INSTALLMENT CONTRACT FOR DEED

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PURCHASER/BUYER, Antonio Melone, A Bachelor, as an individual; Address: 6144 W. 64th St., Cook County, State of DivorceD and Illinois, agrees to purchase and SELLER, Bert I. Mongreig, Since Remarkied 670 S. Garfield, Burr Ridge, DuPage County, State of Illinois, and not agrees to sell to Purchaser at the PURCHASE PRICE of \$51,000.00. the PROPERTY commonly known as 10350 S. 75th Ave., Palos Hills, Illinois, and legally described as follows:

COT 95 in Robert Bartlett's Harlem Ave., Garden Homesites, being a Subdivision of the North 1200 feet of the East 1/2 of the Northeast 1/4 and the North 1575 feet of the West 1/2 of the North East 1/4 of Section 13, Town 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 23-13-203-016-000

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

2, THE DEED

- If the Purchaser shall first make all payments and A. perform all the covenants and agreements in this agreement required to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller shall lonvey or cause to be conveyed to Purchaser (in joint tenancy) or his nominee, by a recordable, stamped general Warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any,
 - (1) General real estate taxes not yet due and payable;
 - (2) Special assessments confirmed after this contract date:
 - (3) Building, building line and use or occupancy restrictions, conditions and covenants of recordi
 - (4) Zoning laws and ordinances;

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- (5) Easements for public utilities;
- (6) Drainage ditches, feeders, laterals and drain tile pipe or other conduit.
- B. The performance of all covenants and conditions herein to be performed by Purchaser shall be in a condition precedent to Seller's obligation to deliver the deed aforesaid.
- 3. PAYMENT. Purchaser hereby covenants and agrees to pay to Seller at Address of Seller, 670 S. Garfield, Burr Ridge, Illinois, the purchase price of Fifty One Thousand and no/100 (\$51,000.00) Dollars, or to such other person or at such place as Seller may from time to time designate in writing. The purchase price shall be as follows:
 - A. Purchaser has paid \$1,000.00 as earnest money to perplied on the purchase price. The earnest money shall be held by Century-21 for the mutual benefit of the parties concerned;
 - B. At the time of the initial closing, the sum of \$16,000.00, plus or minus prorations, if any, as is hereinafter provided;

 - D. The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid shall be due on the 1st day of July, 1991.
 - E. All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this agreement; and fourth, to reduce said unpaid principal balance of the purchase price;
 - F. Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

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- CLOSINGS: The "initial closing" shall occur on June 15, 1986, at NIEW & ZITZKA, 1010 Jorie Blvd., Oak Brook, IL. "Final closing" shall occur if and when all covenants and conditions herein to be performed by Purchaser have been so performed.
- POSSESSION: Possession shall be granted to Buyer on closing, 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 or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.
- In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach of default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs perses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interest hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this agreement.
- SURVEY: Prior to the initial closing, Seller shall 7. deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed Illinois surveyor, showing all improvements existing as of this contract date and all easements and building lines and showing no encroachments.

8. TITLE:

- At least one (1) business day prior to the initial A. closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title incurance company licensed to do business in Illinois, to issue a Contract Purchaser's Title Insurance Policy on the current form of American Land Time Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to:
 - the general exceptions contained in the (1) policy, unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units;
 - the "permitted exceptions" set forth in (2) paragraph 2;

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- (4) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.
- (3) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed at or prior to the initial closing;
- B. If the title commitment discloses unpermitted exceptions, the Seller 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 aid thirty (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 Buyer may terminate the contract between th parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances or 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 hereunder shall be refunded.
- C. Every title commitment which conforms with subparagraph A shall be conclusive evidence of a good title therein shown, as to all matters; insured by the policy, subject only to special exceptions therein stated.
- D. If a Special Tax 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 all earnest money shall be forfeited by the Buyer.
- E. 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 premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect

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to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8A resulting from acts done or suffered by, or judgments against the Seller.

