"TOTAL IS MATIONAL TITLE be-

| CHAIDS COMME O MAIN STORY OF MAIN AND AND AND AND AND AND AND AND AND AN  | r Propinsky ner Strauty of Statemen.    |                                    |
|---|---|------------------------------------|
| AGREEMENT, made this _23rd_day of January 97334   | 1026 2950                               | ., 19. <u>97</u> ., between        |
| Thomas Clark and Mancy Clark, his wife  | 026                                     | , Seller, and                      |
| Andrew Blythe   | M                                       | , Puntiaser:                       |
| WITNESSETH, that if Purchaser shall first make the payments and performants and agrees to convey to Purchaser in fee simple by Seller's | em Purchaser's covenants herei          | inder, Seller hereby<br>recordable |
| estably deed, with waiver of homestead, subject to the matters hereinafte  #ill described as follows:                                   | er specified, the premises situal<br>s: | led is the County of               |

The East 1/2 of the South 1/2 of the East 1/2 of the West 1/2 of Section 18 Township 33 North, Range 15, East of the Third Principal Meridian in Washington Township, Will County, Illinois.

|  | C. O IMPROPER TITUE                      |
|--|--|
| Personnent (ex) Estate Index Number(s): 23-18-309-901                                    | THESE FIRST NATIONAL                     |
| Address(cs) of premises: Rural Route, Will County Illinois                               | SUITE 573                                |
|  | CHICAGO, IL 60272                        |
| and Seller further a ge is to furnish to Purchaser on or before Enhruary 5.              | , 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    |
| Historia for meachermable she succeed spile columning manufactualistics in facilies much |  |
| same fire the fire of the same and agrees to pay to                                      | Seller, at such place as Seller may from |
| time to time designate in willing, and until such designation at the office of Leanax    | <u>d D. Walberg, 15525</u>               |
| - 0  | DEFT-01 RECORDING \$29.50                |
| South Park Ave., South Rolland, IL 60473   | 7\$0010 TRAN 7886 05/12/97 16:00:00      |
|  | CUID. COUNTY DEPORTS                     |
| the price of \$200,000,00  | 926.00                                   |
| LANGERS AT LIPE RESIDENCE POROWERS, EX-WIT;  |  |
| \$2,000.00 down and then monthly payments principal                                      | and interest of \$1,452.88               |
| commencing March 1, 1997 (which constitutes a payme                                      | nt as if                                 |
| amortized over a 30 year period) with a balloon at                                       | the end of 5 years or                    |
| February 1, 2002.  |  |
| with interest at the rate of 8% per cent per annum proble monthly                        |  |
| on the Whole was remaining from time to time whents.                                     |  |
| Possession of the premises shall be delivered to Purchaser on the Closing re             | lative to farmland and                   |

Dec. 3, 1997 as to residence provided that Purchaser is not then in default under this agreement.

Rents, water taxes, insurance premiums and other similar items are to be edjusted pro rate as of the date provided herein for delivery of possession of the premises. General taxes for the year 19 \_ 97 (re to be prorated from January I 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.

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 1996—and subsequent years and all taxes, special excessments and special excessments heretofice levied falling due after date hereof; (c) the rights of all pravass claiming by, through or under proceed excessments of record and party-walls and party-wall agreements, if any; (c) bulling, building line and use or occupancy restrictions, conditions and overnants of record, and building and zoning laws and ordin mees; (f) roads, highways, streets and alleys, if any;
- 2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special are ments 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 sepairs 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\_\_\_\_\_\_ per cent per annum until paid.
- 4. Purchaser shall not suffer or permit any mechanic's lien or other Len 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, or at 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 transferce 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.
- 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.
- It. Ho extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be stade 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 herein.
- 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 empaid hereunder, which insurance, together with all additional or substituted insurance, shall require all stayments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.

