ARTICLES OF AGREEMENT FOR TRUSTEES DEED

This Agreement made this 20th day of March, 1997, by and between HOME LIFE SERVICES AND CHARLES GARDNER (hereinafter referred to as "PURCHASER") and BEVERLY TRUST COMPANY, as Trustee under Trust Agreement Dated September 10, 1990 and known as Trust No. 8-9025 (hereinafter referred to as "SELLER"):

WITNESSETH:

1. SALE: If the PURCHASER shall make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said SELLER hereby covenants and agrees to cause to be conveyed to said PURCHASER in fee simple, with release of dower and Konestead rights, free and clear of all encumbrances whatsoever except as hereinafter stated by good and sufficient stamped Trustees need, the following described real estate situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Lot 17 in Block 6 in Woodland Ridge Subdivision of the South 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number 20-23:114-015-0000

commonly known as: 6537-39 South Prexel, Chicago, Illinois subject to (1) zoning and building laws and ordinances, (2) any special taxes or special assessments levied for improvements not yet completed and installments on any special taxes or assessments levied for improvements heretofore completed which fall due on or after March 20, 1997, (3) general taxes for the year 1997 and subsequent years, (4) all liens and encumbrances and things created or suffered to accrue by, through or under the PUCCHASER, (5) party walls and party wall agreements, if any, (6) building liens and building restrictions, (7) the rights of all persons claiming by, through and under the PURCHASER, (8) the rights, if any, of the public in any portion of the premises aforesaid, which may fall within any public street, way or alley adjacent or contiguous to said premises, (9) recorded and unrecorded Leases, and (70) all covenants, conditions and easements of record.

2. <u>PURCHASE PRICE</u>: The PURCHASER agrees to purchase said property at the price of One Hundred and Fifty Thousand Dollars (\$150,000.00) payable in the following manner, to wit: Ten Thousand Dollars (\$10,000.00) on March 20, 1997, a Note in the amount of Ten Thousand Dollars (\$10,000.00) (the form of which is attached hereto), and the balance of One Hundred and Thirty Thousand Dollars (\$130,000.00) in installments as follows: One Thousand Five Hundred and Eighteen Dollars and 65/100 (\$1,518.65) on the 1st day of June, 1997 and One Thousand Five Hundred and Eighteen Dollars and 65/100 (\$1,518.65) on the 1st day of each and every month thereafter with a final payment of the balance then owing hereunder

4750

Property or Coot County Clerk's Office

on the 1st day of March, 1999, which installments include interest on all unpaid principal from the date hereof until date of payment at a rate of eleven and one-half percent (11-1/2%) per annum. The payments shall be made until the entire purchase price is paid, regardless of loss, destruction or damage to any of the improvements thereon. Anything herein contained to the contrary notwithstanding, the SELLER may apply the proceeds of any payment made by the PURCHASER to the payment of unpaid premiums on insurance and/or general real estate tax covering the above-described premises or toward any other indebtedness due and payable hereunder before applying the same to the payments as above provided. Interest for the period from the date of the initial closing until the date of the first installment is due and shall be due upon the final payment of the balance then owing or the 1st day of March, 1993, whichever is sooner.

- 3. PREPAYAENT: The PURCHASER shall have the privilege of prepayment in full without penalty.
- 4. GENERAL REAL ESTATE TAX: The SELLER shall pay when due the 1996 second installment general real estate tax levied against the said premises. In addition, the SELLER shall pay that part of the 1997 general real estate tax levied against the said premises from January 1, 1997 through date of initial closing (March 20, 1997). The PURCHASER agrees that until said purchase price of One Hundred and Fifty Thousand Dollars (\$150,000.00), with interest thereon as aforesaid, shall be fully paid and this contract fully performed by the PURCHASER that he will pay all general real estate taxes levied and assessed against said real estate commencing from the general real estate taxes for the year 1997, special taxes and assessments, if any, levied for improvements not yet completed, and all installments on any taxes or special assessments levied for improvements heretofore completed falling due on or after the date of this Agreement upon said real estate and all other taxes and assessments, general and special, and all other charges and impositions, ordinary and extraordinary, of every kind and nature wheresoever levied or imposed upon said real estate or any part thereof or any interest therein when and if the same shall become due and payable.
- 5. INSURANCE: The PURCHASER agrees that until said purchase price of One Hundred and Fifty Thousand Dollars (\$150,000.00), plus interest as aforesaid, shall be fully paid and this Agreement fully performed by him, that he shall keep said premises at all times insured at his expense in the name of the SELLER against loss or damage by fire with extended coverage in the amount of the full insurable value thereof and to secure and main public liability insurance in an amount satisfactory to the SELLER or its beneficiaries, all such insurance to be carried by good and responsible insurance companies acceptable to the SELLER, and all policies of insurance to be deposited with the SELLER at least 15 days prior to the expiration of any of the policies heretofore

