3. INSTALLMENT PURCHASE: fluyer itereby coverants and agic of to applie at 7535 S. Perdinand. Bridgeylem. IL 60455 b. The performance of all the covenants and conditions between to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aloresaid.

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(c) The balance of the purchase price, to wil: \$ 66,000,00 leupa al bied ad of. (d) At the time of the initial closing, the additional sum of \$ ----spanion in and b oraginary if any, as its marginaliter provided; money to the applied on the purchase price. The earnest money shall be held by \perp for the misself benefit of the parties concerned; Lot applicable

("installment payments"); ***12. 202, 1 2 0.21) commencing on the month of the police is paid in full 19 E day of Azenuer

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as here wather movided, if not sooner and shall be due on the later of December. paid shall be due on the lat day of December

(e) All psyments received hereunder shall be applied in the following order of printity: (first, to interest accrued an awing on the date of the paid entering balance of the purchase price; second, to pay before ulclinquent all taxes and assessments which subset are not not the premiter; third, and to pay insurance premiums falling due after the date of the date of the purchase price; and the printity is in reduce and unpaid printipal balance of the purchase price;

extended by ceason of subparagraph B (b) at 7725 W. 159th Street. Tinley Park. IL. "Linal closing" shall occur If and when all covenants and conditions herein to be performed by Buyer have been so performed. it sish bies daidw of yne it alte ailt no tol . 76 21, 4. CLOSINGS: The "Initial closing" shall occur on Dec. 30th. (9) Tayments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the residual to take

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on the full of Seller in cash or by cashier's or certified check on the full any has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such mittal closing date is otherwise not in default hereunder.

notes received thereby). No mortgage or cust deed placed on said premises including any such prior mortgage oball in any way accelerate the current threeby. No mortgage or cust deed placed on said premises include this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor thall such mortgage or its and in any way restrict the right of prepayment, if any, given to theyer under this Agreement. As the reserves the right to keep or place a mostgage of the price unorgage") against the title to the premises with a balance in the right to exceed the balance of this Agreement, the field of which prior is a single that the exceed the balance of this Agreement is recorded, be prior to the interest that they may have in the premises, and the field they may have in the premises, and the field of the field of the interest that they are not the field of the 4, PRIOR MORTCACES:

(c) where shall from thine to time, but not less frequently than once each year and anythme fluyer has reason to believe a default may ex-

1 12 as Albo 1940 of 20 albo He is told a galso letitofolish of 1010 of 1010 as Albo 1941 of 1 (c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall stalter or permit the obligation, to be ach or default in the term of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to be met a prior mit and to default and to offset the amount so paid or expended including all incidental cours, expenses and attochold payments or cure such default and to offset the amount so paid or expenses and attochold including all incidental cours, expenses and attochold including all incidental cours, expenses and attochold includent the priority of the pr

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2. THE:

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be lumished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lieu Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue a contact purchaser's 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, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (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.

(b) If the file commitment discloses impermitted exceptions, the Seller shall have thirty [30) days from the date of delivery thereof to have the said exceptions waived, or to have the file 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 fads 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 Buyer may terminate the contract between the parties, or may elect, upon notice to the purchase pure, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer bereinder shall be refunded.

(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) If a Special Lax Search, Lien Search, a Judgment Search or the title commitment disclose Judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and aff earnest money shall be forleited by the Buyer.

te) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the pemises as shown to him on or before the initial closing. Sellice shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception of defect not permitted under paragraph 8 (a) resulting from acts done or survival by, or judgments against the Seller between the Initial closing and the final closing.

9. AIP DANIE OF THEE 5: Her shall furnish fluyer at or prior to the Initial closing and, again, prior to final closing with an Affidavit of File, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted in options, it any, as to which the title insurer commits to extend insurance in the manner specified in paragraph B. In the event title to the nor cety is held in term, the Affidavit of File required to be furnished by Seller shall be signed by the Tustee and the beneficiary of an activation of said Irust. All parties shall execute an "ALTA Coan and Extended Coverage Owner's Policy Statement" and such other duc in one as are customary or required by the issuer of the commitment for fittle insurance.

