

RIDER No. 1 to REAL ESTATE CONTRACT

96814914

between State Bank of Country side ("Seller") and Richard J. Catrambone and Saverio Catrambone ("Buyer")

This Rider is to a certain Real Estate Contract between State Bank of Countryside as Trustee u/t No. 93-1384 (dated December 23, 1993),(hereinafter "Seller") and Richard J. Catrambone and Saverio Catrambone, (hereinafter collectively referred to as "Buyer") for purchase of property commonly known as 7801 W. 60th Place, Summit, Illinois and shall be incorporated into said Contract and be an integral part thereof.

1. CLOSING. The "Initial Closing" shall occur on October 15, 1996 (or on the date, if any, to which said date is extended by agreement of the parties). "Final Closing" shall occur on October 15, 2011 if all covenants and conditions herein to be performed by Buyer have been so performed.

2. POSSESSION. Possession shall be granted to Buyer at the Initial Closing provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's certified check on the Initial Closing date, and further provided that Buyer on such Initial Closing date executes a Note for the balance of the purchase price and is otherwise not in default hereunder.

3. BROKERS. A. Seller represents and warrants to Buyer, which representation and warranty shall survive the Closing or the earlier termination of this Contract, that Seller has not dealt with any real estate broker, real estate agent, finder or sales person in connection with the purchase and sale of the Property and the transactions contemplated under this Contract. Seller shall defend and indemnify Buyer against and shall hold Buyer harmless from any and all claims, liabilities, damages, demands, costs and expenses (including without limitation the costs and expenses of defending or settling (or both) any such claims, or demands) paid by, incurred by or asserted against Buyer as a result of the inaccuracy of the foregoing representation and warranty by Seller. Seller also acknowledges that any commissions or other compensation due any such realtor or agent shall be the responsibility of Seller.

B. Buyer represents and warrants to Seller, which representation and warranty shall survive the Closing or the earlier termination of this Contract, that Buyer has not dealt with any real estate broker, real estate agent, finder or sales person in connection with the purchase and sale of the Property and the transactions contemplated under this Contract. Buyer shall defend and indemnify Seller against and shall hold Seller harmless from any and all claims, liabilities, damages, demands, costs and expenses (including without limitation the costs and expenses of defending or settling (or both) any such claims, or demands) paid by, incurred by or asserted against Seller as a result of the inaccuracy of the foregoing representation and warranty by Buyer.

C. At Closing, Seller and Buyer shall each deliver the form of affidavit required by the Title Company with respect to the disclosure of possible claims for lien by any brokers.

96814914

F	3980	A
P	5000	P
T	7500	V
E	8000	

LAW OFFICES

Handwritten signature and initials

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COOK COUNTY RECORDER

49161 4 JJ * -96--814914

145555 TRAN 4239 10/25/96 14:16:00

DEPT-01 RECORDING

\$39.50

DEPT-10 PENALTY

\$36.00

11041838

1. TRANSFER TAXES. Notwithstanding anything to the contrary in the Contract, it is agreed that any local transfer tax imposed by any municipality or other taxing district shall be paid by Buyer, provided that this shall take place upon the time of transfer of the Deed to Buyer when full payment is made to Seller.

5. PRIOR MORTGAGE. Seller reserves the right to keep or place a mortgage or trust deed (prior mortgage) against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement. In the event that Seller shall incur a default of any such mortgage, Buyer shall be so notified and provided an opportunity to cure any such default within the time permitted to avoid a foreclosure or other transfer or impairment of title. In such case, Buyer shall be credited toward the purchase price for an amount equal to any such amount paid on Seller's behalf.

6. CONDITION OF PREMISES. Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, as shown to him on or before the Initial Closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, or to maintain the condition of the property.