Property of County Clerk's Office

9万万の名名は

UNOFFICIAL COPY

delivered to or held by the SELLER, the PURCHASER shall deliver every such policy and renewal thereof to the SELLER and exhibit to and deposit with the SELLER, or its beneficiaries, receipted bills showing the payment of the premiums therefor. In the event that the PURCHASER shall fail to renew or place new insurance on said premises at least 15 days prior to the expiration of the existing insurance policies, the SELLER may, at their option, but without any obligation so to do, as agent of the PURCHASER to renew or to place new insurance on the premises for such a period as the SELLER may select not exceeding five years at the expense of the The insurance policies herein provided shall provide PURCHASER. that damages in case of loss shall be payable to the SELLER. PURCHASER shall be identified on said insurance policies as the Contract Purchaser. In case of loss or damage by fire while this Agreement remains in force, the proceeds of the insurance when collected shall be applied to the restoration, rebuilding or repairing of the damaged premises, provided that said proceeds shall be sufficient to pay in full for such restoration, rebuilding or repairing as will put the improvements on said premises in substantially as good condition as before the said damage shall have occurred. It is further agreed that if in such case the PURCHASER shall cause the premises to be so restored, rebuilt and repaired within 90 days of the time said loss shall occur, then in such case all insurance monies which may be received by the SELLER on account of such damage shall, to the extent necessary, be paid on Architect's Certificates from the architect in charge of said restoration, rebuilding or repairs for the expenses thereof and any surplus of insurance money remaining after the payment of such expenses and all said insurance monies if the PURCHASER fails to restore, rebuild or repair said premises may be applied by the SELLER on the last maturing installments of the indebtedness owing them hereunder. If the proceeds of the insurance when collected are not sufficient to pay in full the expense of such restoring, rebuilding or repairing the said premises, then they shall be used for such purpose only if the PURCHASER shall, within 60 days after the said damage shall have occurred, deposit with the SELLER additional funds which, together with the said proceeds of the said insurance monies, shall be sufficient to pay in full such expenses of said restoring, rebuilding or repairing the said premises, free of mechanic's liens, and if the PURCHASER shall fail to deposit such additional funds within said 60 day period, or having deposited such funds shall fail to carry on or complete such restoration, rebuilding or such repairs within reasonable dispatch. then upon such failure, the SELLER may apply the proceeds of the insurance monies to the last maturing installments of indebtedness owing it hereunder. Any restoration, rebuilding or repairs not as a result of a fire or any other kind of loss hereunder shall be done only in accordance with Paragraph 10 and the provisions of this contract. PURCHASER shall deposit with the SELLER on the date each installment payment is due, until the purchase price is paid in full, a sum equal to 1/12th of the yearly insurance premiums.

Property of Cook County Clerk's Office

6. FUNDS FOR TAXES, CHARGES AND PREMIUMS: In addition to the agreed installments, provided in Paragraph 2, PURCHASER shall deposit with the SELLER on the date each installment payment is due, until the purchase price is paid in full, a sum (hereinafter referred to as "funds") equal to 1/12th of the yearly taxes, and/or assessments which may become a lien on the premises, 1/12th of the estimated annual premiums for the insurance coverages required to be kept and maintained by PURCHASER, all as reasonably estimated by SELLER to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by SELLER in an institution that deposits of accounts of which are insured or guaranteed by a Federal or State agency. SELLER is hereby authorized and directed to use the funds for the payments of the aforementioned taxes, assessments, and premiums. SELLER shall, upon the request of PURCHASER, give the PURCHASER an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the SELLER for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds held by SELLER shall not be sufficient to pay all such charges as herein provided, PURCHASER shall pay to SELLER any amount necessary to make up the deficiency within 15 days from the date notice is mailed by SELLER to PURCHASER requesting payment thereof

SELLER shall not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessment and bills. Upon payment in full of all sums one hereunder, SELLER shall promptly refund the PURCHASER any funds so held by SELLER.

The PURCHASER shall be responsible for the payment of all utility bills, including water bills, from the date of the Initial Closing. The PURCHASER shall also be obligated to obtain any full payment certificates required by the City of Chicago or any other governmental agencies at the time of the final closing.

