

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

AGREEMENT, made this 29th day of April, 1997, between
Bank of Homewood, Trustee, under trust number 84040, Seller, and

JESUS MERAZ and ESTHELA MERAZ, his wife, as joint tenants, dated November 27, 1984, Purchaser:

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 Trustee's Deed 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 ATTACHMENT A

97427640

ATGF, INC

DEPT-01 RECORDING	\$31.50
T40009 TRAN 9020 06/16/97 15:17:00	
49395 \$ RC # - 97 - 427640	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$28.00

and Seller further agrees to furnish to Purchaser on or before closing, 1997, 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 Attorney's Title Guaranty Fund, (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 _____

the price of TWO-HUNDRED-FIFTY-THOUSAND (\$250.00) Dollars in the manner following, to-wit:

\$ 115,000.00 down payment at time of closing; the balance of \$ 135,000.00 over 10 years @ \$ 1,673.81 per month; first payment 1st day of June, 1997. Buyer shall deposit into escrow 1/12 of taxes and 1/12 of insurance premiums with interest at the rate of 8-1/2 per cent per annum payable monthly on the whole sum remaining from time to time unpaid.

Possession of the premises shall be delivered to Purchaser on closing, subject to leases to tenants _____

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 1997 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 to pay 1996 taxes when due - copy of paid bill to buyer.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1997 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; 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

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 8-1/2 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 or 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, legal or equitable, in the premises, or any part thereof, shall vest 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 the policies therefor to Seller.

*Strike out all but one of the clauses (a), (b) and (c).

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Received on within Agreement the following sums

Table with columns: DATE, INTEREST, PRINCIPAL, RECEIVED BY

GEORGE E. COLE LEGAL FORMS

84040 November 27, 1984 and known as Trust No. Homewood-Flanagan Trust Agreement dated power of direction under Community Bank of Irene Castano, sole beneficiary...

(SEAL) JEAN MARY (SEAL) ESTER MARY (SEAL)

Sealed and Delivered in the presence of

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

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 principal or his agent within 10 years of the date of execution of this contract.

20. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his executor, administrators and assigns of the respective parties.

19. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall be deemed to have been given or made on the date of mailing.

Purchaser at 12358 S. Western Av., Chicago, IL, or to the last known address of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have

18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at 1405 W. Fullerton Av., Chicago, IL, or to

17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural.

16. Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof, and 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 error and right of appeal from such judgment or judgment of such suit. 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 are given by such persons jointly and severally.

15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

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

13. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.

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.

11. In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at _____ per cent per annum until paid.

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- R1 The purchase price is TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.) payable as follows:
- a) ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.) down payment at time of closing
 - b) The balance of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.) payable monthly, based on a TEN (10) year term with interest at EIGHT AND ONE HALF per cent (8½%) in the amount of ONE THOUSAND SIX HUNDRED SEVENTY THREE AND 81/100 DOLLARS (\$ 1,673.81) payable on the first day of each month.

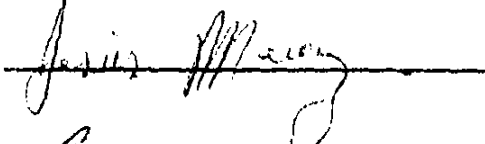
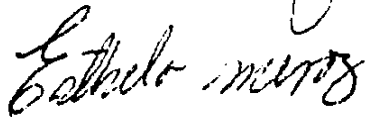
Seller shall furnish an amortization schedule

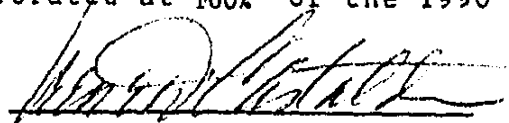
- R2 Buyers shall have a grace period of SEVEN (7) days to make the monthly payment. If payment is received after the 7th day then a late charge equal to FIVE per cent (5%) of the principal and interest payment shall be made.
- R3 In addition to the payment of principal and interest per month, buyers shall deposit into an escrow account, with the seller, an amount sufficient to pay the annual general real estate taxes and annual insurance premiums at least 30 days prior to due date.
Seller shall pay taxes and insurance premiums when due and furnish proof of payment to the buyers.
- R4 Seller shall furnish buyers with a rent schedule showing full information.

Original leases shall be assigned to buyers at closing.

Rent to be prorated to date of closing.

