

UNOFFICIAL COPY

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AGREEMENT, made this 11 day of April, 1995, between

HILLEL LEVIN and MARY JO LEVIN, married to each other,
LASALLE NATIONAL TRUST, N.A., an trustee under Trust No. 119474, dated April 5, 1995,
of 135 South LaSalle Street, Chicago, IL 60603

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 executed and notarized 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.

DEPT-01 RECORDING \$39.00
140012 TRAN 3921 05/03/95 09:47:00
15394 JH * -95-293000
COOK COUNTY RECORDER
DEPT-10 PENALTY \$36.00

17-04-224-049-1069

Permanent Real Estate Index Number(s): 17-04-224-049-1105

Address(es) of premises: Units 22C and P-13, 1230 N. State Parkway, Chicago, IL 60610

and Seller further agree to furnish to Purchaser on or before May 1, 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 Insurance Company, (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

("Purchase Price")

the price of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100THS (\$225,000.00)
Dollars in the manner following, to-wit:

SEE RIDER ATTACHED.

39.00
36.00
55.00

with interest at the rate of _____ per cent per annum, payable
on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on May 1, 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. Seller shall pay 1994 2nd and 1995 1st when due and prorate

It is further expressly understood and agreed between the parties hereto that: remainder when 1995 2nd and 1994

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; Purchaser's counsel shall have the right to review and approve of the
title commitment within five (5) days of receipt of same.

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 nine per cent 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 on
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 in the Illinois Mortgage Foreclosure Act shall be 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
sum 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 to the parties hereto a copy of the policy.

**, which consent shall not be unreasonably withheld

BOX 333-CTI

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57-400 100

10. If Purchaser fails to pay (a) the full purchase price or any other amount Purchaser is obligated to pay hereunder, Seller may elect to pay to Purchaser and any amount so paid shall constitute in addition to the purchase price immediately due and payable to Seller, with interest at 6.00 per cent per annum until paid.

12. In the event this agreement shall be declared null and void by Seller on account of any default, 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 said County.

~~14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any proceeding~~
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 ~~under this agreement.~~

~~16. Purchaser, by all irrevocably constitute any attorney of any court of record, in Purchaser's name, on behalf of 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. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given to each person jointly and severally.~~

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at

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.

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.

BY: William J. [Signature] (SEAL)

SECRET (S) (AI)

ATTEST: *Edward J. [Signature]* (SEAL)

(SEAL)
Assistant Secretary

Received on within Agreement
the following sums

[illegible]

GEORGE E. COLE
LEGAL FORMS

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RIDER TO REAL ESTATE INSTALLMENT AGREEMENT

This Rider supplements and modifies the provisions of the Installment Agreement for Warranty Deed ("Contract") regarding property commonly known as 1230 N. State Parkway, Units 22C and P-13, Chicago, Illinois 60610 ("Property") dated April 1, 1995 and together with the Contract constitutes one agreement ("Agreement"). In the event of any inconsistency between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall in all cases prevail. All items defined in the Contract and used in the Rider shall have the same definition as set forth in the Contract.

R-1

PAYMENT OBLIGATIONS. The Purchase Price shall be paid as follows: TWENTY FIVE THOUSAND AND NO/100THS DOLLARS (\$25,000.00) on May 1, 1995 (the "Initial Closing Date") and interest from the Initial Closing Date, on the balance of principal remaining from time to time unpaid at the rate of NINE PER CENT (9%) per annum, payable in installments (the "Monthly Payment Amount") (including principal and interest) as follows: ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) or more on the 1st day of June, 1995, and ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) or more on the 1st day of each month thereafter until this obligation is fully paid, except that the final payment of principal and all accrued and unpaid interest, if not sooner paid, shall be due on the 1st day of May, 1998 (the "Final Payment Date"). Purchaser may prepay the obligation evidenced by this Agreement, in whole or in part, without penalty, upon at least thirty (30) days prior written notice to Seller. The Final Payment Date will be automatically extended for two successive one-year periods upon the payment of FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) for each one-year period, to be added to principal due under this Agreement at the commencement of each period. Notwithstanding the above, if Seller's monthly principal and interest payment, as determined from time to time (the "Mortgage Payment"), on the Mortgage (defined below) is greater than ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$1,500.00), then: (i) the Purchaser agrees to increase the Monthly Payment Amount to the lesser of the amount of the Mortgage Payment or ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND NO/100THS DOLLARS (\$1,675.00) and (ii) the aggregate of all such increases of the Monthly Payment Amount over ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$1,500.00) per month shall reduce the principal payment due on the Final Payment Date.

