This formy/as/beers approved by

DuPage County Bar Association for use by Lawyers only.

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unoald at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) 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 or default in the terms of any indebtedness or prior mortgage. Buver 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, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

Property of Cook County Clerk's Office

8. TITLE:

(a) At least one (1) business day priority the initial closing. Seller shall furnish or cause to be furnished to Boyer at Seller's expense an Owner's Duplicate Certificate of title is used by the Registrar of Tiles are a percent Tax and the Secret of a commitment issued by a title insurance company licensed to be obtainess it reflinois, to issue a contract paralized points of the purchase price policy of 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 lamily 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 title commitment discloses unpermitted exceptions, the Seller shall have thirty 100 days from the date of delivery and delivery in the date of de

against the Buyer, or those claiming by, through or under the Buyer.

(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 said 30 day period to allow Seller time to have said 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 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 of a definite or ascertish acid 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 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 pemises as shown to him on or before the initial closing. Seller 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 or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

9. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, so the condition of those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exception. "I are, to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as the customary or required by the issuer of the commitment for title insurance.

10, HOMEOWNER'S ASSOCIATION:

- THE CONTRACTOR OF THE PROPERTY OF THE PROPERTY
- 11. PRORATIONS: Insurance premiums, general 1. xer. association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the California closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to reproration upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the dire of the lirst installment payment shall be a proration credit in favor of the Seller.
- MANDERSONDER

13. SELLER'S REPRESENTATIONS:

(a) 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 ceir in 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.

TRICK TO PRINCIPAL OF IN A SECTION WITHIN TEAL LIVE YEAR OF THE DATE OF THE ADDRESS AND A CONTROL OF THE ADDRESS AND ADDRESS A 

14. BUYER TO MAINTAIN: Buyer shall keep the improvements on premises and the grounds in as good enair and condition as they now ple and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating in districtioning equipment; plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. 1, 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 la) ..., and said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either la) ..., as same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agree nent or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said near as 1 in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as so much additional purchase price to the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; or to notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition; then, Seller may avail

15, FIXTURES AND EQUIPMENT: At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant 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, lixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

16. INSURANCE:

16. 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 casualty, 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 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereoi (except that if the full insurable value of such improvements is less 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 or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and property shall pay the premiums thereon when due.

(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 are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) 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 hereafter levied or assessed or charged against the premises or any thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts 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 Seller 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 (herein referred to as "funds") equal to one-twelfth of the yearly taxes, assessments which may becme a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

The funds shall be held by Seller ir a lin tilution he diposits in account of which are neared or granned by a Federal or state agency. Seller is hereby authorized and discreted to use the funds for the prometry of the alongment seed to use, assessments, rents and premiums. Seller shall, upon the request of he give the tuyor of injurial a country of funds seposited 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 furuse 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 roward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deliciency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof 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.

(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, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on Seller's part to account to the Buyer therefore or for any part thereof.

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

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

21. PERFORMANCE:

(a) If Buyer (1) defaults by (ail ng to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement h, rer I and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (ii) maintain an action for any unpaid instalments; (iii) declare the entire balance due and maintain an action for such amount; (iii) forfert the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession. Maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional security in the event of defacts, Euver assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in collustration 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 taxes, as essments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

td) Seller may impose and Buyer agrees to pay a late charge, for 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, if within 20 days after such written notice of default. Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures by other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement. SEE ATTACHED RIDER \$1

22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's lees and costs incurrig 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 to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buver or Seller shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this 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 similar or different breach or default; the payment or acceptance of money after it falls due after knowledge of any breach of shis agreement by Buyer or after the termination of Buyer's right of possession hereunded, or after the service of any notice, or after on mencement of any suit, or after final judgment for possession of the premises shall not reinstrue, or intinue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waivet.

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

24. ABANDONMENT: fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by dayer. 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 at Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright 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 fell it without additional optimizers. ditional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. 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 transfer, pledge or assign this Agreement, or any interest herein or hereunder agy shall she guyer known to be ach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall yest no right, title or interest herein or hereunder, or in the said premises in any such transferce, pledgee, assignee, lessee or sub-lesses, 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. Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer cash of cashiers of certified check made parable to sener, which amount shall be willout premium or penalty. At the time Busser 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 of in part from sums due hereunder from Buser. The repayment of the prior mortgage shall be supervised and administered by Buser'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 If any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which, shall be delivered to Buver. Seller shall give Buver a credit against the balance of the purchase price for the cost of recording such the delivery of 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 Buver, 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. At the time of delivery of the Deed, Buver and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State. Country or local law. Seller shall pay the amount of any stamp tax then imposed by State or Country 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 Buver unless otherwise provided in the local ordinance.

### 29. TITLE IN TRUST:

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

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

(c) If, 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 final closing, Seller shall convey title 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.

- 30. 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 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 contest requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, teminine and neuter shall 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 "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.
- 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 trustee, then by said trustee and the beneficiaries of the Trust shall be delivered to the Buver or his attorney on or before otherwise at the Buyer's option this Agreement shall become null and void and the earnest money, if ary, shall be refunded to the Buyer.
- 37. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than Glen E. Davis Realtors and

Seller shall pay the brokerage commiss on of said broker(s) in accordance with a separate agreement between Seller and said broker(s) at the time of initial closing. IN INITARCE OF the service ha ave here are relither hands and seals this

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STATE OF ILLINOIS) 1 55 COUNTY OF

I the undersigned, a Notary Public in and for said County, in the State aforesard, 100 HEREBY CERTIFY that RAMARINETH HOLD MONTH TO HEREBY CERTIFY that RAMARINETH HOLD WHOSE name to be the same person. subscribed to the foregoing instrument appeared before me this day in person, and a knowledged that #44 signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set orth.

