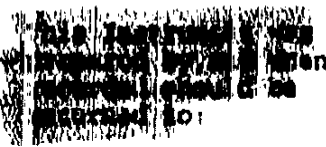


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INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

by and between

American National Bank and Trust Company of Chicago, as Successor Trustee to NBD Bank, as Trustee under Trust Agreement dated September 15, 1995 and known as Trust No. 53350-BK (the "Land Trust"), RMK Development Corporation, an Illinois corporation ("RMK"), Land Trust and RMK are hereinafter collectively referred to as "Seller"

Daniel P. Fowler and Pamela Beck Fowler (collectively, "Purchaser")

dated as of

July 27, 1996

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INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

THIS AGREEMENT is made this 27th day of July, 1996, by and between American National Bank and Trust Company of Chicago, as Successor Trustee to NBD Bank, as Trustee under Trust Agreement dated September 15, 1995 and known as Trust No. 53350-SK (the "Land Trust"), RMK Development Corporation, an Illinois corporation ("RMK"); Land Trust and RMK are hereinafter collectively referred to as "Seller" and Daniel P. Fowler and Pamela Beck Fowler (collectively, "Purchaser").

RECITALS:

A. Seller is the owner of fee simple title to the real estate legally described on Exhibit A attached hereto and made a part hereof, commonly known as 853 W. Wrightwood, Chicago, Illinois, Unit No. 1 (which real estate, together with all improvements and fixtures thereon and appurtenances thereto, is hereafter referred to as the "Premises").

B. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Premises upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Premises and Purchase Price.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Premises together with the personal property described in Paragraph 2 below (the "Personalty") for a purchase price of Two Hundred Seventy Nine Thousand and no/100 Dollars (\$279,000.00) (the "Purchase Price"), payable in the following manner:

(a) Seven thousand and 00/100 Dollars (\$7,000.00) (the "Earnest Money") within three (3) days after Seller's execution of this Agreement which shall be held by Greater Illinois Title Insurance Company, a trust company licensed to do business in the State of Illinois (the "Escrowee"), as escrowee for the mutual benefit of the parties. The Earnest Money will be deposited by the Escrowee in an insured money market account with interest accruing for the benefit of Purchaser. The Earnest Money shall be applied toward the Purchase Price at the "Initial Closing" (as hereinafter defined). The interest earned on the Earnest Money shall be paid by the Escrowee to the Purchaser at the Initial Closing (as hereinafter defined).

(b) Seven thousand and 00/100 Dollars (\$7,000.00) (the "Initial Installment"), plus or minus prorations and other credits as herein provided, to be delivered to Seller at the Initial Closing. The Earnest Money and the Initial Installment are collectively referred to herein as the "Interim Balance."

(c) The balance of the Purchase Price, being the sum of Two Hundred Sixty-Five thousand and no/100 Dollars (\$268,000.00) (the "Installment Balance"), subject to prorations, shall be paid to Seller, together with interest in arrears on that portion thereof remaining unpaid from time to time at the rate of six percent (6%) per annum (the "Interest Rate"), in equal monthly installments of One Thousand Five Hundred Eighty-Eight and 81/100 Dollars (\$1,588.81) (the "Monthly Payments") prorated on the first day of the month following the Initial Closing and on the first day of the next sixty (60) months thereafter with the entire balance of the Installment Balance, together with all accrued but unpaid interest thereon, due and payable on September 1, 2001 (the "Final Closing"). The parties acknowledge that the Monthly Payment represents the amount of the monthly payment that would be required to amortize the balance of the Installment Balance plus interest at the Interest Rate in equal monthly installments over a three hundred sixty (360) month term.

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The Monthly Payments shall be made to Seller at the address which Seller may direct from time to time by notice to Purchaser. Each Monthly Payment shall be applied first to accrued but unpaid interest, then to any other amounts payable by Purchaser to Seller hereunder, with the remainder being applied to the principal balance of the Installment Balance then due to Seller. Purchaser shall have the right, without premium or penalty, to prepay any amounts due under this Agreement, in whole or in part, at any time after January 1, 1997, and from time to time thereafter. Purchaser may, at any time, procure a loan secured by a mortgage on the Premises for the purpose of paying the entire balance due under this Agreement. Following any partial prepayment of the Installment Balance amounting to \$25,000.00 or more, the Monthly Payments shall be reduced to that amount necessary to repay the new principal balance of such Installment Balance, with interest in arrears at the Interest Rate, amortized over the unelapsed portion of the original three hundred sixty (360) month amortization period. Such recalculation shall be provided by Purchaser and approved by Seller, but shall not, however, affect the date for the final payment as set forth above.