7. PRORATIONS. Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of Initial Closing. Actual proration shall take place at or before the deadline for payment of the second installment of 1996 taxes are due. At said time, Seller shall pay for those taxes incurred up to the date of the Initial Closing, and Buyer shall pay the remainder. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

8. MAINTENANCE. Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer; Seller shall so notify Buyer of the failure

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to do so. Buyer shall then have a period of not less than ten (10) days to cure any such defect. In the event that Buyer still fails to do so within that time, then Seller may either (a) enter same, directly, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, 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 Buyer agrees to pay to Seller, as so much additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as is otherwise provided in herein), and upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

9. PERSONAL PROPERTY. At the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

10. INSURANCE. Buyer shall from and after the time specified for possession keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy shall name Seller as an additional insured or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on accounts thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

11. TAXES AND LIENS. It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts. Buyer shall

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have the right to contest any taxes imposed at Buyer's expense. Buyer shall continue to pay taxes while under protest.

12. **IRPTA Compliance.** Notwithstanding anything contained in paragraph 10 of the Conditions and Stipulations to the Contract, Seller represents that to the best of the knowledge of Seller (i) the Property does not qualify as "real property" within the meaning of the Illinois Responsible Property Transfer Act, 765 ILCS 90/1 et seq., as amended from time to time (the "Act"); and (ii) there are no underground tanks on the Property. However, if as a result of any of Purchaser's inspections or any information or notices received by Seller after the date of this Contract and prior to Closing, Seller determines that the Property is subject to the Act, Seller will provide Purchaser with a disclosure document required pursuant to the Act, Purchaser shall execute the same acknowledging receipt thereof, and at Closing the parties shall jointly direct Escrow Agent to record the same and to file a copy of the same with the Illinois Environmental Protection Agency ("EPA") as required under the Act (if Escrow Agent acts as escrow agent to close, otherwise the parties shall record and file the same). If necessary by reason of the date of delivery to Purchaser by Seller of a completed disclosure document, Purchaser shall, and shall cause any of his mortgagees to, waive in writing any and all time periods for delivery of the same provided in the Act. Notwithstanding anything contained in the Act, no disclosure of any environmental matter known to or discovered by Purchaser prior to the expiration of the Due Diligence Period nor such matter unknown to or undiscovered by Purchaser prior to the expiration of the Due Diligence Period shall be deemed an "environmental defect" (as that term is used in the act) unless it is "material" (as hereinafter defined), and Purchaser shall not have the right to terminate this Agreement on account of any such matter or matters unless the same shall constitute a material environmental defect. For purposes of this paragraph no matter shall be deemed a "material environmental defect" unless the reasonably estimated cost to remediate or correct the same, when added to any other amounts reasonably estimated to be required to remediate any and all such environmental defects disclosed in the Environmental Report or otherwise discovered by Purchaser during the Due Diligence Period with respect to the Property would exceed \$5,000.00 in the aggregate.

13. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that the following statements are true and correct on and as of the date hereof:

A. **Defects; Notices; Assessments.** To the best of the knowledge of Seller, Seller has received no written notice from any city, village or other governmental authority of (i) any zoning, building, fire, health or other code violations with respect to the Property (collectively, "Defects") that have not been heretofore corrected; (ii) any condemnation or eminent domain proceeding against the Property or against Seller with respect to the Property; or (iii) any pending special assessment affecting the Property; and (b) Seller knows of no material Defects with respect to the Property.

B. **Real Estate Taxes.** Seller has not engaged any attorney to protest the real

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estate tax assessment and the Seller have not received any notice of any proposed change in such assessment.

C. **Environmental Matters.** To the best of the knowledge of the Seller, Seller has not received any written notice from any governmental authority of and has no knowledge) of (i) any violation of local, state or federal regulations or law governing the use, storage or disposal of any Hazardous Materials (hereinafter defined) on the Property; or (ii) any pending or threatened "super liens" or similar governmental actions or proceedings at, on or affecting the Property by reason of the presence, disposal, release or discharge of any Hazardous Materials. For the purposes of this representation and warranty, "Hazardous Materials" shall include any of the following: (a) any waste, substance, chemical, material, pollutant or contaminant defined as "hazardous" or "toxic" in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Resource, Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. 3001 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Transportation Safety Act of 1974, 49 U.S.C. 1801 et seq.; the Environmental Protection Act, Ill. Rev. Stat. (1985), ch. 111-1/2, 1011 et seq.; or any regulations adopted or publications promulgated pursuant to any of the foregoing laws (collectively, the "Environmental Laws"); or (b) any petroleum product or crude oil or fraction thereof.

