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BEVERLY BANK, MATTESON,  
 F/K/a MATTESON-RICHTON BANK  
 BY   
 Title  
 William D. O'Hearn  
 President

RESOLVED, pursuant to statutory waiver of notice and at a meeting duly called to order on this 23rd day of March 1989, at the principal office of Beverly Bank, Matteson, formerly known as Matteson-Richton Bank, an Illinois corporation, at Rt. 30 and Kostner, Matteson, Illinois, with all the appropriate officers and directors being present, the following Resolution was unanimously adopted:

RESOLVED that Beverly Bank, Matteson, formerly known as Matteson-Richton Bank, hereby approves the sale of 826 East 162nd Street, South Holland, Illinois, legal described in the attached Rider, to HARRY KLEIN OR HIS NOMINEE, at a price of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in accordance with the terms and conditions of a real estate contract dated March 23, 1989, attached hereto and incorporated herein by reference.

Any bank officers are herein authorized to execute the said contract and to execute any and all of the real estate closing documents customarily required to sell said property.

There being no further business to come before this meeting, the meeting was adjourned.

RESOLUTION

MT 3789 03/23

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Property of Cook County Clerk's Office

That part of the East 1/4 of the South 13 rods of Lot 4 in  
 Twp. 36 N., Range 14, East of the Third Principal Meridian, South  
 Section 14 and part of the Southeast 1/4 of Section 15, Township  
 36 North, Range 14, East of the Third Principal Meridian, South  
 of the Calumet River, according to the plat recorded August 12,  
 1884, as Document 566976, bounded by the following described  
 line: Beginning at a point 129.5 feet West of the Southeast  
 corner of said Lot 4 on the South line thereof; thence West 58  
 feet; thence North 13 rods; thence East 58 feet; thence South 1/4  
 rod to the place of beginning (except those parts thereof fall-  
 ing within the part of the Southeast 1/4 of the Southeast 1/4 of  
 Section 14 aforesaid, described as follows: Beginning at the  
 intersection of the North line of 159th Street with the East line  
 of Cottage Grove Avenue; thence East along said North line of  
 159th Street, 359.73 feet to the West line of Lot 3 in Twp.  
 36 North, a subdivision of the Southeast Fractional 1/4 of Section  
 14; aforesaid; thence North along said West line of Lot 3, a  
 distance of 21.55 feet; thence West 359.73 feet to the East line  
 of Cottage Grove Avenue; thence South along said East line of  
 Cottage Grove Avenue; thence South along said East line of  
 Cottage Grove Avenue 24.43 feet to the place of beginning which  
 were conveyed to Department of Public Works and Buildings of  
 State of Illinois, Documents 12790197, 12821573 and 15819608, in  
 Cook County, Illinois.

PARCEL 2:

That part of Lot 4 in the subdivision hereinafter described, fall-  
 ing in Section 14 hereinafter mentioned, (except from said tract  
 of land the West 175 feet thereof; and excepting from said tract  
 the East 129.50 feet thereof) in the subdivision of Lot 4 (except  
 the South 214.5 feet of the East 511.5 feet thereof) of Twp.  
 36 North, Range 14, East of the Third Principal Meridian, South  
 of Section 15, Township 36 North, Range 14, East of the Third  
 Principal Meridian, lying South of the Calumet River.

PARCEL 1

LEGAL DESCRIPTION

# Real Estate Sale Contract

1. HARRY KLEIN or his nominee agrees to purchase at a price of \$ 150,000 on the terms set forth herein, the following described real estate (Purchaser)

Kingway Drive in 826 E. 162nd Street, and with approximate lot dimensions of 100 x 270, together with the following property presently located thereon: all signage and excluding personal property owned by the First National Bank of Harvey.

2. Matteson-Richton Bank (owner of record) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to the purchaser or nominee the title by a recordable instrument, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) of liens, conditions and restrictions of record; (b) private, public and utility easements and loads and highways, if any; (c) taxes and assessments on the real estate and improvements thereon, including taxes which may accrue by reason of new or additional improvements during the term of this contract; (d) general taxes for the year 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements during the term of this contract; (e) any other taxes which may be levied on the real estate and improvements thereon.