R-2

SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser, which representations and warranties will be remade at and survive the closing, that:

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- a) To the best of Seller's knowledge and belief, Seller has full power to enter into and perform this Agreement.
- b) Seller has good and marketable title to and the power to sell the Property free and clear of any liens, title claims, encumbrances and security interests, except as shall be cleared by Seller at closing. No unreleased mortgage, security agreement, financing statement or other instrument encumbering any of the Property to be purchased has been recorded, filed, executed or delivered except those disclosed as exceptions.
- c) Seller is the sole owner of all of the property which is the subject matter of this Agreement, except as to exclusions, if any, which are set forth in this Agreement.

R-3 **SELLER'S DELIVERIES.** On or before the Final Payment Date (defined below) and as a condition of final payment, Seller shall execute and deliver to Purchaser or Purchaser's nominee:

- a) A recordable, stamped Warranty Deed in Trust conveying good and merchantable title to the Property;
- b) Affidavit of Title and ALTA Statement;
- c) FIRPTA Affidavit;
- d) GAP undertaking and "New York Style" mark-up of the title commitment.

R-4 **FURTHER ASSURANCES.** The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Property to Purchaser, on the terms and conditions contained in this Agreement and to otherwise comply with this Rider to consummate the transaction contemplated by this Agreement.

R-5 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. Each exhibit, if any, shall be considered incorporated into this Agreement.

R-6 **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

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- R-7 SEVERABILITY. The invalidity of any provision of this Rider or portion of a provision shall not affect the validity of any other provision of this Rider or the remaining portion of the applicable provision.
- R-8 APPLICABLE LAW. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, affect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State.
- R-9 TRUSTEE EXCULPATION. This Agreement is executed by LASALLE NATIONAL TRUST, N.A., not personally, but solely as Trustee under Trust Agreement dated April 5, 1995 and known as Trust No. 119474, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Agreement shall be construed as creating any liability on LASALLE NATIONAL TRUST, N.A., personally to pay the obligation evidenced by this Agreement or any of the interest that may accrue on the indebtedness evidenced by this Agreement, or any other indebtedness accruing under this Agreement, or to perform any covenant either express or implied in this Agreement, all such enforcement against the personal assets of LASALLE NATIONAL TRUST, N.A., being expressly waived by the seller and by every person now or in the future claiming any right or security under this Agreement, and that so far as LASALLE NATIONAL TRUST, N.A., personally is concerned, the owner or owners of any indebtedness accruing under this Agreement shall look solely to the Property for the payment of this the obligations evidenced by this Agreement.
- R-10 CURE PERIODS. With respect to monetary defaults, the Purchaser shall have ten (10) days after receiving notice from the Seller of such monetary default to cure said default. With respect to non-monetary defaults, the Purchaser shall have thirty (30) days after receiving notice from the Seller of such non-monetary default to cure said default. In the event any non-monetary default cannot be cured within thirty (30) days after said notice, the Purchaser must take reasonable steps to cure said default within said thirty (30) days and continue to act reasonably and diligently until said default is cured, but in no event shall the cure period exceed one hundred twenty (120) days.
- R-11 EXISTING MORTGAGE. The Purchaser and Seller covenant and agree to comply with all of the terms and provisions of the existing mortgage (the "Mortgage") with FBS Mortgage Corporation (the "Mortgagee"), as successor in interest to Boulevard Bank, N.A. (\$200,000 original principal, dated April 17, 1989), in the current principal amount of approximately, \$187,000, which Seller covenants is currently not in default. Nothing contained herein shall require the Purchaser to perform the terms or

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provisions contained in the Mortgage required to be performed by Seller, their successors and/or assigns. However, the Purchaser shall have the right to make such payments. If: (i) Mortgagee accelerates the Mortgage because of an occurrence of an event of default, other than an event of default under Paragraph 17 of the Mortgage, and (ii) Seller fails to cure the default or reinstate the Mortgage within applicable time periods for same, then: (i) Purchaser shall have the right, but not the obligation, to cure, reinstate or payoff the amounts due under the Mortgage and (ii) upon such cure, reinstatement or payoff, the principal amount due under this Agreement shall be reduced by THIRTEEN THOUSAND AND NO/100THS DOLLARS (\$13,000.00) plus amounts expended by Purchaser to pay for Mortgagee's late charges, default charges, court costs and reasonable attorney's fees as described in the Mortgage.