D. **No Service Contracts.** Seller has not entered into any service, maintenance, employment or other contracts that are currently in effect respecting the Property, and Seller is not the holder of any warranties affecting the Property.

14. Purchaser's Right to Obtain Further Environmental Reports or Assurances; Right to Terminate.

A. **Due Diligence Period.** Purchaser shall have until October 22 ("Due Diligence Period") to conduct such site and building inspections and testing or other investigations ("Inspections") on or of the Property at Purchaser's expense, provided, however, that prior to conducting any soil testing or other invasive testing procedures (i) Purchaser must give Seller not less than 48 hours prior notice, which notice may be by telecopy, provided that receipt of such notice is confirmed by seller, (ii) Seller must consent to the extent and scope of any such testing (which consent may be withheld for any or no reason), and (iii) Purchaser must permit a representative from Seller to be present at the time of any such testing.

B. **Purchaser's Repair and Indemnity Obligations.** Purchaser shall be responsible for any damage to property or persons occurring as a result of any Inspections, and shall repair, restore or correct any damage to the Property caused by said Inspections and Purchaser shall defend and indemnify Seller against, and shall hold Seller harmless from, any and all claims, liabilities, losses, costs, damage, penalties and expenses, out-of-pocket expenses and reasonable attorneys' fees, paid by, incurred by or asserted against

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Seller as a result of any such damage to property or persons or failure to repair or correct the same. The indemnity contained in this subparagraph B shall survive the closing of the transactions contemplated under the Contract ("Closing") or the earlier termination of the Contract for a period of two years from the date of the Closing or earlier termination of this Contract, as the case may be.

C. **Seller's Access to Reports.** Promptly upon receipt, Purchaser shall provide to Seller copies of any and all written reports prepared by any engineer, surveyor or other consultant performing any of the Inspections ("Purchaser's Reports") that are provided to Purchaser.

D. **Purchaser's Right to Terminate.** In the event that (i) Purchaser shall determine, for any reason, that the results of the Inspections of the Property are unsatisfactory to Purchaser, in Purchaser's reasonable discretion, or (ii) Seller withholds its consent to any invasive testing (as permitted pursuant to paragraph R-4.A. above), then Purchaser shall have the right to terminate this Contract by written notice to Seller given at any time on or before the expiration of the *Due Diligence Period*, whereupon the parties shall jointly direct Seller's attorney to return to Purchaser the earnest money deposited by Purchaser, together with all interest earned thereon, and thereafter neither party shall have any further rights or obligations hereunder, except as is otherwise provided herein.

15. **"As Is, Where Is" Sale.** * Purchaser acknowledges and agrees that, the Property is being sold "as is, where is" as of the date of this Contract and, except as expressly provided in this Contract, Seller makes no representations or warranties regarding the Property's condition or concerning any matter relating to the property. At time of execution of this Contract, Seller has received no notice from any environmental body or governmental entity related to any environmental or other violations. Seller shall provide copies to Purchaser of any notice received or any other governmental authority citing a violation of any applicable law, code or ordinance, but Seller shall have no obligation to correct any such violation either prior to or after Closing. Notwithstanding the foregoing, or any other representation or term of the Contract or this Rider, Purchaser agrees to indemnify and hold Seller harmless from any claims by third parties or Purchaser arising from the condition of the property and any liability that might otherwise apply to Seller in connection with any representations made pursuant to this transaction, or the condition or use of the property.

16. **Failure of Contingencies.** In the event Purchaser fails, for any reason, to notify Seller on or before 5:00pm on the date set in this contract for the expiration of any contingencies (including Inspections, leasing and financing), Purchaser shall be deemed to have forfeited the right to terminate this Contract on account of such contingency, and shall be in default if Purchaser fails to close on or before the date set for Closing in the printed portions of the Contract.