- 9. AFFIDAVIT OF TITLE: Seller shall furnish Purchaser at final closing with an Affidavit of Title, 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 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 beneficiary 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.
- 10. PRORATIONS: Insurance premiums general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities and proratable items shall be adjusted ratably as of the date of possession. Real estate taxes shall be prorated as of the date of possession. Buyer shall be responsible for payment of same after closing. Failure to pay the taxes when due and owing shall constitute a default under this agreement.
- 11. ESCROW: Seller shall deposit all convenance documents comtemplated herein with Seller's attorney in escrow for the benefit of the Buyer and the Seller herein. At the election of Buyer and at Buyer's sole cost the conveyance contemplated hereby shall be through escrow with a title company or bank licensed to do business in the State of Illinois in accordance with the general provisions of an escrow trust covering, installment contracts for deed consistent with the terms of this agreement.
- 12. 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 and 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

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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

В. notify the Buyer to make such repairs and place said premises in a clean, sightly and healthy condition within thirty (30) days of such notice, (except as is otherwise provided in paragraph 17, and, upon default by Buyer in complying with said notice, then, Seller may avail himself or such remedies as Seller may elect, if any, from those that are by this agreement or at law or equity provided.

13. INSURANCE.

- Purchasers shall keep all buildings at any time on Α. the Property insured in Seller's name at purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder. Purchaser shall procure and continue in force in the names of Purchaser and Seller, general liability incurance against any and all claims for injuries to persons or property occurring in the Property, such insurance to be at all times in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars for injuries to persons in one accident, One Amdred Thousand (\$100,000.00) Dollars for injuries to any one person and Fifty Thousand (\$50,000.60) Dollars for damage to property. Such insurance shall be in such form and issued by such company outporized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to Seller in its sole discretion. Purchaser shall deliver all policies of insurance required hereunder to Seller together with evidence of payment of the first year's premium. Seller shall make payment premium payments thereafter from Purchaser's insurance escrow held by Seller.
- В. 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 are sufficient to fully

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reconstruct or restore such improvements, to pay for the restoration of such damaged or lost improvements, or (ii) in the event the insurance proceeds are not sufficient to fully reconstructor restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

- 14. PURCHASER'S INTEREST IN IMPROVEMENTS: In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvement, 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 of account to the Buyer therefore or for any part thereof.
- 15. LIENC: Buyer shall not permit a mechanics' judgment or other lien to attach to the premises.

16. PERFORMANCE:

- A. If buyer, defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this agreement or otherwise defects in the performance of any other covenant or agreement hereof and such default or defaults are not cured by Buyer within forty-five (45) days after written notice by 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 souity:
 - (a) maintain an action for any unreid installments;
 - (b) declare the entire balance due and maintain an action for such amount.
 - (c) 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 Purchaser to reinstate as provided in that Act.
- B. As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction

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with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

- C. There shall be a late payment penalty effective the 15th day after due date of any payment due hereunder in an amount of 10% of the amount of said payment.
- D. Anything contained in subparagraph A through C to the contrary notwithstanding, this agreement shall not be forfeited and determined, if within 45 days after such written notice of default. Purchaser 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 Purchaser under this agreement.

17. DEFAULT FEES:

- A. Buyer or Seller shall pay all reasonable attorney's feed and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, in defending any proceeding to which Buyer or Seller is made a party defendant (or creditor in the event of Seller's bankruptcy or being declared insolvent) 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, deparate 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 an omission by the other party to take any action on account of any similar of 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 judgment 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.

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18. 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, for each of the parties as is set forth in pararagraph 32 herein to the parties at the address of the premises. Notice shall be deemed made when mailed or served.

- 19. 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.
- CALCULATION OF INTEREST: Interest for each month shall be added to the vipaid balance on 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 last day of the preceeding month based upon a 360 day year. Interest for the period from the date of possession until the date the first installment is due shall be payable on or before the date of initial closing
- 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 provision 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, pledge, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this agreement hull and void and invoke the provisions of this agreement relating to forfeiture hereof.
- FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid 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 amounts 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 discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording shall be delivered to

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Seller shall give Buyer credit against the balance of Buyer. the purchase price for the cost of recording such release. In 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 balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. 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. shall pay the amount of any stamp tax then imposed by State of County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

