

SANA FINANCIAL, INC.

ARTICLES OF AGREEMENT FOR SPECIAL WARRANTY DEED

AGREEMENT, made this 20th day of July, 1998, between SANA Financial, Inc., a Illinois corporation, located at 375 W. 83rd Street, Burr Ridge, Illinois, as Seller, and Amjad Mahairi ~~And Rana Shuayb, His Wife,~~ Buyer(s). Seller agrees to sell and Buyer agrees to purchase at the purchase price of five hundred one thousand three hundred eighty and 0/100 (\$501,380.00) the property commonly known as 819 E. Windfal, Schaumburg, Illinois 60173, and legally described as follows:

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Sana
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LOT 19 IN BLOCK 4 IN ESSEX CLUB SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

(hereinafter referred to as "the premises") with approximate lot dimensions of 97' by 170', together with all improvements and fixtures, including but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, wall to wall carpeting; refrigerator, existing storm and screen windows and doors; attached shutters, shelving, T.V. antenna; all planted vegetation and the following items of personal property, Per Contract Between Purchaser And Prudential Relocation Services, Dated

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Purchaser by a Bill of Sale at the time of final closing.

1. THE DEED:

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer or his nominee, by a recordable, stamped special warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable at the time of the initial closing; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) any and all liens, encumbrances and/or charges against the property caused by, created by, or arisen as a result of the action of Buyer

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be condition precedent to Seller's obligation to deliver the deed aforesaid.

c. At the time of the initial closing, Seller shall cause an executed deed to be placed in escrow with its attorney to be delivered to Buyer(s) upon performance of all the covenants and conditions herein to be performed by Buyer.

2. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at Burr Ridge, Illinois or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price payable in the manner following to wit:

a. Buyer has paid ten thousand and no/0 dollars (\$10,000.00) by certified check as earnest money to the broker for the previous owner of record. Buyer assigns to Seller said earnest money deposit to Seller, which sum is to be applied by Seller to the purchase price in this Agreement;

b. Prior to the time of the initial closing, the additional sum of three hundred eighty-five thousand and no/0 dollars (\$385,000.00) plus or minus (1) prorations from the previous owner, (2) closing costs and (3) expenses incurred by Seller, if any.

c. The balance of the purchase price, to wit: one hundred six thousand three hundred eighty and 0/100 (\$106,380.00) to be paid in equal monthly installments of eight thousand eight hundred sixty-five and 0/100 (\$8,865.00) each, commencing on the first day of August, 1998, and on the first (1st) day of each month thereafter until the purchase price is paid in full ("Installment payments");

d. The final payment of the purchase price and all other charges as hereinafter provided, if not sooner paid, shall be due on the first day of July, 1999;

e. All payments received hereunder shall be applied in the following order of priority: first, to pay, before delinquent, all taxes and assessments which, subsequent to the date of this Agreement, may become a lien on the premises; second, to pay insurance premiums falling due after the date of this agreement; and third, to reduce said unpaid principal balance of the purchase price;

f. In addition to the foregoing payments, Buyers agree to make additional monthly payments equal to 1/12 of the annual real estate taxes, assessments and insurance premiums as determined annually from the last available tax bills and existing insurance. As of the date hereof the monthly amount for taxes and insurance shall be \$575. Said amounts shall be paid at the times and places aforesaid. Buyer shall receive 45 days advance notice of any change in the amount of payments as determined by Seller in accordance with the foregoing.

3. CLOSINGS: The "initial closing" shall occur on July 20, 1998 (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at Burr Ridge, Illinois. "Final Closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

4. POSSESSION: Possession shall be granted to Buyer on July 20, 1998 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 check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder. Seller makes no representation regarding the physical condition of the premises. Buyer acknowledges that he is satisfied with the physical condition of the premises and the condition of title to the premises as shown to him on or before the initial closing.

5. SURVEY: At the initial closing, Seller shall deliver to Buyer or his agent a spotted survey, if any, delivered to Seller, in Seller's purchase of the subject premises. The parties acknowledge for the purposes of this Agreement that Seller has on or about the date of the initial closing purchased the subject premises for the sole purpose of selling the same to Buyer. Seller shall have no obligation to deliver any survey over and beyond that given to Seller at its purchase of the subject premises.

6. TITLE: (A) Seller shall furnish or cause to be furnished to Buyer the title commitment tendered to Seller from the previous owner of record. Said title commitment shall be issued by a title insurance company licensed to do business in Illinois, to issue a title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer. Buyer acknowledges that issuance of a title policy to Seller shall be sufficient evidence that Seller has good title, and

Buyer agrees to accept the same as proof of good title. Buyer shall incur the cost of any title policy so issued.