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17. **Best of Knowledge Defined.** As used in this Contract, the phrases "to the best of Seller's knowledge" or words of similar import shall mean that no information has come to the attention of the Seller in the normal course of the ownership and management of the Property or the operation conducted thereon by K & B Wrecking, Ltd. which would cause Seller to believe that such statement is not true and correct. However, Purchaser acknowledges that such knowledge is limited in that Seller has not conducted any detailed physical inspection of the Property, nor has Seller engaged an engineer or other qualified inspector for such purpose. Purchaser further acknowledges that Seller's knowledge is limited in that the principal owner and operator of the property has died within the past six months leaving the present Seller with no information about the property that is not disclosed herein.

18. **TITLE.** No right, title, or interest legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

19. **DEFAULT.** If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within ten (10) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for any unpaid installments; (ii) declare the entire balance due and maintain an action for such amount (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstatement as provided in that Act.

As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

20. **ATTORNEY'S FEES.** Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

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21. INSPECTION. Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

22. ASSIGNMENT. Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provision of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

23. SEVERABILITY. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

24. CAPACITY. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

25. JOINDER. The obligations of two or more persons designated "Seller" or "Buyer" or "Purchaser" in this Agreement shall be joint and several, and in such case each hereby authorizes the other or others of the same designation as his or her attorney-in-fact to do or perform any act or agreement with respect to this Agreement or the premises.

26. Seller's and Purchaser's Attorneys; Notices. Paragraph 8 of the printed Conditions and Stipulations is hereby deleted and the following is substituted in lieu thereof: All notices and other communications in connection with this Contract shall be in writing, and shall be deemed made, given or delivered to the addressee thereof in any one of the following manners: (i) upon receipt, if delivered by personal delivery, (ii) upon receipt if sent by telecopy, provided a written confirmation of receipt is received by the sending machine and the original is mailed within one business day after the telecopy is sent, (iii) one day after deposit with any nationally recognized courier delivery service (delivery charges prepaid) or (iv) upon deposit in any main or branch United States post office, certified mail (postage prepaid) in any case addressed to the parties, respectively, as follows:

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For notices to Seller:

Barbara Roderick
12531 Lucille Lane
Palos Park, IL 60464

with a copy to Seller's Attorney:

David Bohrer
450 Skokie Blvd. Ste 502

Northbrook, IL 60062

For notices to Purchaser:

Richard J. and Saverio Catrambone
7801 W. 60th Place
Summit, IL 60501

with a copy to Purchaser's attorney:

Joseph V. Roddy
77 West Washington St.
Chicago, IL 60602



By notice complying with the requirements of this paragraph, either party shall have the right to change the address or addressee for all future notices, other communications and payments to such party; provided however, that no notice of a change of address or addressee shall be effective until actually received. In lieu of notices to the parties, notices shall be effective if sent to the parties' respective attorneys, provided such notice is sent to any such attorney in the same manner as notices to the parties are to be sent.

27. Rider Controlling. This Rider is attached to the printed portions and is made a part of the Contract. In the event the provisions of this Rider conflict with the provisions of the printed provisions of the Contract, the provisions of this Rider shall control.

The foregoing is understood and agreed to.

Barbara J. Roderick
Seller

Richard J. Catrambone
Buyer

By _____

Saverio Catrambone
Buyer

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(SEAL)

(SEAL)

(SEAL)

SIGNED AND DELIVERED IN PRESENCE OF

above written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

Time is of the essence of this contract. The covenants and agreements herein contained shall extend to

been received by the Seller, his principal or his agent within 10 years of the date of execution of this con-

of a dwelling code violation which existed in the dwelling structure before the execution of this contract has

Seller warrants to Purchaser that no notice from any city, village or other governmental authority

shall become the property of Purchaser, subject to the rights of mortgage holders.

