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COLLATERAL ASSIGNMENT OF INTEREST IN ARTICLES OF AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, TOM McCLANAHAN and ELSA McCLANAHAN (individually and collectively the "Borrower"), as additional security for the indebtedness evidenced by that certain Secured Promissory Note ("Note") of even date herewith, by Borrower to Continental Illinois Bank of Deerfield, N.A. ("Lender"), in the principal amount of Three Hundred Fifty Thousand and no/100th Dollars ($350,000.00) and as additional security for each of the obligations contained in each of the documents or instruments securing the indebtedness evidenced by the Note (hereinafter referred to as the "Security Documents"), does hereby assign and grant a security interest to Lender, and its successors and assigns, in and to all of Borrower's right, title and interest in, to and under that certain Articles of Agreement dated October 1, 1979 (the "Articles") by and between Borrower and The Exchange National Bank of Chicago U/T/A dated October 31, 1955, Trust No. 6029, ("Trustee") as the Articles apply to the real property legally described on Schedule A attached hereto and made a part hereof.

In furtherance of the foregoing, Borrower hereby agrees that this Assignment is made upon the following terms and conditions:

1. Borrower represents that Exhibit B attached hereto is a true, correct and complete copy of the Articles, that Borrower's interest therein is not subject to any claim, setoff, lien or encumbrance of any kind or nature and that the Articles have not been amended, modified or otherwise changed except as disclosed on Exhibit B attached hereto.

2. That this Assignment is given as additional security for the obligations of Borrower incurred under the Note and Security Documents and that Borrower may continue to receive and exercise all of the rights, benefits and privileges under the Articles so long as Borrower is not in default in the due, prompt or complete performance or observance of any covenant, agreement or obligation of Borrower contained in the Note, Security Documents or in any document or instrument referred to therein.

3. Neither this Assignment nor any action or actions on the part of Lender shall constitute an assumption of any of the obligations of Borrower by Lender under the Articles, and Borrower shall continue to be liable for all obligations thereunder. Borrower hereby indemnifies and holds Lender harmless from and against any and all loss, cost, liability or expense resulting from any failure of Borrower to perform and observe, at the time and in the manner therein provided, each of the covenants, agreements and obligations of Borrower contained in the Articles.

4. If at any time Borrower is in default in the due, prompt or complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in the Articles or in the event of a Default hereunder (as hereinafter defined) or under the Note, Security Documents or in any document or instrument referred to therein (as defined therein), upon written notice to Borrower, Lender shall take in its name or otherwise, such action as Lender may at any time or from time to

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THE EAST 222.57 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THAT PART THEREOF DEDICATED FOR ROAD AND EXCEPT THE NORTH 275.0 FEET OF THE SOUTH 1225.0 FEET OF THE WEST 189.57 FEET OF SAID EAST 222.57 FEET OF SAID SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (TAKEN AS A TRACT) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 222.57 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 AFORESAID, 51.76 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 AFORESAID; THENCE EAST IN A STRAIGHT LINE, A DISTANCE OF 222.57 FEET TO A POINT IN SAID EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, DISTANT 52.02 FEET NORTH, AS MEASURED ALONG SAID EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, FROM SAID SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 IN COOK COUNTY, ILLINOIS.

-PTY-320 W. Tonty, Des Plaines, Il.
PT# 08-25-301-007, 008, 009, 010 & 011

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time determine to be necessary to cure any default of Borrower under the Articles or to protect the rights of Borrower or Lender as the assignee of Borrower. Lender shall incur no liability if any action taken by it or in its behalf, pursuant to the foregoing sentence, shall prove to be in whole or in part inadequate or invalid, and Borrower hereby agrees, indemnifies and holds Lender harmless from and against any and all cost, liability or expense (including without limitation attorneys' fees and expenses) in connection with any such actions or action.

5. Borrower hereby irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Borrower's name or in Lender's name, or otherwise, to enforce all rights of Borrower under the Articles. Such power of attorney is coupled with an interest and is irrevocable but may only be exercised by Lender in the event of any default or Default by Borrower as aforesaid.