- RECORDING: The parties shall record this agreement or a 23. short form memorandum thereof at Purchaser's expense.
- CAPTION AND PRONCUMS: The caption and headings 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 plutal shall include the singular and masculine, feminine and neuter shall be freely interchangeable.
- PARTIAL INVALIDITY: If any provision of this agreement, or the application thereof to any person or dircumstance, shall be determined to be invalid, illegal or unentorceable, such determination shall not affect the validity, legality or enforceability of any other provision if these Articles, or the application thereof to any other person or circumstance, and the remaining provisions or the application of the remaining provisions were not contained herein, and to that end the parties hereto agree that the provisions or applications of such provisions in this agreement is and shall be severable
- BINDING ON HEIRS: This agreement shall inure to the 26. benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.
- 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.

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- 28. 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 trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buyer or his attorney on or before _________, 19________; otherwise at the Buyer's option this agreement shall become null and void and the earnest money, if any, shall be refunded to the Buyer.
- 29. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than with the seller shall pay the brokerage commission of said broker(s) in accordance with a separate agreement between Seller and the said Broker(s) at the time of initial closing.
- 30. RISK OF LOSS: The uniform Vender Purchaser Risk Act shall be deemed applicable to this agreement. All awards in condemnation proceedings shall be applied as a prepayment of the unpaid balance of the purchase price.
- 31. NO PREPAYMENT TENALTY: Purchaser shall have an unlimited prepayment privilege without penalty.
- 32. NOTICE AND DEMANDS: All notices and demands hereunder shall be in writing. The maining of a notice or demand by registered mail to Seller at NIRW & ZITZKA, 1010 Jorie Blvd., #234, Oak Brook, Illinois 60521, to Purchaser at a ANTONIO MELONIO Shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing.
- 33. PURCHASER'S ADDITIONAL COVENANTS: Furchaser, between the possession date and the final payment date, shall:
 - A. keep the property in good condition and repair, without waste, and free from mechanics' liens and other liens or claims for lien;
 - B. comply with all requirements, and remedy any violations, of law, municipal ordinances or restrictions of record with respect to the property and the use thereof;
 - C. not make or contract to make any material alterations or additions to the property or the improvements thereon (except as required by law or municipal ordinance), without, in each case, Seller's written consent;
 - D. not suffer or permit any change in the general nature of the property, without Seller's written consent;

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- E. not enter into any occupancy leases of the property without Seller's written consent;
- F. not suffer, permit or cause any lien to be placed against the property or permit the property to stand as collateral for any obligation of Purchaser.
- 34. REQUIREMENTS FOR MODIFICATION: No waiver, modification, amendment, discharge of change of this agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- 35. GOVERNING LAWS: The validity, meaning and effect of this agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.
- 36. COUNTERPARTS. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 37. PURCHASER/SELLER RELATIONSHIP ONLY: Nothing herein contained shall be construed as as to cause Purchaser and Seller to be partners or joint vanturers or to create any type of fiduciary relationship from Seller to Purchaser, it being the express intention of the parties to have the sole relationship of Seller and Purchaser.
- 38. TIME: Time is of the essence in this agreement.
- REPAIRS AND IMPROVEMENTS: Every contact for repairs and improvements on the premises, shall contain an express, full and complete waiver and release of any and all liens or claims or right of lien against the premises or either party's interest therein, and no contract or agreement, oral pr written shall be made gy the 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 specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller. The foregoing requirements shall not apply to painting, decorating and miscellaneous repairs costing less than Five Hundred Dollars or which are paid for by Purchaser in cash. Purchaser shall not made any structural changes or alterations without the prior written consent of the Seller.

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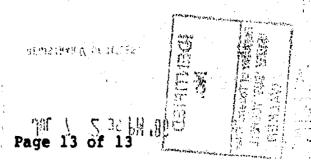
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Purchaser shall pay to Seller COST AND ATTORNEY'S FEES: all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees incurred by Seller in enforcing any of the covenants and provisions of this agreement incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and from apart of any judgment entered in any proceeding brought by Seller against Purchaser on or

under this agreement.
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