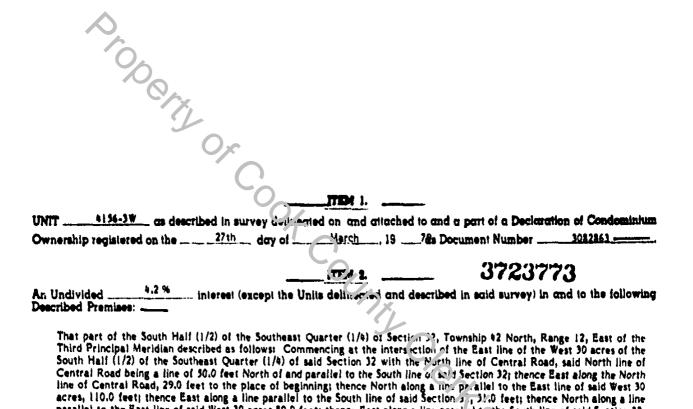
RWER

EXCULPATORY CLAUSE - SELLER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Seller while in form purporting to be the representations, covenants, undertakings and agreements of the Seller are nevertheless each and every one of them, made and intended not as personal representations, covemants, undertakings and agreements by the Seller or for the purpose or with the intention of binding said Seller personally but are made and intended for the purpose of binding the trust property, and this contractive executed and delivered by said Seller not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by ner shall at any time be asserted or enforcible against the Glenview Staty Bank or any of the beneficiaries under said Trust Agreement, on account of this contract or on account of any representation, covenant undertaking or agreement of the said seller in this contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released II pe.
OUNTY CONTY SOMME by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

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parallel to the East line of said West 30 acres 80.0 feet; thence East along a line parallel to the South line of said Section 32, 160.0 feet; thence South along a line parallel to the East line of said West 30 acres, 19.0 feet to the North line of said Section 32; thence West along the North line of Central Road, 211.0 feet to the place of begin mg.

INSTALLMENT AGREEMENT UNOFFICIAL CO	ORONGE N. COLE.
AGREEMENT, made this 1st day of May	
\	
GLENVIEW STATE BANK, as Trustee under Trust Agre 7th day of October, 1980 and known as Trust No.	
JOHN WINKE, a bachelor WITNESSETH, that if Purchaser shall first make the payments and per Seller hereby covenants and agrees to convey to Purchaser in fee simple by swammer deed, with waiver of dower and homestead, subject to the matters unted in the County of Cook and State of Illinois	hereinafter specified, the premises sit-
SEE LEGAL DESCRIPTION RIDER ATTACHED AS	EXHIBIT A
	Document Prepared by: Fred Sherman 800 Waukegan Rd. Glenview, IL 60025
Commonly known as Unit 3W, 4156 Central, Glenvie	w, IL
and Seller further agrees to furnish to Purchaser on or before the following evidence of title to the premises: (a) अभागात सामान कार्या कार्या कार्या कार्या कार्या कार्या कार्या कार्या कार्य कार्या कार्य कार्या कार्य कार्या कार्य कार्या कार	tle issued by the Registrar of Titles of able title in Seller on the date hereof.
the price of FIFTY THOUSAND \$50,000.00) Dollars in the manner following, to-wit:	
SEE RIDER ATTACHED HERETO	402-643-1023
with interest at the rate of 10 per cent per annum payable monthly on the whole sum remaining from time to time unpaid. Possession of the premises 200 Me delivered to Purchaser 56.	
	S Thems bossed raises work abuses also also also also also also also als
dhir amagnighia	N
Rents, water taxes, insurance premiums and other similar items are to be a herein for delivery of possession of the premises. General taxes for the year 19 to such date for delivery of possession, and if the amount of such taxes is not be done on the basis of the amount of the most recent ascertainable taxe. It is further expressly understood and agreed between the parties hareto	then ascertainable, the prorating shall that:
1. The conveyance to be made by Seller shall be expressly subject to (a) General taxes for the year 1987 2nd 1/15 and subsequent years and the subsequent years and the subsequent years and the subsequent years.	following:
(b) the rights of all persons claiming by, through or under Purcl	huser;
 (d) Easements of record xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	ons and covenants of record, and build-

Roads, highways, streets and alleys, if any; Assessments established pursuant to the Declaration of Condominium; Condominium Property Act; and

payable on or after the date for delivery of possession to Purchaser, and Purchaser, and Purchaser showing timely payment thereof. SEE RIDER ATTACHED pertaining to the premises that become payable on

- Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at encourage cent per annum until paid.
- 4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
- 5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of hen against the premises and no contract or agreement, oral or written, shall be made by 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 of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
- 6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
- 7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

^{*}Strike out all but one of the clauses (a), (b) and (c).

		ceived the
GEORGE		
E E COLE	PRINCIPAL	on within Agre following sums
E	RECEIVED BY	Agreement sums
	Letent Truet Officer JOHN WINKE (SEAL)	
TPES	and Delivered in the presence of 89: Vice President (1)	SattA
,	The time of payment shall be of the exerce of this contract, and the covenants and agreements herein I shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective Seller warrants to Purchaser that no notice from any city, village or other governmental authority of a code violation which existed in the dwelling structure before the execution of this contract has been received eller, his principal or his agent within 10 years of the date of execution of his contract. WITCESS WHEREOF, the parties to this agreement have hereuning set their hand seals in duplicate, the year first above written.	19. contained parties. 20. dwelling by the S
	r nt 4156 Central, Glenview IL different service thereof. Any netice in demand mailed as provided herein shall be sufficient service thereof. Any netice in demand mailed as provided herein shall be to have been given or made on the date of mailing.	Purchase a nechase be decement
	If there be more than one person designated berein as "Seller" or as "Purchaser", such word or words where it herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and as plural. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered shall notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered seller at Randall, Gayle & Patt. Of to	CVCT 11SC
• .	baser of any of the covenants and agreements herein, to enter Purchaser's appearance in any searc of record, oceas and service thereof and so hay jury, and confess judgment against Purchaser in favor of Seller, or Seller's for such sum as may be due, sogethy fury, and coasts of such sum, including reasonable attorncy's fees, and to coasts of such such sure hereby expressly waiving all right to be crore and right of appeal from such judgments? Furchaser hereby expressly waiving all right to be conditionally received in this State be about than one thought and right of actions. If there he more than one above element under any state pover and authority in this paragraph given is given by such persons jointly andly.	by Purch walve pr nesigne, waive al any noti person a
	receding broughty of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in John remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in agreement or a cquity, and shall have the right to maintain and prosecute any and every such remedy, contemporancously or e., with the exercise of the right of forfeiture, or any other right herein given. Purchaser hereby irrew on the might of forfeiture, or any other right herein given.	. 21 a To asna a will yd siwnadio a

hereof, and all such to as expenses and attorney's fees may be included in and form a part of any judgment entered in 14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this account and incurred in any action brought by Seller against Purchaser, on account of the provisions

whether finished or unfinished, which may be pur upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof. ί 3 ... Τη τhe event οί τhe τermination of this agreement by lapse of time, forteiture of otherwise, all improvements, 12. In the event this agreement shall be declared null and void by Selber on account of any default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filling by Selber of a written declaration of forfeiture hereof in the Recorder's office of said County.

sion of the premises aforesaid. shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possessand Purchaser's covenants hereunder, this agreement shall, at the option of Seller, be forfelted and determined, and burchaser

of the area of the faith of the restriction and the property of the payment of the particular of the p guted to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at estateper cent per annum until paid.

10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obliherefor to Seller.

9. Purchaser shall keep all buildings at any time on the premises 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, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies interpretating Seller.

signed by the parties hereto. 8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the options of the agreement and be signed by the option.