2. **Personalty.** The Personalty described on Exhibit B attached hereto and incorporated herein, will be delivered from Seller to Purchaser in its present condition, reasonable wear and tear excepted, at the Initial Closing and shall be conveyed, transferred and assigned to Purchaser by a Bill of Sale (with full warranties of title) free and clear of all liens and encumbrances whatsoever, at the Final Closing, together with all heating, cooling, electrical, plumbing, and other mechanical systems and equipment in, on or upon the Premises.

3. **Existing Financials.** [Intentionally Deleted].

4. **Possession.** Possession of the Premises shall be delivered to Purchaser at the time of the Initial Closing in its present condition, ordinary wear and tear excepted. Seller shall remove all debris from the Premises prior to Initial Closing. Purchaser shall be granted access and entry to the Premises, after the execution of this Agreement by Seller and prior to Initial Closing, upon reasonable notice to Seller, for the purpose of measuring and inspecting the Premises and the Personalty.

5. **Conveyance of Premises.** Seller shall convey good and marketable, fee simple title in the Premises to Purchaser (or Purchaser's designee) by recordable Trustee's Deed at the time of the Final Closing. Title to the Premises shall be conveyed subject only to those matters set forth on Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Permitted Exceptions").

6. **Closings.**

(a) Subject to the provisions of that certain Condominium Unit Purchase Agreement dated concurrently herewith, between Seller and Purchaser (the "Purchase Agreement") the "Initial Closing" shall occur on August 21, 1996 (or on the date, if any, to which said date is extended by reason of Paragraph 7(c)), at the office of the Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by the Escrowee, with such modifications as are required to conform to this Agreement (the "Escrow Agreement"). On or before the Initial Closing, anything herein to the contrary notwithstanding, the following items shall be deposited in such escrow:

h. **Deposits by Seller:**

- (i) executed Trustee's Deed in recordable form;
- (ii) executed Bill of Sale;
- (iii) a customary form Affidavit of Title covering the date of the Initial Closing;

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(iv) an assignment of Seller's voting rights under the Declaration for the Premises, in favor of Purchaser; and,

(v) all other closing documents required from Seller hereunder or under the Escrow Agreement.

B. Deposits by Purchaser:

(i) Earnest Money and Initial Installment.

C. Joint Deposits:

(i) applicable state, county and local transfer declarations executed by both parties (with the actual amounts designated thereon as transfer taxes to be left blank and filled in by the Escrowee at Final Closing); and

(ii) five (5) copies of a closing statement executed by both parties setting forth prorations in accordance with the terms hereof as of the Initial Closing, with a per diem amount to be used to adjust the prorations in the event that possession of the Premises is turned over to Purchaser, and the proceeds of the escrow are disbursed to Seller, on any day later than the date of Initial Closing.

At the Initial Closing, provided that the Title Insurer is prepared to issue the title commitment or policy required under Paragraph 7(a) and that all other conditions contained herein have been satisfied, the Escrowee shall (1) disburse the Interim Balance, plus or minus prorations and other credits provided herein to Seller; (2) hold the Trustee's Deed, Bill of Sale and transfer declarations in escrow until the Final Closing; and (3) distribute all other closing documents to the appropriate parties in accordance with the terms of the Escrow Agreement.

(b) Final Closing shall occur no later than the date set forth in Paragraph 1 above; provided, however, that Purchaser may give Seller no less than ten (10) days prior notice in the event that Purchaser elects to prepay the entire outstanding balance of the Installment Balance and the date set forth in such notice shall be the date of Final Closing. On or before the date of Final Closing, Seller shall deposit with Escrowee a customary form Affidavit of Title covering the date of the Final Closing and Purchaser shall deposit with Escrowee the entire outstanding balance of the Installment Balance, and all accrued but unpaid interest thereon. At the Final Closing, provided that the Title Insurer is prepared to issue the title policy required under Paragraph 7(f) and that all other conditions contained herein and in the Escrow Agreement have been satisfied, the Escrowee shall (1) fill in the necessary information on the transfer declarations, (2) purchase necessary transfer stamps and record the Trustee's Deed, (3) distribute the Bill of Sale and the Affidavit of Title to Purchaser and (4) disburse the balance of the Purchase Price to Seller.

