



WHEN EXECUTED BY ALL PARTIES THIS SHALL BE GOVERNED BY THE REAL ESTATE CONTRACT

00632673

DATE: 7-5-2000

TO: owner of Real Estate (Seller)

OFFER OF PURCHASER: I/We (Purchaser) offer to purchase the real estate known as: 1500 Cleveland Evanston Cook IL 60202

Legally described on exhibit A, if any. Lot size approximately per survey. Together with improvements thereon.

INCLUSIONS: The following shall be included: personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; drapery rods; curtain rods; radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; swings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens, smoke detectors; as well as the following specific items: ref w/g washer dryer stove.

EXCLUSIONS: The following shall be excluded: 199000 cash

1-PRICE: Purchase Price: 198000. Initial earnest money \$1000 in the form of personal check dated 7/6/2000 payable to Caldwell Banker. Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. The earnest money shall be increased to 10000. % of purchase price within 21 days after Seller's acceptance hereof. Said initial earnest money shall be returned, and this offer shall be void if not accepted on or before 7/8/2000.

2-FINANCING: This contract is contingent upon the ability of Purchaser to secure within days after Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of \$ or such lesser amount as Purchaser shall elect, with a fixed interest rate not to exceed % or an adjustable rate loan with initial interest rate not to exceed %, adjustment cap not to exceed % and lifetime cap not to exceed %. said loan to be amortized over a minimum of years, with a loan service charge not to exceed % or other financing as provided in Finance Rider.

If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 2. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within additional days after said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans established by any lending institution with a principal office in the Chicago metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller in the hereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser. THIS IS A HOME SALE AND/OR HOME CLOSING RIDER IS ATTACHED. THE PURCHASER WAIVES HIS RIGHT TO CANCEL THIS CONTRACT UPON RECEIVING A CONTINGENTIAL COMMITMENT SUBJECT TO THE SALE OR CLOSING OF HIS PROPERTY.

3-PAYMENT METHODS: The Purchase Price shall be paid, subject to prorations, all in cash, by cashier's check or certified check at closing.

4-CLOSING: (a) Closing or escrow payout shall be 7/15/2001 provided title conforms with this contract or has been accepted by Purchaser, by conveyance in stamped recordable warranty deed with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. (b) Title shall be conveyed at the time required by this contract subject only to: General taxes for 19 and subsequent years; special taxes or assessments, if any, for improvements not yet completed; installments, if any, not due at the date hereof of any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements; if any; existing leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Purchaser. (c) This sale shall be closed at office of Purchaser's mortgage or, if none, at office of listing broker, as specified below.

(Name) Caldwell Banker, at request of either party, in escrow with the title company issuing the title commitment by deed and money escrow; fee to be divided between Seller and Purchaser.

5-PRORATIONS: Real Estate taxes (based on 105% of most recent assessable taxes); assignable insurance policies, if requested by Purchaser, rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Parties hereto agree to prorate when real estate tax bill is available.

6-POSSESSION: Possession shall be delivered on 7/15/2001 provided sale has been closed. \$2500 of the purchase price is to be held in escrow by Caldwell Banker as security for possession, to be paid to the Purchaser at the rate of \$200 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the Purchaser or to the Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. The act of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

7-EARNEST MONEY: Earnest money and this contract shall be held by Caldwell Banker for the benefit of the parties hereto. Purchaser agrees that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

8-ATTORNEY APPROVAL: This contract is contingent upon the approval hereof as to form by the attorneys for Purchaser and Seller within 56 business days after Seller's acceptance of this contract. Notice shall be given pursuant to Paragraph 14 on the reverse side hereof.

9-INSPECTION: Purchaser may secure at Purchaser's expense (unless otherwise provided by governmental regulations) a home, radon, and/or wood infestation inspection(s) of said Real Estate by a professional inspection service(s). Purchaser shall serve notice upon Seller of any defect disclosed by the inspection(s), which are unacceptable to the said Real Estate, together with a copy of the report(s) within 5 business days after acceptance of this Contract. IN THE ABSENCE OF NOTICE WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) calendar days after receipt of such notice and report(s), agreement cannot be reached by the parties as to how the cost of correction shall be apportioned between the parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO PURCHASER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover, but not be limited to the major components of the Real Estate: central heating system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls, ceilings, floors and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age. PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THE CONTINGENCY. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by acts or negligence of Purchaser or the person(s) performing such inspection.

10-LEAD BASED PAINT TESTING CONTINGENCY: This contract is contingent upon an inspection or risk assessment of the presence of lead based paint and/or lead-based paint hazards. This inspection/assessment shall be conducted by an inspector/contractor licensed as required by law at Purchaser's expense within 10 calendar days of acceptance of this contract by Seller. This contingency shall be deemed waived unless Purchaser delivers to Seller written notice of specific existing deficiencies, together with a copy of the inspection and/or risk assessment report, Seller may, at Seller's option, within 2 days after delivery of said notice from Purchaser, elect to correct or NOT correct the deficiencies prior to closing and shall give written notice of such election to Purchaser. If Seller elects to correct the deficiencies, Seller shall furnish to Purchaser prior to closing certification that such deficiencies have been corrected. If Seller elects NOT to correct such deficiencies Purchaser, at Purchaser's option and upon notice to Seller within 2 days after delivery of Seller's election not to correct, may declare this contract void or may elect to purchase property subject to the deficiencies. Purchaser may remove this contingency at any time without cause. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by acts or negligence of Purchaser or the person(s) performing such inspection.