- 7. <u>CLOSINGS</u>: The initial closing shall occur on March 20, 1997. The final closing shall occur if and when all covenants and conditions herein to be performed by PURCHASER have been so performed.
- 8. <u>POSSESSION:</u> Possession shall be granted to PURCHASER at noon on March 20, 1997 (at the initial closing) provided that this Articles of Agreement for Trustee Deed has been executed by PURCHASER and SELLER, that the full down-payment minus has been paid to SELLER in cash or by cashier's or certified check on the initial closing date and is otherwise not in default hereunder.

Property of County Clerk's Office

The SELLER shall be entitled to all rents to and including March 31, 1997, and there shall be no proration of rents for the month of March, 1997.

- 9. USE OF PREMISES AND REPAIRS: The PURCHASER covenants and agrees that he will not use or permit any person to use said abovedescribed premises or buildings or improvements at any time situated thereon, or any part of said buildings or improvements, for any use or purpose in violation of the laws of the United States of America, the State of Illinois, or the ordinances or regulations of the City of Chicago or any Department thereof or any other lawful authority, to which said real estate is subject, and that until the entire purchase price shall be fully paid with interest as aforesaid and that Agreement fully performed by the PURCHASER, that he will put and keep the buildings and improvements at any time situated on said above-described premises in a safe, tenantable and good condition, order and repair, and will save and keep harmless the SELLER in said above-described premises from and against all liens or claims for lien or for material or labor or both and will not permit or suffer any liens to arise or accrue against said premises or the SELLER of the interest of the PURCHASER under this Agreement and will not suffer or permit any waste on or to said premises, not to do or permit to be done, anything to diminish the value thereof, and the PURCHASE further covenants and agrees to save, protect and keep harmless the SELLER against any loss, damage, cost or expense, by reason of any accident, loss or damage resulting to any person or property by reason of any use which may be made of said premises or of any improvements at any time situated thereon, or by reason of or accruing out of any act or thing done or permitted to be done or not done upon the said premises or any building at any time situated thereon.
- LIENS: The PURCHASER shall not suffer or permit any 10. mechanic's or other liens to accrue or attach to said premises, or SELLER'S interest therein. PURCHASER agrees that every contract for repairs to, the erection of improvements thereon or the altercation of said premises, or any part thereof, shall contain express, full and complete waivers (release or releases) of any kind and all liens, claims or rights of liens against said property, and no contract or agreement, oral or written, shall be entered into by PURCHASER for repairs, altercations or construction of improvements of said premises, unless the same contains such express waiver or release of lien or liens or claims therefore upon the part of the party or parties contracting to furnish work and labor or materials, or both, in connection therewith. repairs, alterations or construction of improvements on said premises shall cost more than \$2,500.00, a copy of each and every such contract and plans and specifications for such repairs, alterations or improvements shall be delivered to and approved by SELLER prior to letting of any such contract or contracts by PURCHASER. SELLER shall have the right to retain a copy of each

Property of County Clark's Office

contract, plan and specification so submitted to them. It is further made an express condition of this Agreement that no liens shall be virtue of any act or omission or commission on the part of the PURCHASER or anyone claiming by, through or under him, attach to said premises or the title or state of SELLER therein, and any and all persons or corporations dealing with PURCHASER shall be charged with notice of this condition.

- SELLER'S OPTION TO MAKE REPAIRS, ETC.: circumstances shall the SELLER be obligated to make any repairs, replacements or improvements of any kind whatsoever to the premises covered hereby or any part thereof or to pay, or reimburse the PURCHASER for any part of the cost thereof. However, in the event of the failure of the PURCHASER to keep said premises in good order, repair and condition as hereinabove provided, or to pay any taxes, assessments or other items which under the terms of this Agreement it 10 the obligation of the PURCHASER to pay or to keep, and maintain the insurance hereinabove provided for or to remove any lien or in the event of any other default by the PURCHASER in the performance of any of the terms, covenants and conditions herein contained on his part to be kept and performed, then the SELLER, may at their option, but without any obligation so to do and without prejudice to any of the rights of the SELLER arising in consequence of such default or failure, put the premises in a safe, tenantable and good condition, order and repair, pay such taxes, assessments and good water rates and other impositions or redeem same from any sale or forfeiture made because of the non-payment thereof, or pay any other items which under the terms of this Agreement is the obligation of the MIRCHASER to pay, and any sum so paid by the SELLER for any of the purposes aforesaid, shall become so much additional purchase price and shall be immediately due and payable in addition to the payments hereinabove provided for and shall bear interest at the rate of 20 percent per annum from the date of the payment thereof by the SELLER, viniil fully repaid by the PURCHASER, and then paying any such taxes or assessments or redeeming same from any sale or forfeitures made because of the non-payment thereof, the SELLER shall not be required to inquire into the validity of any such tax, assessment, sale, forfeiture or lien, provided, however, that nothing herein contained shall be construed as requiring the SELLER to advance or spend money for the taxes, special assessments or other impositions, or for any other purpose required hereunder to be paid or provided for by the PURCHASER. In case the SELLER shall acquire any tax title or prior lien involving the above-mentioned property, said SELLER may at their option assert said tax title or prior lien, prior to the rights of the PURCHASER hereunder, in the same manner as any other person or corporation, not a party hereto, might do.
- 12. ASSIGNMENT: No assignment or transfer by the PURCHASER of his interest or any part thereof in or under this Agreement shall be recognized by or binding upon the SELLER unless said assignment or transfer is approved by SELLER in writing, but no