7. Evidence of Condition of Title.

(a) Within twenty (20) days following Seller's execution of this Agreement, Seller shall furnish or cause to be furnished to Purchaser, at Seller's expense, a commitment issued by Greater Illinois Title Insurance Company (the "Title Insurer"), to issue a contract purchaser's title insurance policy on the current form of American Land Title Association Owner's Policy Form B (or equivalent policy) in the amount of the Purchase Price covering a date on or after the date hereof, subject only to: (1) the Permitted Exceptions; and (2) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the Initial Closing and which Seller shall remove at or prior to the Initial Closing. Such title commitment and the title policies when issued shall contain a contract

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purchaser's endorsement and a full extended coverage endorsement over all of the general exceptions contained in such policies.

(b) If the title commitment discloses exceptions other than as permitted in Paragraph 7(a) above (the "Unpermitted Exceptions"), Seller shall have fifteen (15) days from the date of delivery thereof to have said exceptions waived, or to have the Title Insurer commit to insure against loss or damage that may be caused by or as a result of such exceptions and the Initial Closing shall be delayed, if necessary, during said fifteen (15) day period to allow Seller time to do so. If, within said fifteen (15) day cure period, the Seller fails to have all of the unpermitted exceptions waived, or in the alternative, to obtain the commitment of the Title Insurer to insure over such exceptions, Purchaser may terminate this Agreement or may elect, upon notice to the Seller within ten (10) days after the expiration of said fifteen (15) day period, to accept the status of title as it then is, with the right to deduct from the Initial Installment and, if necessary, from the balance of the Installment Balance due thereafter, liens or encumbrances of a definite or ascertainable amount. If the Purchaser does not so elect, this Agreement shall become null and void, without further action of the parties, and all Earnest Money and interest accrued thereon shall be promptly returned to Purchaser without, in any manner, waiving any other right or remedy available to Purchaser hereunder or at law or in equity.

(c) Every title commitment which conforms with Paragraph 7(a) above shall be conclusive evidence of title as therein shown, as to all matters insured by the policy, subject only to the exceptions therein stated.

(d) Seller shall not create, cause or suffer any lien, defect or other Unpermitted Exception to attach to, or arise with respect to the Premises resulting from any act done or suffered by, or judgment against, Seller.

(e) At the Initial Closing, Seller shall furnish or cause to be furnished to Purchaser, at Seller's expense, an amended title commitment or a title policy in the form described in Paragraph 7(f), dated as of the Initial Closing, insuring Purchaser's interest in the Premises as contract purchaser, subject only to the Permitted Exceptions and containing a contract purchaser's endorsement and a full extended coverage endorsement over all general exceptions.

(f) At the time of Final Closing, Seller shall furnish or cause to be furnished, at Seller's expense, an Owner's fee simple title insurance policy on the current form of American Land Title Association Owner's Policy Form B (or equivalent policy) in the amount of the Purchase Price, insuring Purchaser's fee simple title interest in the Premises as of the date of Final Closing, subject only to the Permitted Exceptions and containing a full extended coverage endorsement over all general exceptions.

8. Survey. [Intentionally Deleted].

9. Taxes and Assessments. Subject to Paragraph 10 below, 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 Initial Closing, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

10. Real Estate Tax Escrow. [Intentionally Deleted].

11. Insurance. Purchaser shall obtain and maintain, at Purchaser's cost and expense all insurance policies required by a unit owner to be carried under that certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants and By-Laws of 883 N. Wrightwood Condominium Association (the "Declaration"). All policies shall contain a loss payable clause in favor of the Seller and Purchaser as their interests may appear. At the Initial Closing, Purchaser shall furnish paid invoices or other satisfactory evidence that the

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first year's premium under the terms of any such policy(ies) has been fully paid in advance.

12. *Insurance Escrow.* [Intentionally Deleted].

