FEB 26 1993:
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special 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.

Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in the premises in the premises and its provided any waste on or to the premises, and if Purchaser fails to make any such repairs or entitled.

The provided any such repairs or entitled the premises are such repairs or entitled. make such repairs or eliminate such weste and the cost diergor shall become an addition to the purchase price immediately due

- 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, or all 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.
- 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 parties
- 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 therefor to Seller.

- 10. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated 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 9,5 per cent per annum until paid. per cent per annum until paid. 1): In case of the failure of Purchaser to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, this agreement shall; at the option of Seller, be forfeited and determined, and Purchaser 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 possession of the premises aforesaid; 12. In the event this agreement shall be declared null and void by Seller 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 filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
- 13: In the eyent of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put 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.
- 14. Purchaser shall pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser will pay to Seller all costs and expenses, including attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by Seller against Purchaser on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought by Seller against Purchaser on or under this agreement.
- 15. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained; have every other remedy given by this a.ent or by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.
- Purchaser of any of the covenants and agreements herein, to enter Purchaser's appearance in any court of arance in any court of the tord, waive process and service thereof and confess judgment against Purchaser in favor of Seller together with the costs of such suit, including reasonable atto-judgment or judgments; Purchaser herobing reasonable attorees, and to waive all errors and right of appeal from such judgment or judgments; Purchaser hereby apressly waiving all right to any notice or demand under any statute in this State with reference to such an or action. If there be more than one person above designated as "Pürchaser" the power and authority
- 17. If there be more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although expressed in the singular, shall be read and construed as plural!
 - 18. All notices and demands hereunder shall be in writing. The mailing of a notice or demand by registered mail to Seller at c/o David E. Thieman, 1644 Monewood, IL 60430

Purchaser at 2701 Bernice Road, La of either party, shall be sufficient service thereof of either party, shall be sufficient service thereof. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. Lake County Recorder!

- 19: The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
- 20. Seller-warrants to Purchaser that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.
- 21. If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, the day and year first above written.

RIDGEWAY Ronald Smith

President Purchaser

MERCANTILE NATIONAL BANK OF INDIANA, not individually solely-as-Trustee-U/T 3689

SEE SIGNATURE PAGE ATTACHED

ATTEST:

Seller

GEORGE E. COLEª EGAL FORMS

Received on within Agreement the following sums PRINCIPAL INTEREST

personally, but solely as Trustee under the terms of that cartain agreement dated the 3RD day of AUGUST 19:93 creating Trust No. 3689; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the coverants, undertakings, representations and agreements herein made are made and intend, not as personal coverants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANNTILE NATIONIAL BANK OF INDIANIA, ASTARIUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANNTILE NATIONAL BANK OF INNOIANA, and count hereof, or on account of any covenant, undertaking representation or agreement herein contained; either expressed or implied; all such personal liability, if any, being hereby expressly waived and released by the partities hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

I IN WI TAKES WHIE BEOF, said MER'C ANTILLE NIATTONNAL

BANK OF INDIANA, has caused its ham to be stand to these presents by a

TRUST OFFICER, and its corporate seal to be hereunto affixed and attested by its assistance of the day and year first above written.

This Document is the property Back of Indiana, AS TRUSTEE the Lake County of Sandow hor Personally,

BY:

WILLIAM J. JONES, TRUST OFFICER:

DAVID L. FORBES. ASSISTANT VICE PRESIDENT AND TRUST OFFICER

STATE OF INDIANA.)

COUNTY OF LAKE

1:

فتعتبوه ودريان وووا ARLENE BANTA RANGERY Public in and for said County in the State aforesaid, OU LETERY CERTIFY, that WILLIAM J. JONES:

and

DAVID L. FORRES. , of the Mancancile Association, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the TRUST OFFICER foregoing instrument as such: and ASST. V.P. & TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set WILLIAM J. JONES forth: and the said did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said coporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8TH day of FEBRUARY , 19 93: .

ARLENE BANTA NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/16/96
RESIDENT OF LAKEL COUNTY

Thuman Co.