10. HOMEOWNER'S A'SOCIATION:

(a) In the event the primites are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial clusting, furnish that is a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable proof of waiver or termination of any right of first refusal or general uption contained in the declaration or hylaws together with any off or comments required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

th) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of ..., applicable association.

11. PROBATIONS: Insurance premisms, general large, association assessments and, if final meter readings cannot be obtained, water and other utilities shalf be adjusted ratable. Of the date of imital closing, Real estate taxes for the year of possession shall be prorated as of the date of imital closing subject to reprotation upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date or in the date of the first installment payment shall be a principle credit in lavor of the Sellec.

12. ISCRONY CLOSING: At the election of School 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 of the conveyance contemplated hereby shall be made through escrow with a title company, bank or office institution or an attorney lice need hereby shall be infected in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agree men, for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow incir do g an ancillary money lender's escrow, shall be paid by the party requesting

13. SELLER'S REPRESENTATIONS:

Tay Seller expressly warrants to Buyer that no notice 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, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

the Seller represents that all equipment and appliances to be conveyer, including but not limited to the following, are in operating conditions all mechanical equipment; heating and cooling equipment; water heaters and sollenest; septic, plumbing, and electrical systems; bitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deliciency shall promptly and at Seller's earlier's correct the deliciency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SECONDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO IT! BUYER AND THE SELLER SHALL HAVE NO TURTHER RESPONSIBILITY WITH REFERENCE THERITO.

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Duyer shall be removed from the premises at Seller's expense before the date of initial closing.

14. BUYER TO MAINITAIN: Buyer shall keep the Improvements on premiter and the grounds in as get repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and the grounds in as get repair and condition as they now ple and not of limitation, interior and exterior patieting and decorating; window glass; heating, which her and all conditioning equipment; plumbing and electrical systems and fixtures; root; 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 theyer. Seller may of her (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this A greement of an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place sale premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase or color the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition in the premises, the make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice (except as it otherwise provided in paragraph 21), 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.

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

IG. INSURANCE

18. INSURANCE:

(a) Buyer shall from and after the time specified in paragraph 5 for possesion keep insured against loss or damage by fire or other causaly, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners form 3 [13], 0.37] and, also, flood insurance where applicable, with reverage not less than the balance of the purchase price hereof texcept that if the full Insurable value of such improvements is fess than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee of trusties, if any, as their interests may appear; such policy or policies shall be held by Seller, and fluyer shall pay the premiums thereon when the

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

17. 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 bereafter levied or assessed or charged against the premises of any part thereof or any improvements thereon, including those heretofore due and to turnish Seller with the original or duplicate feedings. part there therefore,

18. FUNDS FOR TAXES AND CHARGES: In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Setter on the day each installment payment is due, or if none are 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 dierein referred to as "funds") reput to one-twellth of the yearly taxer assessments which may become a lien on the premises, and the estimated annual premisms for the insurance coverages required to be a kept and maintained by fluyer all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior

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JNOFFICIAL COPY 103179 (sage 3 of 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 alorementioned 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 luture periodic deposits of such funds payable prior to the due date of the 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 a cash refund to Buyer or a credit toward Buyer's sture 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 deliciency within 30 days from the date notice is mailed by Seller to Buyer requesting payable trend. ment 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.

19. BUYIR'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the pemises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forleiture 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.

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(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 superfor to the rights of the Seller.

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

21. PERFORMANCE:

(a) If theyer (1) defaults an failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such orbitals is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement have any 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 temedies in addition to all other rights and remedies provided at law or in equity; (f) maintain an action for any unpaid or hallments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and regain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender poss sain, maintain an action for possession under the forcible thirty and Detainer Act, subject to the rights of Buyer to reinstate as provided and Act.