13. *Prorations.*

(a) Seller shall pay all utility charges to the date of the Initial Closing and shall cause final meter readings to be taken as of such date.

(b) There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (or be added as an additional named insured) as of the Initial Closing.

(c) General real estate taxes for the current year and any prior year which are not delinquent shall be prorated upon Initial Closing on the basis of the most recent ascertainable taxes. Such taxes will be prorated within ten (10) days after the final tax bills are issued and adjusted between the parties as necessary with respect to each year for which a proration was made. If at the time of such proration, the Premises is not separately taxed, then Purchaser shall be only obligated to pay a portion of such tax bill, which portion shall be equal to the percentage of Purchaser's ownership of common elements under the Declaration. Any amount payable by Seller due to such proration may be deducted by Purchaser from the Monthly Payments subsequently becoming due under this Agreement.

(d) At the Initial Closing, Seller shall provide Purchase with a credit amount to Two Thousand and no/100 Dollars (\$2,000.00) in respect to Purchaser moving and relocation costs.

14. *Repairs.* Subject to Seller's obligations under the warranties in connection with the Purchase Agreement, Purchaser shall, at its own expense, keep the Premises in good repair and shall neither suffer nor commit any waste on or to the Premises.

15. *Mechanic Lien Claims.* Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the Premises which lien is not released from record (or bonded over or insured over by the Title Insurer to the satisfaction of Seller) within thirty (30) days from the date that Purchaser receives actual notice thereof.

16. *Purchaser Default.*

(a) If an Event of Default (as hereinafter defined) occurs prior to the Initial Closing, the Earnest Money paid or to be paid, together with interest accrued thereon, shall be forfeited to Seller and, because of the difficulty of ascertaining the exact amount of actual damages sustained by Seller, it is agreed that the Earnest Money shall constitute liquidated damages and shall be the exclusive remedy of Seller for Purchaser's default.

(b) If an Event of Default occurs after the Initial Closing and prior to Final Closing, Seller may deliver written notice to Purchaser of such Event of Default. If Purchaser has not cured such Event of Default within fifteen (15) days, then in the case of a default described in Section 16(c)(1), below, interest shall accrue thereon at the rate of five (5%) percent. If such Event of Default is not cured within thirty (30) days after Purchaser's receipt of notice, then Seller may give Purchaser notice of Seller's intention to terminate this Agreement, and unless, within ninety (90) days after Purchaser's receipt of notice of such intention to terminate, Purchaser cures such Event of Default, Seller, as its sole and exclusive remedy hereunder, shall have the right to forfeit and terminate this Agreement whereupon all payments previously made by

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Purchaser shall be retained by Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the Premises, or if required, to institute forcible entry and detainer proceedings to retake possession of the Premises. Notwithstanding the foregoing; (i) Seller shall have no right to forfeit and terminate this Agreement if Purchaser corrects or cures an Event of Default prior to Seller's exercise of the forfeiture and termination option set forth in this Paragraph 16(b); and (ii) all of Seller's rights shall be exercised in accordance with Section 15-1302 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15.1101 et seq.

(c) An "Event of Default" shall occur when:

(i) Purchaser fails to pay any Monthly Payment or other amount which is payable by Purchaser hereunder within fifteen (15) days after notice of such failure from Seller; or

(ii) Purchaser fails to perform any other covenant or condition herein contained and such failure continues for a period of thirty (30) days after the receipt by Purchaser of written notice of such failure from Seller which specifies such default; provided, however, that if Purchaser commences to cure the failure prior to expiration of said thirty (30) day period but cannot remedy it using due diligence prior to expiration thereof, then it shall not be an Event of Default hereunder so long as Purchaser proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default.

17. **Seller Default.** If Seller fails to perform any obligation hereunder, or if Seller is otherwise in violation or breach of any other covenant, agreement, representation, warranty or indemnity contained herein then, in addition to all other remedies available at law or in equity (including, without limitation, injunctive relief), Purchaser shall have the option to (i) cure such default and offset the cost of such cure against any amount due hereunder, or (ii) terminate this Agreement by written notice to Seller. If Seller is in default under this Agreement prior to the Initial Closing date, then without waiving any other rights and remedies available to Purchaser hereunder or at law or in equity, all Earnest Money theretofore paid by Purchaser and all interest accrued thereon shall promptly be returned to Purchaser.

