

# UNOFFICIAL COPY

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BUYER MICHAEL A. DENOFFLO, *See back* Address 127 W. FLOURNOY, CHICAGO  
 COOK County, State of ILLINOIS  
 AND THERESA D. PORTO, *See back* Address 5900 N. MILWAUKEE, CHICAGO, IL.  
 COOK County, State of ILLINOIS  
 agrees to sell to Buyer at the PURCHASE PRICE of EIGHTY-SIX THOUSAND AND 00/100  
 Dollars \$86,000.00 the PROPERTY commonly known as 5406 N. LOTUS AVE., CHICAGO  
 ILLINOIS and legally described as follows:

PIN # 13-09-106-010

LOT TWENTY TWO (EAST) NORTH FIVE (5) FEET THIRTEEN (13) AND  
 THE NORTH TEN (10) FEET OF LOT TWENTY THREE (23) IN BLOCK  
 EIGHT (8) IN EDWARD D. ANDERSON'S ACQUISITION TO JEFFERSON  
 PARK, A SUBDIVISION OF LOTS 21, 22, 23 AND 24 IN THE CIRCUIT  
 COURT PARTITION OF THAT PART OF THE NORTHWEST HALF (1/2) OF  
 THE NORTHWEST QUARTER (1/4) OF SECTION 9,  
 TOWNSHIP 40 NORTH, RANGE 13E, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, LYING IN SEEN MILWAUKEE EAST AND EIGHTH AVENUE  
 AND LOT 7 IN A SUBDIVISION OF THE SOUTHWEST HALF (1/2) OF  
 SAID QUARTER (1/4) SECTION IN COOK COUNTY, ILLINOIS

hereinafter referred to as "the premises" with approximate lot dimensions of \_\_\_\_\_ and improvements to and fixtures, including, but not limited to, ~~air conditioning, plumbing, heating, electrical, and other equipment and~~ and the following items of personal property:

2 REFRIGERATORS, 1 STOVE, BUILDING AND CONTENTS TO BE SOLD IN AN "AS IS CONDITION."

All of the foregoing to be sold be left on the premises, are included in the sale price and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED.  
 a. If the Buyer shall not make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer at the time and in the manner hereinafter set forth, Seller shall convey in a deed to be accepted by Buyer in joint tenancy or by instrument of record, a recordable, stamped general WARRANTY deed with force of conventional rights, good title to the premises, subject to the following: permitted exceptions: (1) any tax general or estate taxes not yet due and payable; (2) Special Assessments, and taxes after this contract date; (3) Building, building line and use of occupancy restrictions, conditions and covenants of record; (4) zoning laws and ordinances; (5) Easements for public utilities; (6) Drainage ditches, trenches, laterals and drain tile; (7) Easement of utility; (8) If the property is other than a detached, single family home, party walls, party wall rights and agreements; (9) easements, conditions and restrictions of record, terms, provisions, covenants and conditions of the declaration of a condominium, if any; and all conditions, covenants, and easements established by or imposed on the said declaration of a condominium or agreement thereto; if any, limitations and conditions of purchase of the Illinois Condominium Property Act, if applicable; installment of assessments due after the time of possession and easements established pursuant to the declaration of a condominium.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTANT PURCHASE. Buyer here by covenants to (a) to pay to Seller at 5900 N. MILWAUKEE, CHICAGO, ILLINOIS \_\_\_\_\_ to such other person or \_\_\_\_\_ at such other place as hereinafter may from time to time be agreed in writing, the purchase price and interest on the balance of the purchase price, commencing from time to time beyond from the date of initial closing at the rate of PRIME RATE\* + .5% per annum, all payable in the manner following to wit: (a) Buyer has paid \$ 5,000.00 (FIVE THOUSAND AND 00/100) as earnest money to be applied on the purchase price. The earnest money shall be held by CENTURY 21 HEISER & PORTO for the mutual benefit of the parties concerned.

(b) At the time of the initial closing, the additional sum of \$ 5,000.00 plus or minus pro rata, if any, as hereinafter provided, for the balance of the purchase price, to wit: VARIABLE/INTEREST ONLY PAYMENT AT PRIME\* + .5% MONTHLY installments of VARIABLE/INTEREST ONLY PAYMENT AT PRIME\* + .5% on the 28th day of SEPTEMBER, 1991, and on the 28th day of each thereafter, and the purchase price is paid in full ("Installment payments").