10. A salditional against in the pagest of default. There assigns to Seller all unpaid rens, and all cents which account the regainer, and (i) Adv.

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

(c) If default is based upon the failure to pay taxe, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amount six all become immediately due and payable by Buyer to Seller.

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

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

22. DEFAULT, FEES:

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

legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer or Seller shall be distinct, septing and cumulative, and the use of one or more thereof thall not exclude or waive any other right or remedy allowed by law, unless the discally waived in this Agreeent; (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 slimitar or different breach or default; the payment or acceptance of money after it falls the after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereum's, or after the service of any notice, or after commencement of any suit, or after linal judgment for possession of the premises shall not rejust to, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

21. NOTICES: All notices required to be given under this Agreement shall be construed to nice, notice in writing signed by or on behalf premises, Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or reneval of the substantial portion of Buyer's personal property with installments being gaid, and, in either case, reason to believe Buyer has sacate in peremises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by duye. In such event, and in addition to Seller's remedies set forth in paragraph 20. Seller may, but need not, enter upon the premises and act. I fluyer's agent to perform necessary decorating and repairs and to re-sell the premises quiright or on terms similar to those contained it. this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's Interest therein shall thereby pass under this Agreement as a bill of sale to seller without additional oayment by Seller to Buyer. ditional payment by Seller to Buyer.

75. 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.

76. CALCUALATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the fast day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transler, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor subjet 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, leasee or sub-leases, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Allidavit 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, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discover and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from stime-due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by fluyer's mortgage lender, if an appoint epayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which are to the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the first of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the first of the conditions of the payment of the prior mortgage and the first of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the first of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the first definition of the prior mortgage and the first definition of the pri

The event that tile to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed by per when propriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall much base, the names and addresses of each and every beneficiary of and person with a power to direct the Tile

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(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 of the rights, benefits, obligations and duties by the Selfer 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.

(c) II, at the time of execution of this Agreement, title to the premises is not held in a trust. Seller agrees that upon the written request of the Buyer any time prior to the linal closing. Seller shall convey little into a trust and comply with subparagraphs (a) and (b) of this paragraph 29 with Buyer paying all trust fees and recording cost resulting thereby.

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

31. RIDERS: The provision 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.

32. CAPTIONS AND PRONOUNS: The captions and fleadings of the 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 the restricted to the provisions hereof. be freely interchangeable.

33. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid

34, BINDING ON HEIRS, TIME OF ESSENCE: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer. Time is of the essence in this Agreement.

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

36. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly executed by the Seller and his spouse, if any, or if Seller is a Justee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before December 30ch, 19 97; otherwise at the Buyer's option this Agreement shall become null and void and December 30th, the earnest money, if any, shall be refunded to the Buyer.