Property or Coot County Clert's Office

such assignment by the PURCHASER of his interest under this Agreement (even with the approval of the SELLER) shall in any event or under any circumstance, relieve the PURCHASER from his obligations hereunder, and the PURCHASER shall remain primarily liable at all times and shall be and become jointly and severally liable with such assignee for the prompt and faithful performance of all the terms, covenants, and conditions herein contained on the part of the PURCHASER to be kept and performed. The PURCHASER will not sublet or lease said premises, or any part thereof for any purpose, except the rental of apartment units therein.

- 13. <u>VESTING OF TITLE</u>: No right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the PURCHASER until the delivery of the deed aforesaid by the SELLER, and until the full payment of the purchase price with interest as aforesaid and at the time and in the manner herein provided.
- 14. TITLE: Satisfactory evidence of title shall be submitted to and approved by the PURCHASER prior to the Initial Closing, including as evidence a current Letter of Commitment by Greater Illinois Title Company The SELLER shall not be required to furnish any further evidence of title upon delivery of the deed hereunder.
- 15. MODIFICATION: No extension, change, modification or amendment to or of this instrument of any kind whatsoever shall or will be made or claimed by the FUFCHASER, and no notice of any extension, change, modification or amendment, made or claimed by the PURCHASER, shall have any force or effect whatsoever except if the same shall be endorsed in writing on this Agreement and be signed by the parties hereto.

16. PRIOR MORTGAGES AND SELLER REFINANCING:

- (a) The SELLER reserves the right to keep in place any and all mortgages of Trust Deeds which presently encumber title to the premises; and
- (b) The SELLER may, at its sole option, until this Agreement shall be performed by PURCHASER, encumber and mortgage the aforesaid premises with new or additional mortgages not to exceed 95 percent of the balance due and owing SELLER from PURCHASER. The PURCHASER agrees to subordinate his interest in the real estate to said financing.
- (c) In the event the SELLER fails to make any mortgage payment when due, on a mortgage encumbering the Real Estate, the PURCHASER may pay same, and deduct the amount of such payment from the next payment(s) due hereunder.
 - 17. TITLE TO IMPROVEMENT: In the event of the termination of

Property of Coot County Clert's Office

this Agreement by lapse of time, forfeiture or otherwise, and said Agreement not being fully performed by PURCHASER, the real estate, and all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the PURCHASER shall belong to and be the property of the SELLER without liability or obligation on their part to account to the PURCHASER theretofore or for any part thereof.