6. To protect the security of this Assignment, Borrower hereby covenants and agrees:

A. To abide by faithfully, perform and discharge each and every obligation, covenant and agreement of Borrower contained in the Articles; to give prompt notice to Lender of its receipt of any notice of default on the part of Borrower or Trustee with respect to the obligations, covenants or agreements of either of them contained in the Articles together with an accurate and complete copy of such notice; and at the sole cost and expense of Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement on the part of Trustee to be kept or performed under the Articles.

B. That Borrower will not, without the prior written consent of Lender: (i) modify, amend or in any way change the Articles; or (ii) tender or accept a surrender or cancellation of the Articles (whether initiated by Borrower or Trustee); or (iii) further assign or create any further encumbrance or hypothecation of Borrower's interest under the Articles.

7. If at any time Borrower is in default in the due, prompt or complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in this Assignment (the occurrence of any of the foregoing events being deemed to be a "Default" hereunder), or if Trustee is in default under any of the terms and conditions contained in the Articles, the same shall, at the option of Lender, constitute a default or event of default under the Note and all or any of the Security Documents, and Lender shall have the right, at its option, to declare all sums and obligations secured thereby to be immediately due and payable. Upon the occurrence of any Default hereunder or a default or event of default under the Note or the Security Documents, in addition to any other rights, powers or remedies available to Lender thereunder or as provided or permitted by law, Lender may exercise its rights under this Assignment, and immediately upon written notice to Borrower made to Trustee that Lender is exercising its rights hereunder, Lender shall succeed to all of Borrower's right, title and interest in, to and under the Articles; provided, however, that Lender does not hereby assume any of Borrower's obligations or duties under or in connection with said Articles until and unless Lender shall exercise its rights hereunder. Additionally, Lender may exercise

any and all of the rights, powers, and remedies with respect to the Articles accorded to a secured party under the Uniform Commercial Code of the State of Illinois from time to time in effect.

8. This Assignment and the agreements and undertakings of Borrower hereunder shall be binding upon Borrower and their heirs, successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

9. The assignment contained herein shall be of no force and effect at such time as Borrower shall have fulfilled each and every of the covenants, agreements and obligations of Borrower contained herein and contained in the Note and Security Documents and in each of the instruments or documents referred to therein.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of this 21 day of May, 1987.

TOM McCLANAHAN

Elsa McClanahan

ELSA McCLANAHAN

TRUSTEE'S DEED

EXHIBIT B

Article of Agreement made this 25 day of October, September 19 79, between THE FIRST NATIONAL BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated October 30, 1955 and known as Trust No. 6029, hereinafter called the Seller, and TOM E. McCLANAHAN and ELSA M. McCLANAHAN, his wife, as joint tenants, hereinafter called Purchaser,

WITNESSETH:

1. That if the Purchaser shall first make all the payments and perform all the covenants and agreements in this agreement contained to be made and performed by said Purchaser, at the time and in the manner hereinafter set forth, Seller will, upon receipt of a direction from those empowered to direct the Trustee under the aforementioned Trust Agreement, convey to Purchaser by Trustee's Deed, the following described real estate, to-wit:

See Exhibit A attached.

The Marmels, as beneficiaries of the selling Trust, will undertake on behalf of themselves and successors or assigns to direct the Trustee to convey legal title to the premises when the purchasers shall have made full payment of the purchase price pursuant to the terms of the contract.

together with all buildings and improvements thereon, if any, subject to:

a. [redacted]

b. [redacted]

c. [redacted] special assessments or taxes [redacted] falling due after date hereof.

d. Building, building line and use or occupancy restrictions, conditions and covenants of record; and Easement in

e. Zoning and building laws or ordinances; judgement in Case No. 61 C 16714

f. All unpaid general real estate taxes; for 1979 and subsequent years;

g. [redacted]

h. Roads, highways and easements;

i. [redacted]

j. Acts done or suffered by the Purchaser or anyone claiming by, through or from the Purchaser;

(cont'd.) The Marmels will provide the purchasers with a current Torrens Tax search showing real estate taxes to be current and no installments due for confirmed special assessments.