Evidence of title has been submitted to and approved by Purchaser and on delivery of a deed hereunder

and payable:

future; or (b) all of the deferred payments hereunder shall, at the option of Seller, become immediately due

filled in the office of the recorder of deeds of Cook County, Illinois shall be sufficient evidence of such for-

have the right to re-enter and take possession of the premises aforesaid; and written notice of such forfeiture

ments shall be retained by Seller in full satisfaction and in liquidation of all damages sustained and Seller shall

be forfeited and determined, and Purchaser shall forfeit all payments made on this contract, and such pay-

covenants on the part of Purchaser hereby made and entered into, (a) this contract shall, at the option of Seller,

And if Purchaser fails to make any of the payments, or any part thereof, or fails to perform any of the

er in addition to said monthly payments and shall bear interest at eight per centum per annum until paid.

the amount thereof shall become so much additional purchase price and immediately due and payable to Sell-

And if Purchaser fails to pay taxes, assessments, insurance or any other items which, under the terms

if he so elects, cause said premises to be put in repair and Purchaser agrees immediately to pay for the cost

commit any waste on or to said premises, and if Purchaser fails to keep said premises in repair then Seller may,

Purchaser further agrees to keep the buildings on said premises in good repair and neither to suffer nor

premises for such period not exceeding five years as Seller may elect.

polices on said premises Seller shall have the right as the agent of Purchaser to place new insurance on said

posit the policies with Seller or with the holder of said mortgage. And upon the expiration of any policy or

Purchaser further agrees to keep said premises fully insured in companies acceptable to Seller and de-

assessment receipts to Seller.

after levied or imposed upon said real estate, when they become due and payable and to exhibit the tax or

special assessments or special taxes and installments thereof falling due after this date, hereafter or here-

Purchaser further agrees to pay general taxes for the year 1996 and subsequent years, and all

hereinabove referred to, and to deliver the deed and possession of the property

price shall be paid to the Seller, and the remainder on principal. As soon as Purchaser has paid said purchase

interest are fully paid; said monthly installments to be applied first on interest on the principal sum remaining

and \$3,223.83 on the first day of each month thereafter until said sum and said

cash, receipt of which is hereby acknowledged, \$50,000.00 on October 15, 1996.

with interest at 10.0 per centum per annum, payable monthly, as follows: \$10,000.00

sum of THREE HUNDRED SIXTY THOUSAND (\$360,000.00) DOLLARS.

or in such place as Seller may from time to time, in writing, designate and appoint, the

pay to Seller at the office of Seller's Attorney

subject to zoning and building laws or ordinances, building, building line, and use or occupancy restrictions,

conditions and covenants of record, and party wall rights or agreements, if any, roads, highways, streets and

alleys, if any, and to general taxes for the year 1996 and subsequent years, and to any unpaid instal-

ments of special assessments or special taxes which fall due after this date and to carry over any unpaid taxes

to the real estate situated in the County of Cook and State of Illinois, known and described as follows:

Lot 10 in the Re-subdivision of Lots 1 and 2 in Eight Motor Corporation Subdivision,

38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number(s):

Address(es) of real estate: 7801 W. 60th Place Summit, Illinois

County of Cook and the State of Illinois, Seller, and Richard L. Catrambone and Savarito Catrambone

of the County of Cook and State of Illinois, Purchaser: Witnesseth, that

If Purchaser shall first make the payments and perform the covenants hereinafter mentioned on the part of

Purchaser to be made and performed Seller hereby covenants and agrees to convey or cause to be conveyed

to Purchaser, in fee simple, clear of all encumbrances whatever, except as herein stated, by a good and suf-

ficient Trustee's recordable Warranty Deed, with release of dower and homestead rights, good title

to the real estate situated in the County of Cook and State of Illinois, known and described as follows:

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Lot 10 in the Re-subdivision of Lots 1 and 2 in Eight Motor Corporation Subdivision,

38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Permanent Real Estate Index Number(s):

Address(es) of real estate: 7801 W. 60th Place Summit, Illinois

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