) THERE SHALL BE A LATE CHARGE OF \$50.00 PER MONTH FOR ANY PAYMENT 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 OR 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 PREMISES FROM THE DATE OF CLOSING.

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


PURCHASER


TRUST OFFICER

PURCHASER


LAND TRUST ADMINISTRATOR

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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, VILLAGE OR OTHER GOVERNMENTAL AUTHORITY OF A DWELLING CODE VIOLATION WHICH EXISTED AT THE DWELLING STRUCTURE BEFORE THE 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. OYEN



BARRY W. KOLLER

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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 JOSEPH 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 PAID, 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 HEREINAFTER DESCRIBED, WHICH SAID PURCHASER MAY HAVE HERETOFORE 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 IT; 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 PROFITS 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 ADDRESS: 3319 N. DAMEN, CHICAGO, IL 60618

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

THIS ASSIGNMENT SHALL NOT BECOME 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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WITHOUT LIMITATION OF ANY OF THE LEGAL RIGHTS OF SELLER AS THE ABSOLUTE ASSIGNEE OF THE RENTS, ISSUES, AND 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 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, PAPERS, 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, HOLD, 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 THE 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 TIMES 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 OPERATE THE SAID REAL ESTATE AND PREMISES, AND TO CARRY ON THE BUSINESS THEREOF, AS IT SHALL DEEM BEST, AND THE SELLER SHALL BE ENTITLED TO COLLECT AND RECEIVE ALL EARNINGS, REVENUES, RENTS, ISSUES, PROFITS, AND INCOME OF THE SAME, AND ANY PART THEREOF, AND, AFTER DEDUCTING THE EXPENSES OF CONDUCT IN THE BUSINESS THEREOF AND OF ALL MAINTENANCE, REPAIRS, 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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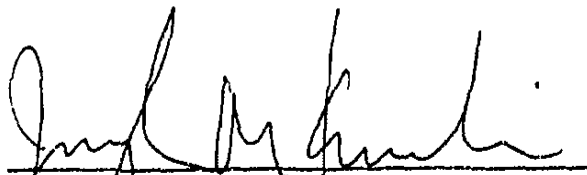
SERVICES OF THE SELLER AND OF ITS ATTORNEYS, AGENTS, CLERKS, SERVANTS, AND OTHERS EMPLOYED BY IT, PROPERLY ENGAGED AND EMPLOYED, FOR SERVICES RENDERED IN CONNECTION WITH THE OPERATION, MANAGEMENT, AND CONTROL OF THE PROPERTY AND THE CONDUCT OF THE BUSINESS THEREOF, AND SUCH FURTHER SUMS AS MAY BE SUFFICIENT TO INDEMNIFY THE SELLER AGAINST ANY LIABILITY, LOSS, OR DAMAGE ON ACCOUNT OF ANY MATTER OR THING DONE IN GOOD FAITH IN PURSUANCE OF THE RIGHTS AND POWERS OF SELLER HEREUNDER, THE SELLER MAY APPLY ANY AND ALL MONEYS ARISING AS AFORESAID:

(1) TO THE PAYMENT OF INTEREST ON THE PRINCIPAL AND OVERDUE INTEREST ON THE OBLIGATIONS SECURED HEREIN, AT THE RATE THEREIN PROVIDED; (2) TO THE PAYMENT OF THE INTEREST ACCRUED AND UNPAID ON THE SAID NOTE OR NOTES; (3) TO THE PAYMENT OF THE PRINCIPAL OF SAID NOTE OR NOTES FROM TIME TO TIME REMAINING OUTSTANDING AND UNPAID; (4) TO THE PAYMENT OF ANY AND ALL OTHER CHARGES SECURED BY OR CREATED UNDER THE SAID OBLIGATION ABOVE REFERRED TO; AND (5) TO THE PAYMENT OF THE BALANCE, IF ANY, AFTER THE PAYMENT IN FULL OF THE ITEMS HEREINBEFORE REFERRED TO IN (1), (2), (3) AND (4) TO THE 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, OR ANY OF ITS AGENTS OR ATTORNEYS, SUCCESSORS OR ASSIGNS, TO AVAIL ITSELF OR THEMSELVES OF ANY OF THE TERMS, PROVISIONS, AND CONDITIONS OF THIS AGREEMENTS FOR ANY PERIOD OF TIME, AT ANY TIME OR TIMES, SHALL NOT BE CONSTRUED OR DEEMED TO BE A WAIVER OF ANY OF ITS, HIS, OR THEIR RIGHTS UNDER THE TERMS HEREOF, BUT SAID SELLER, OR ITS AGENTS OR ATTORNEYS, SUCCESSORS OR ASSIGNS SHALL HAVE FULL RIGHT, POWER AND AUTHORITY TO ENFORCE THIS AGREEMENT, OR ANY OF THE TERMS, PROVISIONS, OR CONDITIONS HEREOF, AND EXERCISE THE POWERS HEREUNDER AT ANY TIME OR TIMES THAT SHALL BE DEEMED FIT.

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



JOSEPH KUROWSKI

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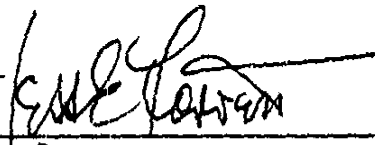
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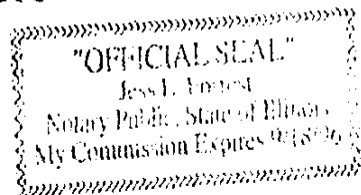
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, 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, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENTS AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.



NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:

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

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