

RIDER

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, covenants, 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 contract is 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 her and shall at any time be asserted or enforceable against the Glenview State 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 by the Purchaser herein and by all persons claiming by, through or under said Purchaser.

Property of Cook County Clerk's Office

3723773

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UNIT 4196-3W as described in survey delineated on and attached to and a part of a Declaration of Condominium
Ownership registered on the 27th day of March, 19 78 Document Number 3082861

As an Undivided 4.2% interest (except the Units delineated and described in said survey) in and to the following
Described Premises: 3723773

That part of the South Half (1/2) of the Southeast Quarter (1/4) of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the intersection of the East line of the West 30 acres of the South Half (1/2) of the Southeast Quarter (1/4) of said Section 32 with the North line of Central Road, said North line of Central Road being a line of 30.0 feet North of and parallel to the South line of said Section 32; thence East along the North line of Central Road, 29.0 feet to the place of beginning; thence North along a line parallel to the East line of said West 30 acres, 110.0 feet; thence East along a line parallel to the South line of said Section 32, 32.0 feet; thence North along a line 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 beginning.

AGREEMENT, made this 1st day of May, 1988, between

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

JOHN WINKE, a bachelor, Purchaser:

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's stamped recordable deed, with waiver of dower and homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

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, Glenview, IL

and Seller further agrees to furnish to Purchaser on or before 19 at Seller's expense, the following evidence of title to the premises: (a) ... (b) certificate of title issued by the Registrar of Titles of Cook County, Illinois, ... showing merchantable title in Seller on the date hereof, subject only to the matters recalled below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and until such designation at the office of

the price of FIFTY THOUSAND (\$50,000.00) Dollars in the manner following, to-wit:

SEE RIDER ATTACHED HERETO

64-32-402-043-1023

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 shall be delivered to Purchaser on

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19... are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable tax.

It is further expressly understood and agreed between the parties hereto that:

1. The conveyance to be made by Seller shall be expressly subject to the following:

- (a) General taxes for the year 1987 2nd installment and subsequent years ...
(b) All installments of general assessments heretofore levied falling due after date hereof.
(c) The rights of all persons claiming by, through or under Purchaser;
(d) Easements of record ...
(e) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (1) Seller's existing mortgage to be paid off at final closing.
(f) Roads, highways, streets and alleys, if any;
(g) Assessments established pursuant to the Declaration of Condominium;
(h) Condominium Property Act; and

2. Purchaser shall pay before receipt of any penalty any and all taxes and installments of any assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof. SEE RIDER ATTACHED

3. 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 10 per 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 lien 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).

Accommodation Deal

CENTENNIAL TITLE INCORPORATED

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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 prorations, 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 (36) consecutive payments, with a final payment, if not sooner 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 Seller, commencing with the monthly installment due June 1, 1988, 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 real 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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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.

10. This Installment Agreement is executed by GLENVIEW STATE BANK, 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

PURCHASER:

John Winke
JOHN WINKE

By: Kenn Gozette
Vice President

ATTEST:

By: Alice Hansen
Secretary
Assistant Trust Officer

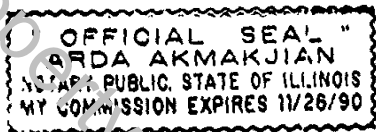
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, 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.



Arda Akmakjian
Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS.
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 subscribed to the foregoing instrument, appeared before me this day in 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 27th day of May, 1988.

Gene A. Eich
Notary Public

My commission expires: May 13, 1991



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Cook County Clerk's Office



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