NOT APPLICABLE	rrant that no real estate brokers were involved in this transaction other than E
and	
Seller shall pay the broke agr commission of said brokerts) in a	: accordance with a separate agreement between Seller and said broker(s) at
IN WITHESS OF the partie, nereto have hercunto set their l	hands and seals this 30th day of
SELLER: Jana Alle	BUYER
Landelan California	3814 W. 584 PL., CHICAGO, IL 600
Jose A. Rodriguez	Santiago Gonzalez
Guadalupe Rodriguez	Maria Gonzalez
This instrument prepared by	Sinkley Jones, .
EDWARD R. VRDOLYAK, LTD. ATTY. GUS MUNOZ	Maria C. Share
7725 W. 159th Street, Tinley Park, 1	L 60477 (708) 429-2332
STATE OF ILLINOIS)	00117 (700) 423 2332
) 55 COUNTY OF Cook	
	In the Size Joresaid, DO HEREBY CERTIFY that the above pa
	wn to me (5) the same person 8 whose name 8
obscribed to the foregoing instrument appeared before me believed the said instrument as a free and voluntary act, for the	this day in person, and acknowledged that the vigned, sealed and
Given underfile iAbis EN collicial seas this 30 titlay of	December . 19 97.
PATRICIA AA KONNI	- New Kill !
"YOUR FUNISHED TO THE STATE OF	- Attended to
MY COMMISSION EXPIRES (2023/0)	Yo ary Public
TATE OF ILLINOIS)	
OUNTY OF)	P.NO.N.
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OUNTY OF) I, the undersigned, a Notary Public in and for said County, in personally known personal pers	orn to me to be the same person who's name day in person, and acknowledged that signer, so aled and delivered strposes therein set forth.
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(OUNTY OF) I, the undersigned, a Notary Public in and for said County, in personally know personally know the foregoing instrument appeared before me this re-said instrument as a free and voluntary act, for the uses and purious under my hand and official seal, thisday of	orn to me to be the same person who's name day in person, and acknowledged that signer, so aled and delivered strposes therein set forth.
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UNDER "COPYIOS179 (396 5 06 3

ARTICLES OF AGREEMENT FOR WARRANTY DEED DATED DECEMBER 30th, 1997

Rider to Installment Agreement for Warranty Deed between Jose Alfredo Rodriguez and Guadalupe Rodriguez ("Sellers") and Santiago Gonzalez and Maria Gonzalez, his wife ("Purchasers") dated December 30th, 1997 for the property commonly known as 2 E. Main Street, Chicago Heights, IL.

- R-1 Where the terms of this Rider conflict with those of the Installment Agreement to which it is attached and made a party, the terms of this Rider shall govern and supersede.
- R-2 The purchase price of Sixty Six Thousand Dollars (\$66,000.00) to be paid in monthly installments of principal and interest at a rate of 10% (Ten) per annum totaling One Thousand Four Hundred Two Dollars and 31/100 (\$1,402.31) on the 1st day of January, 1998 and or more on the first day of each month thereafter and the final payment of principal and interest shall be due on the first day of December, 2002. All such payment on account of the indebtedness are to be applied to interest on the unpaid principal balance and the remainder to principal.
- R-3 Taxes and Insurance. In addition to the monthly payments of principal and interest as stated above, from the date of the "initial closing," PURCHASERS shall be responsible for all real estate taxes, special assessments, and insurance premiums. PURCHASERS shall pay said real estate taxes, special assessments, and insurance premiums in a timely manner. Seller shall provide Purchaser with proof of payments of all real estate taxes, special assessments and insurance premiums within five (5) days after payment thereof OR at SELLERS request.

R-4 Monthly Payments As of the initial closing, the monthly payments to SELLERS shall be as follows:

Principal and Interest

\$1,402.31

Taxes

To be paid by purchaser

Insurance

To be paid by purchaser

TOTAL:

\$1,402.31

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- R-5 PURCH SEX agree Cray a are feed \$5.00 for each payment that is received more than five (5) days subsequent to the due date.
- R-6 In the event that PURCHASERS prepay this Agreement in full or part at any time prior to the sixtieth regular monthly payment, it is understood and agreed that there shall be a prepayment penalty of Ten Thousand Dollars and 00/100 (\$10,000.00) unless otherwise waived by SELLERS in writing. It is further understood and agreed that SELLERS will not accept prepayment unless it is in the amount of the outstanding principal at the time of said payment.
- R-7 It is agreed by the parties that this Agreement is subject to any and all building court cases of any governmental authority whether currently pending or to be filed in the future, and PURCHASERS agree to appear in person, or by counsel, at air compliance board, administrative or court hearings hereinafter held or conducted with respect to any alleged building or code violation matters and failure to do so shall constitute a default hereunder. In the event of the failure of PURCHASERS to appear in person or by counsel at any compliance board, administrative or court hearings as provided above, SELLERS shall have the right, but shall not be required to, employ counsel to appear at any such compliance board, administrative or court hearings and PURCHASERS shall promptly reimburse SELLERS for the reasonable costs thereof. PURCHASERS shall be responsible under this provision only for code violations developing after the date of this closing, December 20, 1997.
- R-8 PURCHASERS further agree, at their cwn expense and without any set off hereunder, to remedy any and all building or code violations and comply with all orders of any administrative agency, compliance ocard, or court, whether such violations occurred prior to, or subsequent to the date of this Agreement and promptly pay any and all fines and judgments levied or entered and the failure to do so shall constitute a default hereunder.
- R-9 PURCHASERS further agree to keep, at their own expense, the premises, including all appurtenances thereto, in good repair, making all necessary repairs, alterations, renovations, and improvements as required by any governmental authority to bring the premises into and maintained in full compliance with all applicable building and code regulations as now provided or as may hereinafter be prescribed by and governmental authority. Furthermore, purchasers agree to notify SELLERS of any litigation, legal or equitable, involving the property which is the subject of this agreement.