(cont'd.) Real Estate Taxes based on the 1978 bill will be prorated for the year 1979 (since the purchasers' net proration will be a significant sum and since the first installment for the 1979 taxes will not be due until March 1, 1980, Mr. Marmel will retain this sum and undertake to apply it toward the taxes when the bills are issued).

2. Purchaser covenants and agrees to pay to Abe Marmel and Shirley Marmel or to the beneficiary or beneficiaries of the Seller or to such person or persons as the Seller or its beneficiaries may from time to time direct made in writing, the sum of Two Hundred Seventy-Five Thousand & 00/100ths Dollars ($275,000.00) in the following manner: Forty Thousand and 00/100ths Dollars ($40,000.00), upon the execution hereof, receipt of which is hereby acknowledged by the beneficiaries of said trust and the balance of $235,000 in installments as follows: $5,875.00 on 1st day of January, 1980 and $5,875.00 on the 1st day of each April, July, October, and January thereafter with a final payment of the entire balance due, if no sooner paid, on the 1st day of October, 1990 with interest from the date hereof on principal balance from time to time unpaid at the rate of 9% per annum, said interest payable quarterly with the aforesaid principal payments.

Purchaser shall have the unlimited right to prepay the balance due hereunder or any part thereof without penalty or bonus at any time after January 1, 1981. Any partial prepayment shall be in multiples of $500.00 and shall not diminish, alter, or defer the regular quarterly payments of principal and interest required herein.

3. When the Seller has been notified in writing by its beneficiaries that the covenants and agreements herein contained have been performed by the purchaser, and when its beneficiaries shall so direct Seller, providing that all fees and costs due to Seller, as Trustee, have been paid in full, Seller shall issue its Trustee's Deed subject to the conditions herein set forth, to be delivered by the beneficiaries of said trust to the grantee in said Deed together with either a Chicago Title and Trust Company Title Guarantee Policy, or its customary form of Letter of Opinion, or an Owners' Duplicate Certificate of Title issued by the Registrar of Titles, or a merchantable Abstract of Title, to date hereof. Purchaser herewith covenants that he has examined the title to the above described property to and including the date hereof, and he hereby expressly accepts and approves the condition of the title to said property.

4. The Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to, or be against or upon the property aforesaid which may or might be superior to the rights of Seller.

5. 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 property herein agreed to be conveyed, and no contract or agreement, oral or written shall be executed by the Purchaser for repairs or improvements upon the property aforesaid, except if the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to the beneficiaries of Seller.

6. The Purchaser shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder, without first obtaining the prior written consent of the Seller; [redacted] Any violation or breach or attempt of violation or breach of the provisions of this paragraph by Purchaser, 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; [redacted] Seller, or the beneficiaries of said trust, may, at their exclusive option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

7. No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Purchaser until he is or shall be entitled to the delivery of the Trustee's Deed as herein provided.

8. No extension, change, modification, or amendment of any kind or nature whatsoever, to or of this instrument, shall be made or claimed by Purchaser, and no notice of any extension, change, modification, or amendment, made or claimed by

6.(cont'd.) Purchaser may lease said premises or any part thereof without first obtaining prior written consent of the Sellers or the Trust beneficiaries.

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the Purchaser, shall have any force or effect whatsoever unless the same shall be reduced to writing and be signed by the parties hereto.