Given under my hand and official seal, this 12 day of MY COMMISSION EXPIRES 7/29/91 NOTARY PUBLIC. STATE OF ILLINOIS TOREDH

STATE OF ILLINOISI OFFICIAL COUNTY OF 1, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

rean Kuencelly Rewit tourco 4 LUIS KOUNCE, DIVENCED personally known to me to be the same person 5 whose name 3 subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that Helpingnett, sealed and de invered whose name 3 the said instrument as a free and voluntary act, for the uses and purposes therein set forth

mary Given under my hand and official seal, this 13 day of

Commission expires <u>6-3</u>	<u> </u>	Harmen frames Mora
STATE OF ILLINOIS)  COUNTY OF  1		"OFFICIAL SEAL" THOMAS JAMES MORAN Notary Public Copk Gunty, Illinols My Commission Expires June 101 (1990) 10 (1991)
hereby certify that Vice President of	<u> </u>	My Commission Expression 201 1990
	and	Secretary of said corporation
who are personally known to me		whose names are subscribed to the foregoing instruments as such
ecretary, respectively, appeared be		on and acknowledged that they signed and delivered the said instrument as

their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own fee and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_day of \_

Proberty of Cook County Clark's Office

### DEN OFFICES OF ASTREMENT OF PEROY 2 9

Rider to Articles of Agreement For Deed Dated Mun 13,1987 between Robert Koonce, Jean Koonce, Lois Koonce and Raymond M. Merlin and his wife Mary Merlin covering certain property at 3854 N. Damen & 2005-11 W. Byron, Chicago, Illinois.

Notwithstanding anything to the contrary contained in the above Articles of Agreement For Deed the Buyers and Sellers in said Articles of Agreement For Deed named hereunder agree as follows:

- 1. The buyers and sellers hereto agree that if at the time the final payment is due sellers under section 3 hereof, buyers are unable to obtain a mortgage commitment in the amount of the final payment, or such lesser sum as buyer accepts, amortized by monthly payments over a period of not less than 30 years at an interest rate not to exceed the current rate per annum at that time for which the buyers shall make application 90 days prior to the due date of the final payment of June 1, 1995, the sellers agree to continue this Articles of Agreement For Deed in full force and effect for an additional period of 36 months, however, the interest rate and installment payment of said section shall be renegotiated at that time but such interest rate and installment payment shall be no less than the existing sums under section 3. Under no circumstances will this agreement be extended beyond 36 months and the final payment and all monies due will be due on June 1, 1998.
  - 2. Interest figures set forth in section 21 of the Agreement or any other provisions giving seller the option to make certain payments on default of buyers or providing for penalty interest on default or providing for penalty for late payment are hereby changed to 12% in lieu of any percent recited in the form of agreement.
- 3. Buyer agrees to furnish seller and pay for (as set forth hereunder for insurance) in addition to the insurance required by section 16 hereof, adequate public liability insurance in the amount of not less than \$300,000/500,00 and not less than \$100,000 for damages to property. These policies will cover the entire premises and parking areas.
- 4. Buyer is accepting the Agreement subject to the provisions of all existing leases on the premises. Buyer heleby agrees to indemnify and hold sellers harmless from each of the terms and provisions of said leases and any other leases made during the term of this agreement with sellers' consent.
- 5. Buyer will not permit said premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the building or disturb the tenants of the neighborhood and will not permit or allow any unsightly signs, cards or placards to be placed printed or posted on the premises, nor permit any alteration or or addition to any part of the premises of a structural nature except by written consent of the seller.
- 6. The premises have been inspected by Buyers and Buyers are making this agreement to purchase the premises in their present condition "AS IS". No representations have been made by Seller or Sellers' agents with respect to the condition of the premises or any appurtenances thereto or to any personal property or fixtures to be conveyed or transferred therewith.

6A. There well be a 10 day greene penul for payent of the installant payent due on the first of every met no percent will rear day this part.

Property of Cook County Clerk's Office

7 The Rider and Articles of Agreement for leed to which it is an addenda are all being executed persuant to the heal Estate Contract between the parties dated March 26, 1988. Although the provision of the Illinois Uniform Vendor and Purchaser Risk Act were applicable to the Contract dated March 26, 1988 such provision shall not be applicable to this Articles of Agreement For Deed dated March 26, 1988 and Provision shall not be

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals, in duplicate, all as of this 15 day of May 1988.

Buyers:

Cream Kooner

Sellers:

Raymond M. Merlin

Mary Theen of Merlin

Clarks

Office

Property of Cook County Clerk's Office

### EXHIBIT A

Lot One (1) and Lot Two (2) In Odgen Estates Subdivision of Block Thirteen (13) in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (execpt the Southwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) thereof and the Southeast Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) thereof and East half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) thereof, In Cook County, Illinois.

Permanent Tax Number 14-19-115-018-0000

Property of County Clerk's Office

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DENTIFE SOLDENTIFE COUNTY CROPTS OFFICE

Orland PARK Ill 60482 11811 OLD SPANINT THAIL JOSEPH M DUBEC

TIBRUOY 'SUS' YOURELL

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