3. Purchaser has paid \$ 5,000 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (i) the language and subparagraphs not applicable) \*by note redeemable upon acceptance of this contract The payment of \$ 145,000 and the balance payable as follows:

(b) The acceptance of the note of the purchaser (grantee) provided for full prepayment penalties without penalty, which shall be secured by a first mortgage (trust deed), the note to be in the form hereto attached as Schedule B, or in the absence of this instrument, the form prepared by the lender, and an assignment of rents, and security agreement and assignment of Commercial Code in order to make the lien created thereunder effective, and to be in the form appended hereto as Schedule C, and to be in the form of a first mortgage (trust deed) issued by the Chicago Title Insurance Company. If a Schedule B is not attached and the blank is not filled in the new note, the note and trust deed shall be in the form used by the Chicago Title Insurance Company.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards. 5. The time of closing shall be on 6/1/89 or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of TITLE COMPANY or of the mortgage lender, if any, provided title is shown to be good or accepted by the purchaser. 6. Seller agrees to pay a broker's commission to Floyd M. Phillips see listing agreement attached in the amount set forth in the broker's listing contract or as follows: Floyd M. Phillips in an interest bearing account

7. The earnest money shall be held by Floyd M. Phillips in an interest bearing account for the mutual benefit of all parties. 8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser. This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Date: 5/23/89  
Purchaser: Harry Klein  
Purchaser (Address):  
Purchaser: Beverly Bank-Matteson F/K/A Matteson-Richton Bank (Address):  
Seller: FRANK J. KEHMAN, SENIOR (Address):  
Seller: Form normally used for sale of property improved with multi-family structures of four or more units of commercial or industrial properties.

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment (i.e. an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 15 days after delivery of the commitment or the time expressly specified in paragraph 3 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof except for that amount which may accrue by reason of new or additional improvements shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: last ascertainable tax bill

Seller will provide Purchaser with a tax reparation letter at closing

All provisions are final unless provided otherwise herein. Existing liens and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

10. Purchaser agrees to purchase the subject property in an "as is" condition.

11. Seller shall provide Purchaser with the present MAI appraisal on the subject property.

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## LEGAL DESCRIPTION

### PARCEL 1

That part of Lot 8 in the subdivision hereinafter described, falling in Section 14 hereinafter mentioned, (except from said Tract of land the West 175 feet thereof; and excepting from said Tract the East 129.50 feet thereof) in the Subdivision of Lot 4 (except the South 214.5 feet of the East 571.5 feet thereof) of Tys Gouwen's Subdivision of the Southwest 1/4 of Section 14, and part of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian, lying South of the Calumet River.

### PARCEL 2:

That part of the East 15 rods of the South 13 rods of Lot 4 in TYS GOUWEN'S SUBDIVISION of the Southwest Fractional 1/4 of Section 14 and part of the Southeast 1/4 of Section 15, Township 36 North, Range 14, East of the Third Principal Meridian, South of the Calumet River, according to the Plat recorded August 12, 1884, as Document 566976, bounded by the following described line; Beginning at a point 129.5 feet West of the Southeast corner of said Lot 4 on the South line thereof; thence West 58 feet; thence North 13 rods; thence East 58 feet; thence South 13 rods to the place of beginning (except those parts thereof falling within the part of the Southwest 1/4 of the Southwest 1/4 of Section 14 aforesaid, described as follows: Beginning at the intersection of the North line of 159th Street with the East line of Cottage Grove Avenue; thence East along said North line of 159th Street, 359.73 feet to the West line of Lot 3 in Tys Gouwen's Subdivision of the Southwest Fractional 1/4 of Section 14; aforesaid; thence North along said West line of said Lot 3, a distance of 21.55 feet; thence West 359.73 feet to the West line of Cottage Grove Avenue; thence South along said East line of Cottage Grove Avenue; thence South along said East line of Cottage Grove Avenue 24.43 feet to the place of beginning which were conveyed to Department of Public Works and buildings of State of Illinois, Documents 12790197, 12821573 and 15819008, in Cook County, Illinois.