18. **Seller's Representations.** Seller represents and warrants that (a) Seller is, and at all times during the continuance of this Agreement will be, the sole owner of the Premises free and clear of all liens and encumbrances whatsoever, except for the Permitted Exceptions; (b) Seller, (including agents of Seller, if any) has received no notices from any city, village or other governmental authority of any violations of zoning, building, fire, health or environmental laws, ordinances, rules, regulations or codes with respect to the Premises that have not been corrected; and (c) to Seller's knowledge, there is no asbestos, radon or other "hazardous or toxic materials" present on or under the surface of the Premises (as used herein, the term "hazardous or toxic materials" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or other pollution under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect); and (d) Seller has the right and authority, pursuant to the Declaration, to assign the voting rights for the Premises in favor of the Purchaser. Seller shall take whatever action may be required at Seller's cost to (i) assign all warranties to Purchaser at the Initial Closing; and (ii) cause all of Seller's representations and warranties in this Agreement to be true and correct as of the date hereof, the date of the Initial Closing and the date of the Final Closing. Seller shall deliver to Purchaser, both at Initial Closing and Final Closing, a certification that the representations and warranties set forth in this Paragraph 18 and elsewhere in this Agreement are then true and correct, provided, however, that Seller shall be obligated to make the representations and warranties

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contained in Paragraph 18(c) above only at the Initial Closing. Subject to the provisions of the Purchase Agreement, all representations and warranties contained in this agreement shall survive the Final Closing and the recordation of the Trustee's deed conveying fee simple title in the Premises to Purchaser.

19. **Damage or Destruction.** If, prior to the Initial Closing, the Premises are destroyed or materially damaged as a result of fire or other casualty ("Casualty"), Purchaser shall have the option of either terminating this Agreement by giving notice of termination to Seller prior to the Initial Closing or accepting the Premises as damaged or destroyed. If Purchaser does not so terminate this Agreement or is not entitled to do so, Seller shall repair and restore the Premises to its condition prior to such damage or destruction at Seller's sole cost and the Initial Closing shall be delayed for the period reasonably necessary to permit Seller's completion of its repair obligations. If a Casualty occurs at any time after the Initial Closing, any proceeds of insurance received by Seller with respect to such damage or destruction shall promptly be remitted to Purchaser. Seller shall, at the Initial Closing, assign to Purchaser all of Seller's rights in any current or future Casualty insurance proceeds. Purchaser shall also receive a credit against the Purchase Price for any insurance deductible under Seller's insurance following the occurrence of a Casualty. Seller agrees to cooperate with Purchaser in every respect in making proofs of loss and effecting settlement with the insurer. In the event that insurance proceeds are at any time paid to the Seller following a Casualty, and such proceeds are not used to repair or replace the damaged or destroyed Premises, then the amount of such proceeds shall be credited against the unpaid balance of the Purchase Price. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement, except as otherwise provided in this Paragraph.

20. **Brokers.** The parties represent and warrant to each other that no brokers are the procuring cause of this sale. Each party agrees to indemnify and hold the other harmless for any damage, expense, cost or liability arising in connection with a breach by the indemnifying party of the foregoing representation and warranty.

21. **Inspection.** (Intentionally Deleted)

22. **Allocation of Costs.** Notwithstanding anything herein to the contrary, Seller shall pay all premiums and expenses for all title insurance required hereunder, recording charges for recording any documents necessary to clear Seller's title, all brokerage fees, and any stamp tax imposed by state and county law in connection with the transactions contemplated hereby and one half of the fee for deed and money escrow. Purchaser shall pay one half the fee for the deed and money escrow and all recording charges for recording the Trustee's Deed. Any stamp tax imposed by local ordinance shall be paid by the party upon whom such local ordinance imposes such payment obligation, provided that Purchaser shall pay such local stamp tax in the absence of any specific imposition of payment obligations in the local ordinance.

23. **Offer-Acceptance.** This document when executed by Purchaser and delivered to Seller will constitute an offer to purchase the Premises by Purchaser on the foregoing terms. The offer shall be deemed to be revoked if not accepted by Seller upon presentation.

24. **Recording.** The parties hereto shall execute a memorandum of this Agreement upon the request of either such party which shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois by either party hereto at the recording party's cost.