(c) The total payment of the purchase price and all accrued but unpaid interest and other charges as hereinafter provided, if not sooner paid, shall be due on the 28th day of DECEMBER, 1991.

(d) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquency all taxes and assessments which are due on the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price.

(e) Payment of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

4. CLOSINGS: The initial closing shall occur on AUGUST 28, 1991, (or on the date, if any, to which said date is extended by reason of subparagraph (b) at 5532 N. MILWAUKEE, CHICAGO, IL. Final closing shall occur if and when all covenants and conditions herein to be performed by Buyer have been performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on AUGUST 29, 1991 provided that the full down payment money in full provisions due in favor of Buyer, if any, having been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES:  
 a. Seller reserves the right to keep in place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance accruing interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall at all times notwithstanding that this Agreement is recorded, be paid to the lender at 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 that not the non-accrued interest. 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 affect 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 at a time Buyer has reason to believe a default may exist, advise to Buyer to pay 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 such default in or default in the terms of any indebtedness of prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or to cause such to be made and to offset the amount so paid or so expended including all incidental costs, expenses and attorney's fees, and to charge the same to the account of Buyer to protect the rights hereunder from the unpaid balance of the purchase price and 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, showing all corners staked and showing all improvements existing as of this contract date and all easements and building lines. In the case of the premises as a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.

\* PRIME RATE AT NORTHERN TRUST BANK, AS DETERMINED AT EACH PAYMENT DATE.

Memo only

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1. **ASSIGNMENT OF BUSINESS:** prior to the initial closing, Seller shall furnish to Buyer at Seller's expense an...  
2. **PERMITTED EXCEPTIONS:** the Seller shall have thirty (30) days from the date of delivery thereof to...  
3. **WARRANTY:** the Seller shall have thirty (30) days from the date of delivery thereof to...  
4. **BUYER'S OBLIGATIONS:** the Buyer shall have thirty (30) days from the date of delivery thereof to...  
5. **ASSIGNMENT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title...

6. **HOA/OWNERS ASSOCIATION:** the Buyer shall be bound by the rules and regulations of the applicable association...  
7. **PROVISIONS:** the Buyer shall be bound by the rules and regulations of the applicable association...  
8. **ESCROW CLOSING:** at the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of...  
9. **SELLER'S REPRESENTATIONS:** Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation...

10. **BUYER TO MAINTAIN:** Buyer shall keep the improvements on the premises and the grounds in as good repair and condition as they now are...  
11. **FIXTURES AND EQUIPMENT:** at the time of delivery of possession of the premises to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement...  
12. **INSURANCE:** Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss of damage by fire or other casualty...

13. **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 are to become delinquent all general and special taxes, special assessments, water charges, sewer service charges, and other taxes...  
14. **FUNDING FOR TAXES AND CHARGES:** in addition to the agreed installments, if any, provided in paragraph 1, 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...

15. **ASSIGNMENT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title...  
16. **HOA/OWNERS ASSOCIATION:** the Buyer shall be bound by the rules and regulations of the applicable association...  
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26. **HOA/OWNERS ASSOCIATION:** the Buyer shall be bound by the rules and regulations of the applicable association...  
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44. **FUNDING FOR TAXES AND CHARGES:** in addition to the agreed installments, if any, provided in paragraph 1, 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...

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The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency. Seller is hereby authorized and directed to deposit or cause to be deposited in any such insured or guaranteed account any amounts...

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the above-mentioned charges shall exceed the amount reasonably estimated as being required to pay said charges...

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and complying with assessments and fully nor shall Buyer be entitled to interest or earnings on the funds...

19. BUYER'S INTEREST

(a) Prorated title or interest, if of or equitable, in the premises 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 which then 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 therefor or for any part thereof.

20. LIENS:

(a) Buyer shall not suffer in prima or 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) If a deed or every contract for repair 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 Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien on the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

21. PERFORMANCE:

(a) If Buyer shall fail to pay when due any single installment of 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 hereunder and such default is not cured by Buyer within thirty (30) days after written notice to Buyer, then the default shall be deemed a default on which shall be cured forthwith. Seller may treat such a default as a breach of this Agreement and Seller shall have any one of the following remedies in addition to all other rights and remedies provided at law in equity: (1) maintain an action for any amount due and to obtain an order for the entire balance due and maintain an action for such amount, (2) the Buyer's interest under this Agreement, and retain all sums paid as liquidated damages or full satisfaction of any claim against Buyer, and upon Seller's failure to successfully prosecute, maintain an action for the same under the Foreclosure and Deficiency Act, subject to the rights of Buyer to a final sale as provided in that Act.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of a receiver.