UNOFFICIAL, COPY 3

RIDER TO INSTALLMENT AGREEMENT FOR TRUSTEES DEED

Respecting: Unit 3W. 4156 Central, Glenview, Illinois

- 1. Notwithstanding anything to the contrary or inconsistent in the foregoing Installment Agreement for Trustees Deed (the "Articles"), the terms and conditions of this Rider shall supersede and govern in all respects (the Articles and Rider are sometimes hereinafter collectively referred to as the "Agreement").
- 2. The purchase price of FIFTY THOUSAND DOLLARS (\$50,000.00) shall be payable as follows:
 - (a) ONE THOUSAND DOLLARS (\$1,000.00) paid by Purchaser to Baird & Warner prior to the date hereof, the receipt and sufficiency of which is hereby acknowledged;
 - (b) FOUR THOUSAND DOLLARS (\$4,000.00), plus or minus promitions, concurrently with the parties' execution hereof; and
 - (c) FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) payable as follows: THREE HUNDRED NINETY-FOUR DOLLARS (\$394.00) (inclusive of principal and interest) on the 1st day of June, 1988, and a like sum on the 1st day of each month thereafter, with interest on the balance from time to time remaining unpaid at the rate of ten (10%) percent per annum, for thirty-six (76) consecutive payments, with a final payment, if not scorer paid, on the 1st day of May, 1991. Purchaser shall have the right to prepay the balance hereunder in whole or in part at anytime without penalty.
- 3. In addition to the foregoing monthly payments, Purchaser shall also deposit with heller, commencing with the monthly installment due June 1, 1983, a sum equal to one-twelfth (1/12th) of the last ascertainable real estate taxes assessed against the subject property. Said payments shall be held by Seller as a fund for the payment of reel estate taxes, and Seller shall pay said taxes as they become due. If any deficiency occurs in said fund, Purchaser shall pay such deficiency to Seller within five (5) days after notice thereof.
- 4. The parties hereto agree that Seller shall be responsible for and shall pay in full the 1987 real estate taxes when due. The parties hereto further agree to prorate 1988 real estate taxes through and including the date hereof at such time as the actual 1988 tax bill issues, it being understood that Seller's proportionate share of said tax bill will be paid out of Seller's own funds, and Purchaser's proportionate share of said tax bill will be paid from Purchaser's funds on deposit in the tax escrow with Seller. Seller shall provide Purchaser with a copy of each paid tax bill and an accounting as to the sums remaining on deposit in the real estate tax escrow at the time of payment of each tax bill. In the event Seller does not make these payments, Purchaser shall have the right to make such payments directly and to deduct said payments from the amount due Seller hereunder.
- 5. In addition thereto, the Purchaser shall pay in a timely manner all assessments due pursuant to the declaration of condominium as levied by the Condominium Association. Non-payment of assessments shall be considered a default pursuant to paragraph 11 of the Installment Agreement.
- 6. Seller agrees to execute and deliver such documents and to do such other acts as may be necessary to make the conveyance as provided hereunder and to execute and deliver such documents and to do such acts which are necessary to carry out Seller's obligations hereunder. Seller further agrees that any obligation

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UNOFFICIAL COPY 3

Seller owes regarding the property which is or may become a lien on said property may be retired in whole or in part by Purchaser at or prior to the time Purchaser makes the final payment due under the Agreement.

- 7. Purchaser shall be entitled to the full possession, operation and control of the property upon the execution hereof and to retain such possession, operation and control as long as Purchaser shall not be in default hereunder.
- 8. The parties hereto agree that this Agreement or a Memorandum of the Agreement may be registered by Purchaser and at Purchaser's sole cost and expense.
- 9. If any act hereunder by one party requires execution of any documents or papers by the other party, the other party shall cooperate to that end and execute all such documents and papers.
- This Installment Agreement is executed by GLENVIEW STATE PANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon the vested in it as such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee personally, on account of any undertaking or agreement herein contained, either express or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of title holder including those as to title, are those of title holder's beneficiary only. Any and all personal liability of GLENVIEW STATE BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

DATED: May _27___, 1988

SELLER:

GLENVIEW STATE BANK, as Trustee under Trust Agreement dated the 7th day of October, 1980 and known as Trust No. 2579

JCHA WINKE

PURCHASER:

ATTEST:

By: Wice Hangen

Vice

Assistant Trust Officer

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STATE OF ILLINOIS)
COUNTY OF C O O K)

T, THE UNDERSIGNED , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen C. Forgette , Vice President of GLENVIEW STATE BANK, an Illinois Banking Corporation, and Alice Hansen. Assistant Trust Officer, Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of May, 1988.

OFFICIAL SEA'_ "
QRDA AKMAKJIAN
NOTART PUBLIC, STATE OF ILLINOIS
MY GOMMISSION EXPIRES 11/26/90

Anda Alexalijan.
Notary Public

My commission explicas:

STATE OF ILLINOIS)
COUNTY OF COOK

I, Gene A. Eich , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN WINKE, who is personally known to me, and known by me, to be the same person whose name is subjectibed to the foregoing instrument, appeared before me this day 1% person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this $\frac{27^{+h}}{}$ day of May, 1988.

Notary Subara

My commission expires: May 13, 1991

"OFFICIAL SEAL"
GENE EIGH
Notery Public, State of Hilmola
My Commission Expires May 13, 1991

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ELLESTED COMMING CLOTH'S OFFICE

NO

Record of forms fines

Cistennual Octil 954 Harberr Dienneur, Wi Cook