- R-12 CONDOMINIUM MATTERS. Purchaser's counsel shall have the right to review and approve all documents which Purchaser has the right to review under the Condominium Property Act. Purchaser's performance hereunder is conditioned upon the Board of Directors approving of this sale. After the Initial Closing Date, Purchaser shall pay all condominium assessments on the Property.
- R-13 ESCROW/TITLE CHARGES. Purchaser shall pay all escrow and title charges in connection with the transaction contemplated by this Agreement.
- R-14 TAX ESCROW. Beginning March 31, 1996, Purchaser shall make monthly real estate tax escrow payments to Seller in the amount of ONE-TWELFTH (1/12) of the last ascertainable real estate tax bill for the Property per month, which funds shall be held by Seller in a federally-insured, interest-bearing escrow account for the benefit of Purchaser. From such funds, Seller shall pay the Cook County Real Estate tax bills for the Property and provide appropriate evidence thereof to Purchaser, within TEN (10) days from same becoming delinquent.

The parties have executed this Agreement on the date and year first above written.

Seller:


Hillet Levin


Mary Jo Levin

SEE WOULD ATTACHED HERE TO AND MADE A PART HEREOF

Purchaser: LaSalle National Trust, N.A.,
as trustee as aforesaid


BY: 


ATTEST: 

Assistant Secretary

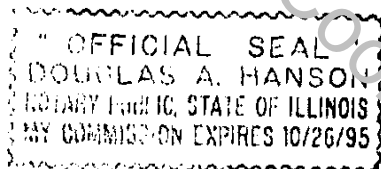
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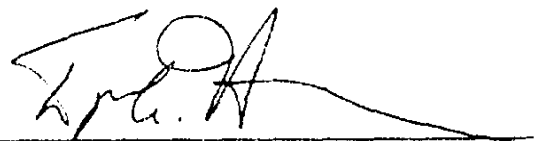
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hillel Levin and Mary Jo Levin, married to each other, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of April, 1999.




Notary Public

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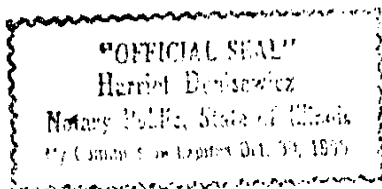
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Caciano Pak, President of LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 5, 1995 AND KNOWN AS TRUST NO. 119474, and NANCY A. STACK, Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of April, 1995



Harriet Derisewicz
Notary Public

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EXHIBIT A LEGAL DESCRIPTION

UNITS 22-C AND P-13 IN STATE TOWER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 2 IN BRONSON'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 26144509, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.I.N. #: 17-04-224-049-1069 AND 17-04-224-049-1105

COMMONLY KNOWN AS: 1230 North State St., Unit 22-C and P-13, Chicago, IL 60610

PREPARED BY AND MAIL TO:

DOUGLAS A. HANSON, ESQ.
SCHUYLER, ROCHE & ZWIRNER, P.C.
1603 ORRINGTON AVE., #1190
EVANSTON, IL 60201

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This contract is executed by La Salle National Trust, N.A., not personally but as trustee as aforesaid, as Purchaser in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiary or beneficiaries under a certain Trust Agreement dated 4-5-85, and known as Trust No. 119474 with La Salle National Trust, N.A.. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever, express or implied, against said trustee personally, and in particular, without limiting the generality of the foregoing, said trustee shall have no personal liability to pay any indebtedness accruing under said contract, or to perform any covenant or agreement, either express or implied, therein contained and that all personal liability of said La Salle National Trust, N.A. of any sort is hereby expressly waived by said Seller, and by every person now or hereafter claiming any right or security hereunder, and that so far as said La Salle National Trust, N.A. is concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the funds paid under said contract, or the aggregate thereof, for the satisfaction of any such indebtedness or liability, and to the sellers right to forfeit this contract and re-enter into possession of the real estate after default. Further, that no duty shall rest upon La Salle National Trust, N.A., either personally or as such trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment of discharge of any obligation, express or implied, whether asserted except where said trustee is acting pursuant to direction as provided by the terms of said trusts, and after the trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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