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R-10 PURCHASERS further agree that they will protect and save and keep SELLERS forever harmless and indemnified against and from all costs, penalties, fines, damages, charges, and attorney's fees resulting from any violation of any laws or ordinances relating to any building code violations of any governmental authority whether occasioned by the neglect of PURCHASERS and that PURCHASERS will at all times protect, indemnify, and save and hold harmless the SELLERS against and from any and all loss, costs, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about the premises causing injury to any person or property.

R-11 All notices herein required shall be in writing and shall be served upon the parties at their addresses as follows:

Jose A. Rodriguez	Santiago Gonzalez
Guadalupe Rodriguez	Maria Gonzalez
7535 S. Ferdinand	
Bridgeview, IL 60455	

The mailing of a notice by registered mail, return receipt required, shall be sufficient notice. Notices may also be served by personal delivery, by mail o gram, telegram, or by the use of a facsurine machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

R-12 It is expressly agreed by and between the parties hereto that the property in question is being sold in "as is" condition and no express or implied warranties are made by Seller pursuant to this Installment Agreement. The PURCHASERS have thoroughly examined and inspected the property and are fully aware of its condition.

R-13 The printed form Installment Agreement to which this Rider is attached, together with this Rider constitute the entire understanding and agreement, between the parties hereto and all prior understandings, agreements, negotiations and discussions are expressly merged herein and supersede hereby. This Installment Agreement may only be amended or revised in writing signed by both parties agreeing to the revision.

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Tinley Park, IL 60477

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- R-14 Purchasers will pay, in addition to the monthly mortgage, all gas, electric and water bills levied or charged on the subject premises for and during the time for which this Agreement is pending.
- R-15 Sellers hereby acknowledge that the transfer of title for all equipment, fixtures, and other business assets currently physically located at "LaVaquitta", 2 E. Main Street, Chicago Heights, IL are part and parcel of this agreement and that title shall be transferred upon full payment of the purchase price pursuant to this Article of Agreement dated December 30, 1997.
- R-16 Sellers agree to provide purchasers with U.C.C lien searches for the State of Illino's and County of Cook showing that the business and its assets are free of any liens, and said search to be completed prior to January 31, 1998.
- R-17 Prior to the Final closing, Sellers shall deliver to buyers a spotted survey of the premises, certified by a licensed surveyor showing all improvements, property lines, easements and building lines existing as of this contract date of December 30, 1997.

R-18 Sellers, at the time of final closing, shall be responsible for all City of Chicago Heights city transfer stamps.

PURCHASER

Santiago Conzelez

Santiago Gonzalez

Maria Gonzalez

SELLER:

Jose Alfredo Rodriguez

Guadalupe Rodriguez

EDWARD R. VRDOLYAK, LTD.

Attorneys At Law 7725 W. 159th St., Suite A Tinley Park, IL 60477

DATED:December 30, 1997

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