

NOTICE OF FILING



To: Lino Menconi
Alesia, Menconi & Irsuta
1111 Plaza Drive, Suite 690
Schaumburg, IL 60173

Ruben and June Snear
49 McKinley Lane
Streamwood, IL 60107

PLEASE TAKE NOTICE that on August 4, 2000, I filed a Real Estate Sales Contract for Property Legally Described on the Attached Exhibit "A" at the Office of the Cook County Recorder of Deeds, a copy of which is herewith served upon you.

Daniel F. Hofstetter, Esq.
DANIEL F. HOFSTETTER, LTD.
1701 East Lake Ave., Suite 160
Glenview, IL 60025
Tel.: (847) 729-0055
Fax: (847) 729-0050

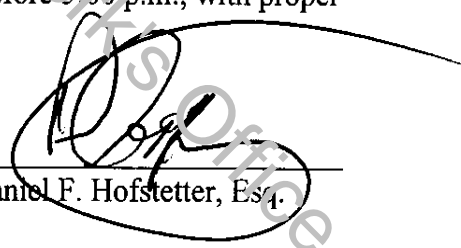
JOSEPH MERCADO and
NELYN MERCADO



BY: 
Their Attorney

CERTIFICATE OF MAILING

The undersigned, an attorney, states that he served a copy of this Notice to the above-cited parties by depositing the same in the United States Mail depository located at 1701 East Lake Avenue, Glenview, Illinois 60025, on August 4, 2000, before 5:00 p.m., with proper postage prepaid.


Daniel F. Hofstetter, Esq.

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

Handwritten initials: JP, MS, DW

LEGAL DESCRIPTION

Exhibit "A"

LOT 414 IN OAK KNOLL FARMS UNIT NUMBER 6, BEING A
SUBDIVISION OF PART OF SECTION 22, TOWNSHIP 41 NORTH, RANGE
9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N.: 06-22-217-005-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

CHICAGO ASSOCIATION OF REALTORS®/MLS
REAL ESTATE SALE CONTRACT - RESIDENTIAL
(for single family homes and for simple townhomes)



TO: Owner of Record SELLER DATE: 4/28/00
We offer to purchase the property known as 49 McKinley in Streamwood IL 60107

If a townhome, including parking space number (check applicable) _____ deed _____ assigned _____
of approximately 63 X 120 X 6 X 107 feet, together with improvements thereon.
With the following: (check or numerical applicable items)
Washer _____ Dryer _____
Refrigerator _____ Sump pump _____
Oven/Range _____ Water softener (if not rental) _____
Dishwasher _____ Wall to wall carpeting, if any _____
Garbage disposal _____ Built-in or attached shelving _____
Trash compactor _____ Smoke and carbon monoxide detectors _____
Window shades, attached shutters, draperies & curtains, hardware & other window treatment _____
Security system (if not leased) _____
Other items included: _____
Items excluded: _____

Purchase Price \$ 190,000 \$ 210,000 (in the form of check \$ 5000)
Initial earnest money \$ 1000 shall be held by _____ days after acceptance hereof.
and initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before _____
the earnest money in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by _____
with the laws of the state of Illinois with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any
which accrue account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.
The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE)

(a) Cash, Cashier's Check or Certified Check or any combination thereof
(b) Assumption of Existing Mortgage (See Rider 7, if applicable)
(c) Mortgage Contingency: This contract is contingent upon Purchaser securing by 5/22/00 7 DAYS FROM ACCEPTANCE
_____ a U.S. or Illinois savings and loan association or bank for
_____ interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 7.50 % per annum, amortized
_____ years, payable monthly, loan fee not to exceed _____ % plus appraisal and credit report fee, if any. If said mortgage
_____ cannot be obtained, this contract shall be null and void.
_____ If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it
shall be conclusively presumed that Purchaser has accepted such commitment and will purchase said property without mortgage financing. If Seller is so notified, it
may, within an equal number of additional days, secure a mortgage commitment for Purchaser on a third party. Purchaser shall have the option of
extending the closing date up to the same number of days. Said commitment may be given by Seller on a third party. Purchaser shall furnish all requested credit
information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If
Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this Contract shall be null and void
and all earnest money shall be returned to Purchaser.