(c) If default is based upon the failure to pay taxes, assessments or interest, in any case Seller may elect to make such payments and add the amount to the principal balance due, which amount shall hereafter immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not 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 a copy of interest then outstanding and any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or obligations of Buyer under this Agreement.

22. DEFAULT, TIEN:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, or in taking any proceeding to which Buyer or Seller is made a party to any legal proceeding, as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies given to Buyer 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 Agreement. (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 its full due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, in all the absence of any notice in after commencement of any suit, or after final judgment for possession of the premises shall not constitute, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICE: All notices required to be given under this Agreement shall be construed to mean notice in 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 of it to the Buyer at the address of the premises, unless it shall be deemed made when mailed or sent.

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 no payments being paid, and, in either case, reason to believe that Buyer has vacated the premises with no intention to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. 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 as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned a personal property, containing or on about the premises and Buyer's interest therein shall thereby pass under this Agreement as a full and final release without additional 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. CALCULATION 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 last 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 nor shall the Buyer lease or sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any act inconsistent herewith, shall vest no right, title or interest herein or hereunder, in in the said premises in any such transferee, pledgee, assignee, lease or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and make void the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance above and 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 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 or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer'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 which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In 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 Buyer, 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, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County 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 Buyer 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.

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The intent of this Agreement is to... with the power to do... shall and hereby be deemed to...

At the time of execution of this Agreement... Seller agrees that upon the written request of Buyer...

10. RECORDING: The parties shall record this Agreement as a memorandum thereof at Buyer's expense.

11. RIDERS: The provisions contained in any rider attached hereto are and for all purposes shall be deemed to be part of this Agreement...

12. CAPIONS AND PREFERENCES: The captions and headings of the various sections or paragraphs of this Agreement are for convenience only...

13. PROVISIONS SEVERABLE: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision...

14. BINDING ON OTHER PARTIES: This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Seller and Buyer.

15. JOINT AND SEVERAL OBLIGATIONS: The obligations of two or more persons designated Seller or Buyer in this Agreement shall be joint and several...

16. NOT BINDING UNTIL SIGNED: A duplicate original of this Agreement duly accepted by the Seller and his spouse if any, or if Seller is a trustee...

17. REAL ESTATE BROKER: Seller and Buyer represent and warrant that no real estate brokers were involved in this transaction other than CENTURY 21 HEISER & PORTO

Seller shall pay the brokerage commission of said brokers in accordance with a separate agreement between Seller and said brokers at the time of closing.

IN WITNESS OF the parties hereto have hereunto set their hands and seals this 28th day of

Seller: AUGUST 28th 1991 [Signature]

Witness: Michael Denofrio [Signature]

This instrument prepared by EDWARD G. WELLS & ASSOCIATES 5532 N. MILWAUKEE, CHICAGO, IL 60630

STATE OF ILLINOIS COUNTY OF [ ]

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TERESA D. PORTO, his wife personally known to me to be the same person as whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

OFFICIAL SEAL WILLIAM HARRISON Notary Public, State of Illinois My Commission Expires 6/7/93

333218

Commission Expires STATE OF ILLINOIS COUNTY OF [ ]

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL A. DENOFRIO, a bachelor personally known to me to be the same person as 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 a free and voluntary act for the uses and purposes therein set forth.

OFFICIAL SEAL WILLIAM HARRISON Notary Public, State of Illinois My Commission Expires 6/7/93

Commission Expires STATE OF ILLINOIS COUNTY OF [ ]

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that [ ] Secretary of said corporation also personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such [ ] Vice President and [ ] Secretary respectively appeared before me this day in person 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 the said Secretary also acknowledged that he, as a custodian of the corporation, delivered the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Commission Expires STATE OF ILLINOIS COUNTY OF [ ]

Notary Public

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Property of Cook County Clerk's Office

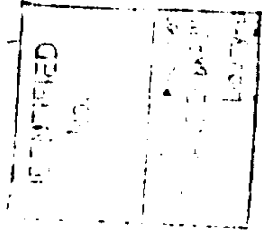
IN DUPLICATE  
7/15/18  
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1991 AUG 29 PM 3 32  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

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LIBERTY TITLE INS. CO.  
925 N. PLUM GROVE RD  
DECATUR, IL 60172  
312 519-7733

#91008242