Purchaser acknowledges receipt of a completed Seller Disclosure form on _____ at _____ M.

The terms of the Rider(s) consisting of _____ pages attached hereto is made a part hereof.

PURCHASER'S NAME (Type or Print): Stewart Berger, SSN: 498-64-4628
Address: 217 Rutland Way, Streamwood IL 60107

ACCEPTANCE OF OFFER BY SELLER

This 7 day of July 2000 at 1 PM, we accept this offer and agree to perform and convey according to the terms of this contract.

SELLER'S NAME (Type or Print): Claudia St. Clair, SSN: 314-68-4367
Address: 1500 Cleveland Street, Evanston IL 60202

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT. North Shore - Barrington Association of REALTORS®

00632673



Chicago, Illinois 60602
134 N. LaSalle, Suite 1108
Mail To: Ronald B. Kaplan

rescount/2/98 #5000

Permanent Index Numbers: 10-24-418-014 and 10-24-418-015

LOTS 8 AND 9 IN BLOCK 3-IN J.E. KINSELLA'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOT 1 OF ASSESSOR'S DIVISION OF THE SOUTH HALF OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This contract is provided as a courtesy by the North Shore - Barrington Association of REALTORS®, which assumes no responsibility for the legal efficiency or contents.

(o) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.
(n) Seller agrees to provide the Internal Revenue Service with the Sale of Real Estate 1099 form as required by law.
or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.
Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take
184 executed by Seller and Purchaser or their authorized agents.
185 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax
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(k) Purchaser shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required
190 document and shall be treated in all manner and respects as the original document.
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(j) Any facsimile transmission of any document relating to this contract shall be considered to have the same legal effect as the original
192 by lender.
193 document and shall be treated in all manner and respects as the original document.
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(i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which
195 the real estate is located and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required
196 by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer taxes imposed by state law.
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(h) Seller and Purchaser shall execute all documents and provide all information so that any General Lender can issue its commitment
198 of this contract from any city, village, or other governmental authority.
199 (g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date
200 of this contract from any city, village, or other governmental authority.
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(f) Seller shall remove all debts from the real estate and improvements by date of possession. Purchaser shall have the right to inspect
202 the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and
203 included personal property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and
204 tear excepted.
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(e) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real
206 estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical
207 and other condition of the real estate, improvements and included personal property.
208 (d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty
209 apply proceeds on purchase.
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(c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Purchaser may place a mortgage on the real estate and
211 or desired by Purchaser.
212 appear on the survey thus furnished. Purchaser shall bear the cost of any later date survey which may be required by Purchaser's mortgage
213 at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any,
214 title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachments. Purchaser may
215 land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and
216 (b) Prior to closing, Seller shall furnish at Seller's expense a survey dated not more than 6 months prior to contract acceptance by a licensed
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casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance
218 15-GENERAL CONDITIONS: (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other
219 waived and the contract shall remain in full force and effect.
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14-NOTICES: All notices, other communications which may be required or made under the terms of this Contract shall be in writing and
141 shall be made to the parties hereto at the addresses which appear after their names, or at such address or to such person as each may by
142 notice shall be deemed to be given, as of the date notice is placed in the United States mail, postage paid.
143 For the purposes of Paragraphs 8 and 9 of this contract, if written notice of disapproval is given within the time period specified, this contract
144 shall be null and void and the earnest money shall be returned to Purchaser. Notice of disapproval may be given by either party hereto or
145 by their respective attorneys. If written notice of disapproval is NOT given within the time period specified, this contingency shall be deemed
146 waived and the contract shall remain in full force and effect.
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13-SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best
136 of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all
137 appliances to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing.
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12-DEFAULT: If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses
129 incurred, and balance paid to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest
130 money, at option of Purchaser shall be returned to Purchaser, but such refunding shall not release Seller from its obligations under this
131 contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may deposit the escrow funds with the Clerk
132 of the Circuit Court. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the
133 payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by
134 both seller and purchaser.
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11-TITLE COMMITMENT: (a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior
111 to the time of closing, a title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business
112 in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the
113 intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued
114 by that company, (2) the title exceptions set forth above, in Paragraph 4 (a) & (b), and (3) title exceptions which may be removed by the
115 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
116 of the deed. Delay in delivery by Seller or Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage
117 and bringing down title shall not be a default of this paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive
118 evidence of good title as registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment
119 date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment
120 herein required, (2) deliver the Owners duplicate certificate of title at closing, and (3) timely file all notices and take all necessary steps to
121 assure the deregistration of the real estate and recording of the deed at closing.
122 (b) If the title commitment discloses exceptions relating to title other than those referred to in Paragraph 11 (a), Seller shall have 30 days
123 from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these
124 exceptions removed within such time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the
125 expiration of the 30-day period, to take title as if then is with the right to deduct from the purchase price liens or encumbrances of a definite
126 or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties, and
127 the earnest money shall be returned to the Purchaser.
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