25. **Notices.** All notices required to be given under this Agreement shall be in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party personally or by overnight courier or by

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certified or registered mail, postage prepaid, return receipt requested, to the parties addressed as follows:

Seller: American National Bank and Trust Company of Chicago, as Successor Trustee to NBD Bank, as Trustee under Trust Agreement dated September 1, 1995 and known as Trust No. 53380-SK
8001 N. LINCOLN AVENUE
BROOKLYN, IL 60077-3657

With a copy to: Robert J. Runio
c/o RMK Development Corporation
1001 WILSON DRIVE
LIVERMOR, IL 60089

With a copy to: John S. Young, Esq.
Stalk & Young
570 N. Lake Street
Suite 106
Mundelein, Illinois 60060

Purchaser: Daniel P. and Pamela Beck Fowler
853 W. Wrightwood
Unit 1
Chicago, Illinois

With a copy to: Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601
Attn: Paul W. Ramsay

Notice shall be deemed made when received, if personally served, or on the first business day after delivery to an overnight courier, or on the second business day after the mailing thereof as hereinabove provided.

26. **Captions and Pronouns.** The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

27. **Provisions Severable.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

28. **Binding on Heirs.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Purchaser.

29. **Time of Essence.** Time is expressly made of the essence of this Agreement.

30. **Joint and Several Obligations.** The obligations of two or more persons designated "Seller" or "Purchaser" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same

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designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the Premises.

31. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32. *Entire Agreement.* This Agreement and the Purchase Agreement constitute the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements, and may be modified only by a written instrument executed by Seller and Purchaser. Any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Agreement shall be resolved in favor of this Agreement.

33. *Nominee Land Trust.* Prior to the Initial Closing, Purchaser may direct Seller to convey title in the Premises to a trustee of a land trust created by Purchaser. In such event, Seller's deed shall be full power Warranty Deed-in-Trust.

34. *Seller Land Trust.* Seller represents and warrants that legal and equitable title to the Premises is, and throughout the term of this Agreement will be, held by American National Bank and Trust Company of Chicago, as Successor Trustee to FNB Bank, as Trustee under Trust Agreement dated September 15, 1995 and known as Trust No. 83350-SK (the "Land Trust") and that RMK Development Corporation, an Illinois corporation (the "Corporation") is, and throughout the term of this Agreement will be, the sole beneficiary of, with the entire power of direction over, said Land Trust, and that Robert J. Kunio and Mona K. Kunio will be the sole shareholders of the Corporation.

[Signature Page Follows]

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IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the dates set forth below.

Date of Offer: July 27, 1996 Date of Acceptance: August 6, 1996

Purchaser: *D. J. Fowler*
Daniel J. Fowler

Seller:
American National Bank and Trust Company of Chicago, an Successor Trustee to NBO Bank, as Trustee under Trust Agreement dated September 15, 1995 and known as Trust No. 53350-SK and not personally
By: *[Signature]*
Its: TRUST OFFICER

Purchaser: *Patricia B. Fowler*
Patricia B. Fowler

Seller:
RMK Development Corporation, an Illinois corporation, the sole beneficiary of the trust Agreement described above
By: *Robert J. Kunio*
Robert J. Kunio
By: *Hona J. Kunio*
Hona J. Kunio

This instrument is executed by the undersigned Land Trustee, not personally or solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: UNIT 1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 853 WEST WRIGHTWOOD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 96398166, IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-1, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

TAX NO. 14-29-416-017 (AFFECTS underlying land)

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EXHIBIT B PERSONAL PROPERTY

Appliances, fixtures and personal property, contained in the Purchased Unit, including but not limited to the following:

- G.E. TBX22QA refrigerator with internal ice maker
- G.E. JQSP33 slide-in self-cleaning gas range
- G.E. JEM31 SpaceMaker II microwave
- G.E. QSD4010 Energy Saver dishwasher
- U.E. DFC continuous feed undersink garbage disposal
- G.E. WEA3060 washer and EBLR333G dryer

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EXHIBIT C

PERMITTED EXCEPTIONS

1. General real estate taxes not delinquent.
2. Matters arising from acts of the Purchaser or parties claiming by, through or under Purchaser.
3. Matters shown on the title commitment described in Paragraph 7 hereof.

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