(B) If the title commitment discloses unpermitted exceptions, the owner from whom Seller is purchasing the premises shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Seller may terminate the contract between the parties and all monies paid by Buyer hereunder shall be refunded, less the costs incurred by Seller and fees assessed to Buyer by Seller.

(C) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(D) Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence hereof, except that Seller shall remove any exception or defect not permitted under paragraph 8: (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

7. AFFIDAVIT OF TITLE: Seller shall deliver to Buyer at or prior to the initial closing an Affidavit of Title from the previous owner of record of the property, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance. Buyer acknowledges that Seller makes no warranty to Buyer regarding any claims or clouds on title prior to the time Seller came into title to the subject premises, nor does Seller make any warranty to Buyer regarding any claims or clouds on title arising as a result of any act or omission on the part of Buyer. Seller agrees to cooperate with Buyer or its representative in the event any claim is made against the prior owner of record. Buyer shall have no right of action, and hereby waives any right of action at law or equity, against Seller.

8. PRORATIONS: Seller shall give proration credits to and assess proration charges to Buyer in a amount equal to any such credits or charges received by Seller at the time of its purchase of the subject premises. Buyer shall receive no other further proration credits at the time of the initial closing or at the time of the final closing. After the time of the initial closing, Buyer shall be obligated for the payment of all real estate taxes and other charges and liens against the subject premises.

9. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow, anything in this Agreement to the contrary notwithstanding, delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow, shall be paid by the Buyer.

10. SELLER'S REPRESENTATIONS: (a) Seller expressly MAKES NO warranty to Buyer regarding the existence of dwelling code violations nor regarding receiving any notices from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed.

(b) All real and personal property covered by this agreement is being sold on as "as is" basis, and Seller makes no warranties or representations as to working order or fitness for a particular purpose. It is agreed, however, that any

such warranties or representations that may be made of or by the previous owner of record will run directly to and inure to the benefit of Buyer, to the extent permitted by law or agreement between the previous owner of record and Buyer.

11. BUYER TO MAINTAIN: 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 and not of limitation, interior or exterior painting and decorating; window glass; heating, ventilating and air conditioning equipment; 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 may either (a) enter same, himself, 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 paragraph 19), 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.

12. FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer by the previous owner of record 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 the personal property, fixtures or equipment shall be removed from the premises without prior written consent of the Seller.

12A. INSURANCE Buyers assume all risk and responsibility for any accident, injury or damages to persons or property, as to themselves or others, on or about the premises occurring subsequent to the date of possession and agree to hold Sellers harmless from any and all liability therefrom, including reasonable attorneys' fees and court costs. Buyers shall at all times during term of this Agreement:

a. Keep the improvements on the premises constantly insured with an insurance company or companies licensed to do business in the State of Illinois against loss by fire with extended coverage for a sum not less than its full insurable value, loss, if any, to be payable to the parties hereto. At the option of Buyers, such proceeds shall be applied to the repair or replacement of the premises; any proceeds not so used shall be applied on the balance due hereunder. "proceeds shall mean the gross amount paid under any such policy less any expenses with Sellers may incur to obtain any payments under such policies.

b. Obtain and keep in effect public liability insurance, naming the Sellers and any mortgagee as additional insured with a company or companies licensed to do business in the State of Illinois in an amount not less than \$250,000 per person/\$500,000.00 per accident for injuries arising out of one accident and \$100,000 for property damage. Said policy to cover any commercial activity conducted by the buyer on the premises.

c. Copies of the insurance policy or policies shall be deposited with Sellers together with proof of payment of the premiums thereon when due.

13. TAXES AND CHARGES: 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, homeowner 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 therefore.

14. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3,

Buyer shall deposit with the Seller on the day such installment payment is due, or if provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Buyer shall be deemed to be in breach of this agreement if Buyer fails to make the deposits required hereunder more than 30 days after first becoming due.

The funds shall be held by Seller in an institution the deposits or 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 payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer 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 together with the future periodic deposits of such funds payable prior to the due date of aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as cash to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

15. BUYER'S INTEREST: (a) Buyer shall have an equitable interest in the property proportionate to the amount Buyer has paid and has been credited under the terms of this agreement to the total purchase price of the property. (b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

16. EXTENSION-CHANGE-MODIFICATION. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Buyer, and no notice for any extension, change, modification or amendment, made or claimed by Buyer, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties hereto.

17. LIENS/IMPROVEMENTS/WASTE: (a) Buyer shall not suffer or permit any mechanics' lien judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy and every such contract shall be promptly delivered to Seller.