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## WARRANTY DEED IN TRUST 3803130

THIS INDENTURE WITNESSETH, That the Grantor, Beverly Bank, Matteson, f/k/a Matteso-Richton Bank, an Illinois Corporation, of the County of Cook and State of Illinois for and in consideration of the sum of TEN Dollars (\$10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto Exchange Bank of River Oaks Trust Company, an Illinois Banking Corporation, whose address is 1701 River Oaks Drive, Calumet City, Illinois as Trustee under the provisions of a certain Trust Agreement dated the 30th day of May, 1989, and known as Trust Number 2345, the following described real estate in the County of Cook and State of Illinois, to-wit:

Property Address: 826 E. 162nd Street, South Holland, IL 60473  
Real Estate Tax Nos: 29-14-304-044; 29-14-304-073

SUBJECT TO Covenants, conditions, restrictions and easements of record.  
Subject to: General real estate taxes for the year 1988 (2nd installment) and subsequent years.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said real estate as often as desired, to contract, to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases in perpetuity or in fee simple, and upon any terms and for any period or periods of time, not exceeding in any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof is conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be held liable to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person, including the estate of either of said county, relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successor in trust, that such successor or successor in trust has been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Exchange Bank of River Oaks Bank and Trust Company, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property, happening in or about said real estate and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder, and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate, as such, but only an interest in the earnings, avails and proceeds thereof.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles in the county relying upon or claiming under any such conveyance, lease or other instrument, shall be deemed to have been notified of the condition of said instrument, or words of similar import in accordance with the statute in such case made and provided.

Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall be the trustee in place of its predecessor, without the necessity of any conveyance or transfer.

And the said grantor hereby expressly waives and releases, in full and all right of benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution of other assets.

In Witness Whereof, the grantor alforesaid has hereunto set its hand and seal this 6th day of June, 1989

Attest: Richard L. Freichel (SEAL) Beverly Bank, Matteson, f/k/a Matteson  
Richard L. Freichel (SEAL) Attorney at Law, Richton Bank (SEAL)

State of Illinois I, the undersigned, MARK W. HANSEN a Notary Public in and for the County of Cook in the state aforesaid, do hereby certify that

and John R. Harrigan, Asst. Vice President of Beverly Bank-Matteson f/k/a Matteson-Richton Bank personally known to me to be the same person S whose names are

The instrument was drafted by Richard L. Freichel subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the same and voluntarily acted for the uses and purposes therein set forth, including the release and

Attorney at Law Richard L. Freichel signed, sealed and delivered the said instrument as their Attorney at Law Richard L. Freichel for the uses and purposes therein set forth, including the release and 600 Holiday Plaza Suite 330 Richard L. Freichel Notary Public, State of Illinois, and my seal this 6th day of June, 1989. My Commission Expires Aug. 5, 1990. Notary Public

Exchange Bank of River Oaks  
RIVER OAKS BANK & TRUST CO.  
1701 RIVER OAKS DRIVE  
CALUMET CITY, ILLINOIS 60409  
BOX 175 (COOK COUNTY ONLY)

826 E. 162nd Street, South Holland, IL 60473  
For information only insert property address.

6/30/89  
LEGAL DESCRIPTION AFFECTS PROPERTY OF  
CTP# 146 123 AND OTHER PROPERTY  
RES. ATTORNEY

This space for affixing Eiders and Revenue Stamps  
EXEMPT UNDER PROVISIONS OF PARAGRAPH "G", SECTION 4,  
REAL ESTATE TRANSFER ACT.

Document Number  
3803130



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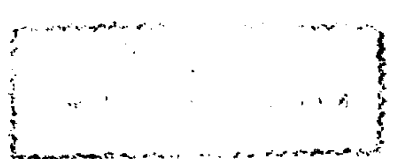
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38031430

JUN 20 PM 12:45  
CAROL JOSELEY BRAUN  
REGISTRAR OF TITLES

3803430



Age of Insured

Address

Husband

Wife

Substituted

Address

City

38031430

Slip Cost

AMERICAN TITLE INSURANCE CO.

211 LA SALLE ST.

CHICAGO, ILL.

CHICAGO, ILL. 60602

M131893