POSSESSION, DEFAULT, FORFEITURE, ETC.: The PURCHASER shall have possession of the premises covered hereby and he may remain in possession thereof so long as he shall not be in default in making of any payments or in the keeping, performing or discharging of any of the terms, covenants and conditions by the PURCHASER to be kept and performed under the terms of this Agreement provided, however, that upon default by the FURCHASER in the making of any of the payments or in the keeping of any of the terms, coverants or conditions by the PURCHASER to be kept and performed under the terms of this Agreement, then the SELLER, at its option, provided that the SELLER shall give to the PURCHASER 30 days written notice of its intention to exercise such option and that the PURCHASER shall fail to cure said default during said 30 days, may (a) forfeit ind terminate this Agreement and declare the same null and void, without further notice and further act being done by the SELLER, or (b) may declare the entire balance of the purchase price hereunder, together with any unpaid interest thereon, immediately due and payable, and may forthwith proceed to the collection thereof by any appropriate proceedings. event of the forfeiture and termination of this Agreement as hereinabove in (a) provided, a filing, by SELLER, of Notice of Forfeiture in the Office of the Recorder of Deeds of Cook County, Illinois shall be deemed conclusive and all payments and deposits made by the PURCHASER shall be retained by the SELLER in full satisfaction and liquidation of all damages sustained, and as the reasonable value of the use and occupation of the premises by the Upon such forfeiture and termination, the PURCHASER shall lose the right to retain possession of the aforedescribed premises, and shall, without the service of any notice whatsoever upon the PURCHASER, (the PURCHASER hereby expressly vaives any and all notice under the statutes of the State of Illinois relating to forcible entry and detainer and any and all other written natice or right to notice), be conclusively deemed to be guilty of a facible detainer of possession by the PURCHASER, and upon the failure of the PURCHASER to give and surrender upon to the SELLER peaceful possession of the premises, the SELLER shall have the right to enter upon and take possession of said premises without notice and to remove therefrom all persons and their property; the holding of possession by the PURCHASER after making default as aforesaid and failing to cure said default within the 30 day period above provided for, shall in and of themselves, constitute a forcible detainer in the above-described premises. In the event of the commencement of any action or proceeding on the part of the SELLER at any time to foreclose the estate or interest of the PURCHASER

Property of Coot County Clert's Office

hereunder, in case the SELLER shall, as a matter of right, immediately and upon the institution of such proceeding be entitled to the appointment to a receiver for said premises and of the rents, issues and profits thereof and with such powers as the court making such appointment shall have the right to confer, and the PURCHASER shall pay all costs and charges, including reasonable attorney's fees incurred by the SELLER in any proceedings to which they may be a party or become a party by reason of this Agreement or in enforcing any rights thereunder. If any payment is ten days late, the PURCHASER shall be charged a late fee of five percent of the installment payment.

不可可以在院屋里是

- In addition, the SELLER reserves every other remedy given by this Agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of any right herein given.
- 19. LEGAL EXPENSE: PURCHASER shall and will pay the SELLER all costs and expenses, including reasonable attorney's fees, incurred by the SELLER in any action or proceedings to which it may be made a party by reason of being a party to this Agreement, and the PURCHASER will pay to the SELLER all costs and expenses, including reasonable attorney's fees incurred by the SELLER in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by them against the PURCHASER on account of the provisions thereor, and all such costs, expenses and reasonable attorney's fees may be included in and from and a part of any judgment entered in any proceeding brought by the SELLER against the PURCHASER on or under this Agreement.
- any installment being unpaid, or removal of a substantial portion of PURCHASER'S personal property with installments being paid, and, in either case, reason to believe PURCHASER has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by PURCHASER. In such event, and in addition to SELLER's remedies set forth in Paragraph 18, SELLER may, but need not, enter upon the premises and act as PURCHASER's agent to perform necessary decorating and repairs and to resell the premises cutright or on terms similar to those contained in this Agreement with allowance for then existing market conditions. PURCHASER shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and PURCHASER's interest therein shall thereby pass under this Agreement as a Bill of Sale to SELLER without additional payment by SELLER to PURCHASER.
- 21. <u>EFFECTIVE WAIVER:</u> The waiver by the SELLER of any covenants, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs,

Property of Cook County Clerk's Office

successors and assigns of the PURCHASER.

- 22. <u>SELLER'S ACCESS</u>: SELLER or its beneficiaries may make or cause to be made reasonable entries upon an inspection of the premises, provided that SELLER shall give PURCHASER notice prior to any such inspection specifying a reasonable cause therefore relating to SELLER's interest in the premises. In addition, PURCHASER shall, semiannually, supply SELLER with a current rent roll, certified by PURCHASER, along with an audited account of PURCHASER's books and records relative to the property.
- 23. NOTICE: All notices and demands hereunder shall be in writing rigned by or on behalf of the parties serving the same and sent certified or registered United States Mail with postage prepaid addressed to the PURCHASER at:

Home Life Services and Charles Gardner 146 West 83rd Street Chicago, IL 60620

and if to the SELLER, at:

Beverly Trust Company, T/U/T 8-9025 10312 S. Cicero Avenue Oak Lawn, IL 60451

or at such other address as any rarty may from time to time in writing furnish to the others in a manner herein provided.

