



DUE ON SALE

We, Northern Trust Real Estate believe that neither Contract for Deed nor Wrap Around Mortgage financing should be attempted as a device to circumvent the 'due on sale' clause in any First Mortgage. We recommend that any such transaction in which there is a First Mortgage containing a 'due on sale' clause to be discussed with the holder of that mortgage in order to arrive at some agreed upon solution.

We believe that the risks involved otherwise are greater than the possible benefits.

Therefore, it is our intent that we, Northern Trust Real Estate will not be a party to or participate in any actions that could be constructed as endeavoring to avoid or advocating avoidance of a 'due on sale' clause. Risk of acceleration of the First Mortgage indebtedness by reason of failure to obtain consent from the lender shall be borne by Buyer and Seller. Northern Trust Real Estate, their licensees, employees, representatives, sub-licensees and co-broker shall be indemnified and held harmless there from Buyer and Seller.

Acknowledged by:

Date: _____

Time: _____

Seller: _____

Seller: _____

Date: _____

Time: _____

Buyer: _____

Buyer: _____