(d) Purchase Money Note and Trust Deed or Article of Agreement (see Rider 10, if applicable)
At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of
homehead rights (or other appropriate deed if this is in trust or an estate), or Articles of Agreement, for such a deed if that portion of subparagraph (d) is
applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;
special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate
taxes for the year 19 _____ and subsequent years; the mortgage or trust deed referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable.
Seller represents that the 19 _____ and subsequent years, the mortgage or trust deed referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable,
the most recent ascertainable tax bill at closing, _____ \$ 3701.00 General real estate taxes shall be prorated at _____ % of
the following is for Fee Simple townhomes, strike if not applicable. Seller represents that as of the date of acceptance hereof the regular monthly assessment
pertaining to this unit is \$ _____ and the remaining amount due at closing will be \$ _____

payment of assessments, and, if applicable, prior to waiver of termination of any right of first refusal or similar options contained in the bylaws, covenants, conditions and restrictions
transfer of ownership. Additionally, the Seller shall deliver to Purchaser the bylaws, rules and regulations, and the prior and current years' operating budgets
within _____ days of acceptance hereof. Seller agrees to pay any applicable processing/escrow/transfer fees as required by the Association and
Purchaser agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this contract
shall be null and void and the earnest money returned to Purchaser, by the Seller shall pay the commission pursuant to paragraph 9 below.
Closing of escrow payout shall be on or before 6/2/00 (except as provided in paragraph 9(c) above), provided title has been shown
to be good or if accepted by Purchaser, at the office of Purchaser's mortgage lender.
Seller agrees to surrender possession of said Premises on or before 6/2/00.
If Seller is not in possession at closing, then, at closing, Seller shall pay to Purchaser _____ per day for use and occupancy commencing the first day
after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter and the provisions of paragraph 9
the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.
Premises is/is not (strike one) subject to the Residential Real Property Disclosure Act, Purchaser has/had not (strike one) received the Residential Real
Property Disclosure Report.

DUAL AGENCY DISCLOSURE AND CONSENT: The undersigned confirm that they have previously consented in _____
(Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically
to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Seller(s) initials _____ Purchaser(s) initials _____
The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any other compensation made
by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.
It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's
commission and dates, mutually acceptable to the parties. If within _____ days after acceptance of the Contract it becomes evident
that the agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and a written notice thereof is given to either party
within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written
direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL
BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for mold/moisture/pests) and approval of the
condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within _____ days from the date of acceptance
of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or
Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's
agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this
Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE
ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES
HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED
HERE TO AND MADE A PART HEREOF. BUYER'S SALES RIDER

PURCHASER Joseph MERCADO ADDRESS 5727 LINCOLN AVE
Social Security # 351-90-9706 (City) HORTON GROVE IL 60053

PURCHASER Delia MERCADO ADDRESS _____
Social Security # 330-74-2924 (City) _____ (State) _____ (Zip Code) _____

ACCEPTANCE OF CONTRACT BY SELLER
day of APRIL 2000 We accept this contract and agree to perform and convey title or cause title to be conveyed
according to the terms of this contract.
SELLER Ruben Oros ADDRESS _____
Social Security # _____ (City) _____ (State) _____ (Zip Code) _____

FOR INFORMATIONAL PURPOSES:
Listing Office COLDWELL BANKER Address _____
Seller's Designated Agent Name DAVID PFISTER Phone _____
Cooperating Office 21 JAYC Address 4652 W. OAKTON
Purchaser's Designated Agent Name JAN DANIEL LAW Phone SEDFIE IL 60076