9. During the existence of this agreement, Purchaser agrees to keep all buildings which may at any time be on said premises insured at Purchaser's expense, in the name of the Seller, against loss by fire, lightning, windstorm and hail (or such risks as are usually and ordinarily included in policies of fire insurance with extended coverage, including vandalism and malicious mischief) in companies acceptable to Seller, in a minimum amount equal to the total purchase price hereinabove stated in paragraph 2 hereof. Purchaser further agrees to procure, at his own expense, insurance protecting THE EXCHANGE NATIONAL BANK OF CHICAGO, individually and as Trustee as aforesaid, the beneficiaries under said trust and agents thereof, against loss due to accidents to persons in and about the premises, in amounts not less than $50,000.00 for any person and $100,000.00 for any one accident. All said insurance policies shall be delivered to and held by the beneficiaries of the Seller, and evidence of payment of the premiums for said policies of insurance shall also be submitted to the beneficiaries of the Seller. Should the use or occupancy of any part of the premises herein described create or give rise to any liability under the Statutes of the State of Illinois relating to alcoholic liquors, now in effect or becoming effective hereafter, Purchaser shall, at least thirty days prior to the effective date of such use or occupancy, procure at his own expense and deliver to Seller a Liquor Liability Dram Shop Policy or policies in amounts satisfactory to Seller and in a company or companies acceptable to Seller insuring the Seller both in its individual and in its trust capacity, the beneficiaries under said trust and their agents against any such liability. Should any insurance required hereunder not be provided as aforesaid and at the time hereinabove specified, or should said insurance be cancelled by the insurance company for any reason whatsoever, Seller or its beneficiaries may at their option either (a) place such insurance, if obtainable, and charge the cost of same to the Purchaser or (b) require the Purchaser, on demand, either not to enter upon such use or occupancy or to cease such use and occupancy forthwith, as the case may be, and in default of compliance therewith by said Purchaser, the Seller or its beneficiaries may, forthwith, invoke the provisions of this agreement relating to forfeiture hereof. *See 9. continued on next page

10. In case of the failure of the Purchaser to make any of the payments, or any part thereof, or perform any of the covenants hereof on Purchaser's part hereby made and entered into at the time or times provided herein for such payments or for the performance of any of the covenants hereof, this contract shall, at the option of the beneficiaries of said trust, or the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made hereunder, and such payments shall be retained by the beneficiaries of said trust, in full satisfaction and as liquidated damages by the beneficiaries of said trust sustained, and in such event the beneficiaries of said trust shall have the right to re-enter and take possession of the premises described herein.

~~11. This agreement shall not, nor shall any copy thereof, nor any statement, paper or affidavit in any way referring hereto, be filed in the office of the Recorder of Deeds or Registrar of Titles of said County, or in any other public office, by the Purchaser, or any one acting for or in behalf of Purchaser, and if the same be so filed by the Purchaser, or any one acting for or in behalf of Purchaser, this agreement and each and every provision hereof shall, at the option of the beneficiaries of the Seller, be and become absolutely null and void and of no further force or effect whatsoever, and thereupon all the rights, claims and demands of the purchaser arising hereunder or because of any act or thing done on account hereof, shall thereupon be cancelled and discharged and in addition thereto, the Purchaser shall pay to the Seller all expenses, including Court costs and attorney's fees incurred by Seller or its beneficiaries in any proceeding to remove such contract, paper, affidavit, instrument or notice from record as a cloud on the title to the property, all without prejudice to any other right of the beneficiaries of the Seller to declare this agreement ended and thereafter absolutely null and void, which right is hereby expressly given and reserved by the parties hereto.~~

12. In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid which may be put upon said premises by the Purchaser shall belong to and be the property of the beneficiaries of the aforesaid trust without liability or obligation on Seller's part to account to the Purchaser therefor or for any part thereof.

13. The Purchaser shall pay to the Seller and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Seller and by the beneficiaries of said trust in any action or proceeding to which the Seller or the beneficiaries of said trust may be made party by reason of being party to this Agreement, and the Purchaser will pay to the Seller and to the beneficiaries of said trust all costs and expenses, including attorney's fees, incurred by the Seller and by the beneficiaries of said trust in enforcing any of the covenants and provisions of this agreement, and incurred in any action brought by the Seller or by the beneficiaries of said trust, against the Purchaser on account of the provisions, or any of them, in this Agreement contained, and all such costs, expenses, and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by the Seller or by the beneficiaries of said trust against the Purchaser on or under this Agreement.

14. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Seller or to the beneficiaries of said trust shall not be exclusive of any other remedy, but that the Seller, or the beneficiaries of said trust, shall, in case of default or breach, or for any other reason herein contained have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

15. In the event the Seller or the beneficiaries of the Seller shall declare a default hereunder and shall exercise the right of forfeiture granted hereunder, it is hereby agreed that the Trustee may rely solely on its beneficiaries' certification that such default has occurred and in taking any action in reliance on its beneficiaries' certification, shall be released of any and all liability for its acts and doings in conjunction with, following or flowing from such forfeiture of this contract.