- R5 As part of the sales agreement, the buyers agree to pay to seller the rent past due and owing for 12358 S. Western in Blue Island, IL being the grocery store. The amount due including April 15, 1997 to May 14, 1997 rental is FOUR THOUSAND THIRTY-FOUR AND 44/100 DOLLARS (\$ 4,034.44) with a security deposit of ONE THOUSAND DOLLARS (\$ 1,000). The claim for rent and security deposit are to be assigned to the buyers as part of this agreement. Buyers shall make their own settlement with the tenant.
- R6 Buyers shall have full pre payment privileges without penalty of any kind.
- R7 Seller shall pay 1996 taxes when due and show proof of payment. 1997 taxes shall be prorated at 100% of the 1996 tax bill.



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RIDER NUMBER TWO FOR SALE/PURCHASE OF BUILDING AT 12352 TO
12358 S. WESTERN AV., BLUE ISLAND, IL 60406

- R8 Buyer shall have the right to inspect property prior to closing.
- R9 Seller warrants that Seller has received no notices from any city, village, or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that has not been heretofore corrected/that there are no pending disputes with adjoining owners as to boundary lines, or fences, or other improvements encroaching upon the property.
- R10 Seller, at Seller's expense, not later than give five (5) days prior to closing, shall furnish Buyer with current Plat or Survey showing all improvements on the premises and showing that there are no encroachments on other properties and that no improvements on other properties encroach upon the premises to be conveyed hereunder.
- R11 Seller represents and warrants that as of the date hereof they know of no defect in the plumbing, heating, sewer systems, air conditioning and electrical systems, and that they know of no leaks in the roof or basement and that they represent and warrant that as of the date of delivery of possession that the plumbing, heating, sewer, air conditioning and electrical systems will be in working order, normal wear and tear excepted and roof and basement will be free of leaks. Seller further represents and warrants that all personal property being conveyed hereunder is in working order.
- R12 The real estate and all personal property being conveyed, shall be in the same condition on the date of delivery of possession as it now is, ordinary wear and tear excepted.
- R13 In the event of any conflict between the provisions of this Rider and the Agreement the provisions of this Rider shall prevail
- R14 Seller shall provide an appropriate termite inspection and pay the cost of any necessary remedial treatment.

Jenna M. McCoy

Erin McCoy

Benjamin A. Hotala

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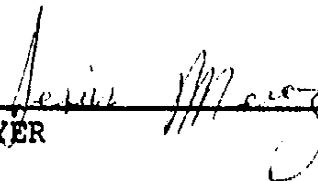
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RIDER NUMBER THREE FOR SALE/SALE PURCHASE OF BUILDING AT
12352 TO 12358 S. WESTERN AV., BLUE ISLAND, IL 60406

R15 Inasmuch as title is held in a land trust at BANK OF HOMEWOOD Trust 84040, seller shall escrow with his attorney, GERALD NEWMAN, a letter of direction authorizing and directing the trustee to deliver, when all payments are made in full and all covenants fulfilled, a trustee's deed conveying title to JESUS MERAZ and ESTHELA MERAZ, his wife in joint tenancy.

Escrowee shall deliver the letter of direction to the trustee and deliver the deed to the buyers for recording.

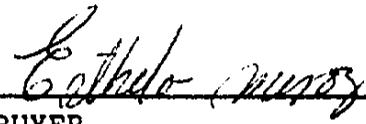
IN WITNESS WHEREOF, we have set our hands and seals this
29 day of April, 1997



BUYER



SELLER



BUYER

SELLER

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Property of Cook County Clerk's Office

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ATTG COMMITMENT FORM
Schedule A - Continued

OMC No.: 10025536

3. Legal Description:

LOTS 9 AND 10 IN BLOCK 2 IN CHARLES MORGAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4, (EXCEPT THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4), OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 9 AND 10, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF AFORESAID LOT 9; THENCE WESTERLY, ALONG THE NORTH LOT LINE OF AFORESAID LOT 9, A DISTANCE OF 12 FEET TO A POINT; THENCE SOUTHERLY ALONG A STRAIGHT LINE, TO A POINT ON THE SOUTH LOT LINE OF AFORESAID LOT 10, SAID POINT BEING 13.5 NORMALLY DISTANT WEST OF THE EAST LOT LINE OF AFORESAID LOT 10; THENCE EASTERLY, ALONG THE SOUTH LOT LINE OF AFORESAID LOT 10, A DISTANCE OF 13.5 FEET TO THE SOUTH EAST CORNER OF AFORESAID LOT 10; THENCE NORTHERLY ALONG THE EAST LOT LINES OF AFORESAID LOTS 9 AND 10, A DISTANCE OF 70.04 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-25-407-031-0000

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PREPARED BY AND RETURN TO:

Gerald M. Newman
222 S. Riverside Plaza
Suite 2100
Chicago, IL 60606



Member No.
1985

OMC
10025536


SIGNATURE OF ATTORNEY

ATTACHMENT A

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11-05-97427640