(c) Buyers agree to and shall keep the premises and the improvements thereon in a good state of repair and will maintain the same in as good condition as on the date of possession and will commit waste or allow the same to deteriorate. If Buyers fail to make any necessary repairs or to undertake necessary maintenance or suffer or commit

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waste. Sellers may, but shall not be required to, make such repairs or maintenance or eliminate such waste and the cost thereof shall immediately be paid by Buyers, failing such costs shall be added to the contract balance due hereunder and shall be deemed to be a default of the terms of the agreement by Buyer. Sellers shall, at reasonable times and upon reasonable notice, have the right to inspect the premises to determine compliance herewith.

(d) Since the Seller maintains an interest in the property until fully paid, it shall have the right to inspect the premises and to make needed repairs if the Buyer fail to do so.

(e) Buyers shall make no improvements on the premises nor make any structural modifications or remove any improvements from the premises without the written consent of Seller, which consent shall not be unreasonably withheld.

18. PERFORMANCE: (a) 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 (ten) 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 thirty (30) 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 reinstate as provided in that Act.

(b) 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.

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

(d) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

19. DEFAULT, FEES: (a) 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 defending any proceedings as a result of the acts or omissions of the Buyer.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, separate and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgement for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

20. ADJUSTMENTS TO PRINCIPAL BALANCE: Buyers agree that any attorney's fees, court costs, expenses, delinquent real estate taxes or assessments or other liens paid by Sellers for which Buyers are liable or which Sellers incur to protect their interest in the premises by reason of acts or inaction of Buyers shall be added to the principal due. Such items shall become due and payable upon Seller's demand. Any such items properly the liability of Sellers paid by Buyers shall reduce the principal balance due hereunder, or, at Buyer's option, such payments may be used to

set off the monthly obligations hereunder as they become due.

21. **DECLARATION OF FORFEITURE:** In the event this agreement shall be declared null and void by Seller on account of any default, breach or violation by Buyer 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 the County wherein the premises is situated. Seller shall comply with all Statutes of the State of Illinois.

22. **COST-EXPENSE-ATTORNEYS FEES:** Buyer shall indemnify Seller against any loss or liability incurred and shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action of proceeding to which Seller may be made a party by reason of being a party to this agreement, and Buyer 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 Buyer on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in any form a part of any judgment entered in any proceeding brought by Seller against Buyer on or under this agreement.

23. **NONEXCLUSIVE REMEDY:** 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.

24. **NOTICES:** All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

25. **SELLER'S ACCESS:** 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.

26. **ASSIGNMENT:** The 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 provisions 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.

27. **FINAL CLOSING:** Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Buyer shall pay the amount of any stamp tax then imposed by State, County or local law on the transfer of title to Buyer. Seller, at Buyer's option and expense, will cause to be delivered a title insurance commitment. Buyer shall pay for any Owner's policy for title insurance requested by Buyer.

28. **TITLE IN TRUST:** (a) In the event that title to the premises is held in or conveyed into a trust prior to the initial

closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein as Exhibit A.

(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all the rights, benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee to perform such obligations and duties as such persons or the beneficiaries may not under the terms of the Trust Agreement do or perform themselves directly.

© If, at the time of execution of this Agreement, title to the premises is not held in trust, Seller agrees that upon the written request of the Buyer any time prior to the final closing, Seller shall convey title into a trust and comply with subparagraphs (a) and (b) of this paragraph with Buyer paying all trust fees and recording cost resulting thereby.

29. RECORDING: The parties shall records this Agreement or a memorandum thereof at Buyer's expense.

30. RIDERS: The provisions contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

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

32. PROVISIONS SEVERABLE: The lack of enforceability or the invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

33. BINDING ON HEIRS. TIME OF ESSENCE: This agreement shall insure 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.

34. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated "Seller" or "Buyer" 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.

35. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Buyer shall be delivered to the Seller or its attorney on July 20, 1998; otherwise at the Seller's option this Agreement shall become null and void and the earnest money, if any, less any application fees assessed to Buyer by Seller, shall be refunded to the Buyer.

36. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction.

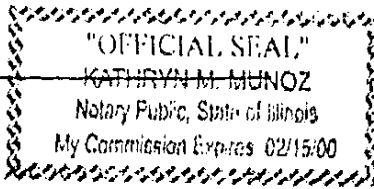
37. Entirety of Agreement: This contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, WARRANTY, OR COVENANT exists outside of this Contract.

In Witness Whereof the parties to this Agreement have hereunto set their hands and seals in duplicate on the day hereinafter set forth.

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Commission Expires:



Kathryn M. Munoz
Notary Public

This instrument prepared by:

Gregory Abdullah Mitchell

166 W. Washington Street Suite 560

Chicago, Illinois 60602

WILL TO:

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