16. The Purchaser hereby irrevocably constitutes any Attorney of any Court of Record Attorney for Purchaser, in Purchaser's name, on default by Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of the Seller or the beneficiaries of said trust, or their assigns, for such sum as may be due, together with the costs of such suit, including reasonable attorney's fees, and also to enter Purchaser's appearance in such court, waive process and service thereof, and all errors and right of appeal from such judgment or judgments, and to waive all notices and consent in writing that proper writ for repossession may be issued immediately, said Purchaser hereby expressly waiving all right to any notice or demand under any statute in this State with reference to such suit or action. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given, is given by such persons jointly and severally.

17. It is further expressly agreed by and between the parties hereto that it shall not be the responsibility of the Seller to confirm any payments made to the beneficiaries of said trust under or pursuant to these Articles of Agreement, nor shall the Seller at any time be held accountable to the Purchaser for the application of any monies paid to the beneficiaries of said trust under or pursuant to these Articles of Agreement.

18. Purchaser has examined the improvements, if any, now existing on said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as in this agreement otherwise specified, and agrees and admits that no representation as to condition or repair thereof, and no agreement or promise to decorate, alter, repair or improve said premises either before or after the execution of this Agreement has been made by Seller, by beneficiaries of Seller, or by their agents, which is not specifically set forth in this agreement.

19. In the event the premises hereinabove described are improved with a structure or structures, purchaser covenants and agrees to keep the said premises and appurtenances thereto in good repair and in a clean, tightly, and healthy condition, all according to the statutes and ordinances in such cases made and provided, now, or hereafter enacted, and the directions of public officers thereunto duly authorized, all at his own expense. Purchaser shall make all necessary repairs and renewals upon said premises and replace broken globes, glass, and fixtures of every kind with material of the same size and quality as that broken, and, whenever necessary, will paint the exterior of the window and door sashes, and porches, and make any and all

[illegible] beneficiaries of the Seller may either (a) enter same, themselves, or by their agents, servants, or employees, without entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by the Purchaser and shall do necessary repairs and do all the work required to place said premises in good repair and in a clean, slightly and healthy condition and Purchaser agrees to pay to beneficiaries of the Seller, as an much additional purchase price for the said premises, the expenses of the beneficiaries of the Seller in making the said repairs and in placing the said premises in a clean, slightly, and healthy condition; or (b) notify the Purchaser to make such repairs and to place said premises in a clean, slightly, and healthy condition within ten days of such notice; and, upon default by Purchaser in complying with said notice, then, beneficiaries of Seller may, at their option declare this agreement forfeited and determined as in this Agreement provided.

20. It is understood that the beneficiaries of Seller or their assignees shall have the right and privilege, at any time, to cause to be placed a new first mortgage or first mortgage trust deed upon said real estate, or a junior mortgage or mortgages or junior mortgage trust deed or trust deeds upon said real estate in an amount or aggregate amounts not to exceed the principal sum remaining unpaid under this contract at the time said mortgage or mortgages, trust deed or trust deeds shall be made, or, in the discretion of the beneficiaries of Seller or their assignees, for any lesser amount or amounts, provided, however, that the payments of principal and interest on the aggregate indebtedness secured by said mortgage or mortgages, trust deed or trust deeds shall not exceed the monthly payments required of Purchaser to be paid hereunder. In the event Seller at the direction of its beneficiaries or their assignees shall encumber said real estate as aforesaid, Purchaser agrees that the Purchaser will execute all documents and instruments which Seller, its beneficiaries or their assignees may request or require Purchaser to execute in order to effectuate the placing of such mortgage or mortgages, trust deed or trust deeds and, without limitation of the foregoing, Purchaser agrees to subordinate this agreement to the lien of any mortgage or mortgages, trust deed or trust deeds and Assignment of Rents which Seller, its beneficiaries or their assignees may cause to be recorded against said real estate.

21. Seller, in executing any mortgage or Trust Deed pursuant to this provision upon its beneficiaries' direction, is hereby authorized to accept its beneficiaries' certification that the principal balance then due under the terms of this agreement exceeds the total of the principal due on all mortgage indebtedness secured by the trust property including the principal amount of the new mortgage to be executed. The Seller shall be further authorized to accept the beneficiaries' certification that the payments of principal and interest on the mortgages secured by the trust property do not exceed the payments due under this agreement. Purchaser hereby acquits and releases the Seller of and from any and all claims, demands and liability whatsoever which may or might accrue by reason of the Seller's accepting said certifications.