- 24. TIME OF THE ESSENCE: Time shall be considered of the essence of this Agreement and of all the provisions hereof. No delay or omission of the SELLER to exercise any right or power arising from any default on the part of the PURCHASER shall impair any such right or power or be construed to be a waiver of any such default or an acquiescence therein by the SELLER.
- 25. BROKERS: PURCHASER and SELLER represent and warrant that the no broker was involved in this transaction. PURCHASER shall indemnify and hold SELLER harmless of and from any and all claims for commissions due relative to the sale of the property commonly known as 6537-39 South Drexel, Chicago, Illinois.
- 26. <u>SUCCESSORS</u>: This Agreement shall be binding upon and inure to the benefit or the parties hereto, their respective heirs, legal representatives, successors and assigns.
- 27. <u>CONSTRUCTION</u>: The captions and headings of the various sections or paragraphs of this Agreement are for a convenience only, and are not to be construed as confining or limited in any way to scope or intent of the provisions hereof. All words used in this Agreement, including the words "PURCHASER and SELLER", shall

Property or Coot County Clerk's Office

be construed to include the plural as well as the singular number and words used herein in the present shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

- 28. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.
- JURISDICTION: This Agreement shall be governed by the laws of the State of Illinois and venue shall be in Cook County, Illinois.
- This instrument is executed by TRUSTEES EXCULPATION: Beverly Trust Company, as Trustee under Trust Agreement dated September 10, 1990, and known as Trust No. 8-9025, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Beverly Trust Company, as Trustee under Trust Agreement dated September 10, 1990, and known as Trust No. 8-9025 hereby warrants that it possesses full power and authority to executed this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Trustee or on said Beverly Trust Company, as Trustee under Trust No. 8-9025, personally to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by PURCHASER and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the parties hereto have signed their names, the date and year first above written.

PURCHASER:

CHARLES GARDNER, individually

and as agent for

JOSEPH MILDICE

HOME LIFE SERVICES

BEVERLY TRUST COMPANY, not personally, but as Trustee under

Trust No. 8-9025, SELLER

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Baverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shell be asserted or enforced against THIS DOCUMENT PREPARED Beverly Trust Company because of or on account of the making or executing this document or of anything for rom contained, all such lia-

bility, if any being expressly waived, nor sh Hillar and Trust Company be c/o 3858 West 63rd Placeheld personally hable upon or in consequence of any of the covenants 60629 of this document, either expressed, or implied.

11

Property of Coot County Clert's Office

STATE OF ILLINOIS)
COUNTY OF C O O K)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ATRICAL HALPICON TRUST OFFICER of BEVERLY TRUST COMPANY and of BEVERLY TRUST COMPANY, personally known to me to the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3/ day of
NOTARY PUBLIC
My Commission Expires: OFFICIAL SEAL JA ESPOSITO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES TON 1/38 MY COMMISSION EXPIRES TON 1/38
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPRESS 10/11/38 MY COMMISSION EXPRESS 10/11/38

Property of Cook County Clerk's Office

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHARLES GARDNER, individually and on behalf of HOME LIFE SERVICES, personally known to me to the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN	UNDER MY	HAMD AND	OFFICIAL	SEAL	this	90°	day	of	
made	199	7.							

NOTARY PUBLIC

CH'S OFFICE

My Commission Expires:

PATRICIA J. LANE
THE FULLIO, STATE OF ILLINOIS
COMMESSION EXPIRES 5-25-97

9726至455

Property of Cook County Clerk's Office

PROMISSORY NOTE

CHARLES GARDNER hereby promises to pay to the order of
the principal sum of Ten Thousand
Dollars (\$10,000.00). CHARLES GARDNER shall pay One Thousand
Dollars (\$1,000.00) per month beginning July 1, 1997 for ten
consecutive months. All payments shall be due and payable on the
first of each month. This Promissory Note is secured by and is
subject to the Articles of Agreement for Trustees Deed dated March
20, 1997 for the property commonly known as 6537-39 South Drexel,
Chicago, IL, PIN 20-23-114-015. No interest shall be due and
payable if all payments are paid on the first of the month
beginning July 1, 1997 for ten consecutive months. If said
payments are not timely made, default interest in the amount of
eleven and one-half percent (11-1/2%) shall accrue.
DATED: March 20, 1997
CHARLES GARDNER
CHARLES GARDNER

A STATE OF S

Property of Cook County Clerk's Office

DEPT-01 RECORDING

T\$0011 TRAN 6579 04/16/97 13:35:00 \$3384 \$ ★F *-97-264145 COOK COUNTY RECORDER

\$44.00

DEPT-10 PENALTY