An time of the failure of Purchases to make any of the payments, or any part thread, as perform <u>one of B</u>archases's tests becounder, this agreement thall, as the option of Seller, be forfested and determined; and Pilichases shall forfest all earls made on this agreement, and such payments shall be religiously by Seller in full smisfaction and as liquidated damages floreus hand; and Seller chall have the eight to so enter and take passession of the premises of othersigh. and take por wice of the pr 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 would and be so conclusively determined by the filing try Seller of a written declaration of forfeiture hereof in the Recorder's office of sax! County. 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. 14. Therefores chall you as Saller all costs and expanses, including atternay's fees, inserted by Saller in any estimate proceeding to which Seller may be made a party by reason of being a party to this agreement, and Puzzhaner will pily to Saller all costs and expenses, including atterney's fees, incurred by Seller in enforcing one of the covenants and provisions of this agreement and incurred in any action brought by Seller against Furchaser on account of the provisions hereof, and all such costs, expenses and atterney's fees willy be included in and form a part of any judgment entered in any proceeding brought by Seller against Furchaser on account of the provisions hereof. 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 breath, 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 processe any and every such remedy, comemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right berein given. the Purchaser / we by invocably quantitates any elections of accord, in Purchaser's mane, on default by Purchaser of any of the coverants and agreements herein, to enter Purchaser's appearance in any court of moverly agree process and service thereof the coverants and agreements herein, to enter Purchaser's appearance in any court of moverly agree process and service thereof the costs of such suit, including reasonable appropriates, and to suive all errors and right of appeal from such judgments; Parchaser hereby expectly Waiving all right to any notice or demand under any statute in this State with reference to such such a first of the more than one person show designated as "Purchaser" the power and authority in this purchaser of girls as a power and authority and severally. 17. If there he more than one priorn designated herein as "Seller" or as "Purchaser", such word or words wherever used seein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as phual. 18. All notices and demands becound(r s) at he in writing. The mailing of a notice or demand by registered mail to Seller at 1314 Isabel, Sanibel, Plorida of to Purchaser at \_\_\_\_\_\_, or to the last known address of either party, shall be sufficient service thereot. (m) notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. 19. The time of payment shall be of the essence of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties. 20. Seller warrants to Purchaser that no notice from any city, witage or other governmental authority of a dwelling code violation which existed in the dwelling structure before the describing of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of mirror otract. 21. If any provision of this agreement shall be prohibited by a levelid under applicable law, such provision shall be effective to the extent of such prohibition or invalidity, without invalid a ring or affecting the remainder of such provision or a remaining provisions of this agreement. ælicuti IN WITNESS WHEREOF, the parties to this agreement have hereunto (et/heir hands and seals in duplicate, the day and vest fiest above written. Sealed and Delivered in the presence of (SEAL) Charles Black (SEAL) Blok his attends were (SEAL) (SEAL) \* SEE ATTACHED LETTER 97334026 07 MADE A PART This AGREE MENT <u> 145</u> 70 MAR PARA.'S 11 MAIL TO: RUBERT BLYTH 53 W. JACKSON, #426 Il. CHICAGO CECRGE E. COLE \*\*\*\*\*\*\* on within following In Catalog

#### RIDER TO INSTALLMENT AGREEMENT

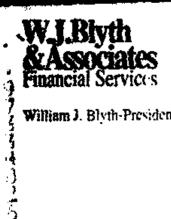
22. The following items of personal property are specifically included: refrigerator, stove, microwave, dishwasher, garbage disposal, all window covering and all carpeting.

べっ ゆうべいかりから

- 23 The tenant farmer leasing the farm is Ashley Sons who resides at 849 Indiana Ave, P.O. Box 359, Backler, Il 60401.
- 24. It is the uniterstanding of the parties hereto that the tenant farmer will be permitted to farm the real estate in question during the 1997 growing season.
- 25. The Seller, by the executing of this contract, assigns all of their interest in and to the 1997 rem due from the tenant farmer to the perchaser herein; the rent is \$975.00 payable May 1997 and \$975.00 payable in November 1997.
- 26. Sellers shall have until New Years Eve 1997 to remove personal property from the house and or the barn. The Purchaser further understands that no tent will be due therefore.
- Seller shall pay the Real Estate taxes on the property for 1996 valen issued by the appropriate tax authority in 1997 and shall show proof to the buyer that taxes have been paid.

97334026

Property of Cook County Clark's Office



William J. Blyth-President

January 29, 1997

Leonard D. Valberg 15525 South Park Avenue South Holland, Physis 60473

Tom and Nancy Utark to Andrew Blyth Rc:

Dear Mr. Walberg:

This letter is to confirm our acceptance of the contract, with three small changes, which your office faxed to me on January 23, 1997. The monetary terms are accepted as written.

Change number one is in Section 11. We wish to change Section 11 to read as follows:

In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of the Purchaser's covenants hereunder, this agreement shall, at the option of the Seller, be terminated by Seller. Seller shall give notice to Purchaser of the default and decision to terminate the contract. Purchaser shall have 30 days to correct any default. Purchaser may pay 1 Her in full during this 30 day period. Purchaser shaft additionally have the right to pay Seller the remaining principal amount due at any time during the lifetime of this contract without peculty. Seller shall convey the property to Purchaser when he is paid in full.

Change number two is that Section 14 should be deleted and changed to the following

In the event of any litigation arising out of this agreement the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses.

Change number three is that section 16 should be deleted.

the closing date will probably be modified to when the weather gets better and Torn decides to come up North from the Florida Keys. Andrew Blyth will sign the contract when be gets back from scaha diving in Mexico. (We must be doing something wrong by working in this cold weather.)

53 West Jackson Boulevard, Suite 620 • Chicago, II, 60604 (312) 986-9500 • (312) 986-9584 Fax Securities Offered Through Securities America, Inc. Member NASD and SIPC William J. Blyth, CFP-Registered Representative

William J. Blyth-Presic at

Page 2.062

Andr. On the has previously sent a check for \$2,000,00 to Mr. Clark. The carnest money does not be to be placed into an interest bearing account. We can close in your effice or a south suburbai. Title office. Please send me a copy of the Title report when it is ready. Please bring the ordered in the betract or current survey showing the approximate dimension of the property which is being conveyed. The survey or abstract should also show where the buildings are on the land and a here any water lines, septic tanks or wells, electrical and gas lines are located and what easements run with the land.

At closing Seller shall provide Purchaser with a credit for any real estate transfer taxes. due upon the recordation of the deed. Upon delivery of the deed, it shall be the responsibility of Purchaser to pay such taxes. Either party shall have the right to record this contract. DE CORTO

Very Truly yours.

Paper F. Blank

Robert F. Blyth

ANDRES BLYTH 10-3. S. CLAREMONT CHICAGO JC 606-13

1. hor 773. 881-0823

Property of Coot County Clert's Office

97334026