22. In the event that the Seller's beneficiaries shall fail to make payments on any existing mortgage, the Purchaser shall have the right to make such payments and deduct such payments made from the existing balance due on this Contract for deed or deduct from the monthly payments due hereunder. Seller's beneficiaries shall exhibit receipts for payments made to any mortgagee upon reasonable requests of Purchasers.

~~23. It is understood and agreed that when Purchasers shall have paid the purchase price down to the sum of~~ _____ Dollars, Purchasers shall be entitled to receive a deed conveying the said real estate to them, subject to the objections hereinbefore specified, and to any mortgage or mortgages, trust deed or trust deeds and Assignment of Rent then of record, which mortgage or mortgages, trust deed or trust deeds Purchasers shall assume and agree to pay and Purchasers shall give to Seller, its beneficiaries or their assignees a purchase money mortgage or trust deed and note to be secured thereby in an amount equal to the difference between the unpaid amount of the purchase price and the unpaid amount or amounts of the principal indebtedness secured by any mortgage or mortgages, trust deed or trust deeds of record on the date of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed and interest thereon shall be payable in monthly installments, each of which shall be equal to the payments required hereunder if no mortgage exists, or equal to the difference between the payments herein provided, and the sum or sums required to be paid monthly for principal and interest on the mortgage or mortgages, trust deed or trust deeds of record at the time of the delivery of said deed. The sum of money to be secured by said purchase money mortgage or trust deed shall bear interest at the rate of _____ per annum on the principal sum remaining from time to time unpaid.

24. If there be more than one person designated herein, and the verbs and pronouns associated therewith, although expressed in singular, shall be read and construed as plural. Where the masculine gender is used herein it shall also be read and construed as the feminine as the case may be.

25. It is further mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

26. This Agreement is executed by the undersigned, THE EXCHANGE NATIONAL BANK OF CHICAGO not individually but solely as Trustee, as aforesaid, and said trust agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. Any and all personal liability of THE EXCHANGE NATIONAL BANK OF CHICAGO is hereby expressly waived by the parties hereto and their respective successors and assigns. It is further expressly understood that the Seller may at any time, without the consent of the Purchaser, issue its Trustee's Deed conveying the said premises to a grantee other than the Purchasers hereunder, and upon such a conveyance the Seller's liability hereunder shall cease and determine.

27. All notices and demands herein required shall be in writing. The mailing of a notice by registered mail to the Seller at 120 S. LaSalle St., Chicago 3, Illinois, or to the Purchaser at 300 N. Tonty (P.O. Box 1330), Des Plaines, Illinois 60018 shall be sufficient service thereof.

9.(cont'd.:from previous page) In the event that the real estate is subsequently improved by the Purchasers and those improvements thereafter are partially or totally destroyed by fire or other casualty loss, the proceeds of any insurance claim shall be used to repair or reconstruct the improvements and only applied on the unpaid balance due under the Article if repair or reconstruction is not undertaken within a reasonable time after insurance proceeds become available.

THE EXCHANGE NATIONAL BANK OF CHICAGO
as Trustee as aforesaid and not individually

PURCHASER

Elan M. Plunkett
PURCHASER

BY: _____
TRUST OFFICER

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STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

I, John T. Rosell, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tom McClanahan and Elsa McClanahan, his wife, each appeared before me this day in person and acknowledged that they signed and delivered the above instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of May, 1987.

John T. Rosell
NOTARY PUBLIC

My Commission Expires: 10/29/88

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Daniel M. McCarthy, Esq.
Katten Muchin & Zavis
525 West Monroe, Suite 1600
Chicago, Illinois 60606

TICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX ~~259~~ 332
TTL.

TICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
BOX 23009

IDENTIFIED
No.
Property of Cook County Clerk's Office
HARRY SIDS VOURELL
TICOR

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HARRY SIDS VOURELL
REGISTRAR OF TITLES

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IN DUPLICATE