AFFIDAVIT

State of Illinois)

) SS

County of Cook)

the following:

LUUK COUNTY

The undersigned Affiant, oath says, and also covenants with and warrants

RECORDER being first duly sworn, on EUGENE "GENE" MOORE ROLLING MEADOWS

- 1. That the copy of the attached Multi-Unit Real Estate Contract (attached hereto as Exhibit A) is a true copy of the the original; and,
- 2. That the aforesaid contract states the terms of the transaction; and,
- 3. That this Affidavit is made pursuant to the provisions of the contract and for the purpose of protecting the rights of the Puyers; and
- 4. The legal description of the property is as follows: The North 1/2 of the East 1/2 of Lot 2 in the McRoy's Subdivision of Lot 6 in Block 1 in Child's Subdivision in the West 1/2 of the Southeast 1/4 of Section 11, Township 30 North, Range 14, East of the Third Principal Meridan, according to the plat thereof recorded May 20, 1893 as document #1872229, in Cook County, Illinois. 3/6/4/5

common address: 5426 S. Dorchester, Chicago, IL

PIN: 20-11-423-017

Affiant further states naught.

AFFIANT:

(seal)

OFFICIAL SEAL

MARIA ISABEL RAFALZIK

This instrument was prepared by and should be MAILED to: Harvey L. Teichman, 85

W. Algonquin Road, Arlington Heights, IL 60005

Subscribed and sworn to before me this Lotanday

ر2001مbf January

Notary Public

UNOFFICIAL COPY

MULTI-UNIT REAL ESTATE SALES CONTRACT (PAGE 1 OF



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1	1. THE PARTIES: Suyer and Saller are horsinshor referred to as the "Parties."	
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2	(Plant Prit	never to Buver or
3	2. THE REAL ESTATE: Real Estate shall be defined to include the real property and all improvements thereon. Setter agrees to Duyer's designated grantee, the Real Estate with the expressional tel size or surrange of	ey'
4	Duyer's designated grantes, the Real Estate with the established full size or surrough of	•
s	commonly known as: 54 26 SOUTH DORCHESTER, CHICAGO IL	29
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ė	2. TOTAL NUMBER OF CONFORMING UNITE: Any additional living quarter may not be to the	ger geres.
9	3. TOTAL NUMBER OF CONFORMING UNITE: municipality's building and/or zoning departments. Either party may attach the legal description and/or permanent index number at a life municipality's building and/or zoning departments. Either party may attach the legal description and/or permanent index number at a life s. FEXTURES & PERSONAL PROPERTY, All of the fixtures and personal property stated herein are owned by Solier and to Sali s. FEXTURES & PERSONAL PROPERTY, All of the fixtures and personal property stated herein.	rs knowledge an
10 11	S. FIXTURES & PERSONAL PROPERTY: All of the fixtures and personal property stated representation on the Date of Acceptance, unless otherwise stated herein. The following in the namenal property, if any, now locality operating condition on the Date of Acceptance, unless otherwise stated herein. The following in the namenal property is and plumbing feet.	on the premises i
12	contribing condition on the Date of Acceptance, unless otherwise stated herein. The following is the heimst printing and pumbing fast for which a Bill of Sale to be given at the closing; vartitating and control er conditioning equipment; heating, (griting and pumbing fast for which a Bill of Sale to be given at the closing; vartitating and control note; at the printing of the conditioning equipment of the printing of the closing; varieties and the conditioning equipment of the conditioning equipment e	d
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74 15	billowing items of personal property:	
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17 18	Exclusions: Exclusions: A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and	MUSTICO for each
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20	threat to he on creately. S. PURCHAN & P. HCE: Purchase price of \$ 3 i 5 (0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0) to be increased t
21 22	total of \$ Z . \$ 340 by Cont 01 02 . (Next 2001. The seriest money and are consistent with	anois State Law. 1
23	total of \$ 2.5.5.0 by (Det) 0.1 - 0.2 (New 2.5.1) the servest into any months with by the Listing Company (Ne ein referred to as "Escrowee"), in frust for the musel benefit of the Parties in a manner consistent with by the Listing Company (Described Company) or more purchase price, as adjusted by price of the server of the	ngage lender's one
24	ourchase price, as acquised by the account and contract money, the second and on before	(T)M@/UII
25 26	8. ACCEPTANCE: Earnest to may shall be returned and this offer shall be void a not accepted on the mortgage commitment. 7. MORTGAGE CONTINUENCY: This Contract is confirment upon Buyer obtaining an unconditional written mortgage commitment.	(exception manner
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32	processing these and closing costs charged by known of proving the second of assertant story of the second of the	c Date of Acceptor
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37 38	SMALL FOR ALL PURPOSES BE DEEMED TO HAVE WA FED THIS CONTINUED UPON BALE AMO/OR GLO AND EFFECT. SHOULD BUYER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON BALE AMO/OR GLO AND EFFECT. SHOULD BUYER RECEIVE A MORTGAGE CONTINUED.	REDIKA CH RYMIN
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40	PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS. IT THIS MORE DATE TO STATE THE SHORT DATE. IT THIS MORE DATE OF STATE	est the property, or
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49	g. PORREBAION: Possession shall be delivered, sudject to existing leases, action by these	
44	Possession shall be deemed to have been delivered when Seller has vacated premise; an idelivered keys to premises to Buyer or to	Listing Office. In
45 46	Possession shall be desired to have been delivered at closing. Select agrees to pay at closing the time of \$ 150.00 per de event possession is not to be delivered at closing. Select agrees to pay at closing the time of \$ 150.00 per de event possession de la contraction de la contra	to Buyer for use a
47	event possession is not to be delivered at closing. Seller agrees to pay at closing the possession date specified , regardless of when possession date specified , regardless of when possession date specified	At 12 SCOOM 5 STORE
48	(See Paragraph #19)	Buyer (check or
49 50	10. RESIDENTIAL REAL PROPERTY AND LEAD-BASED PRINT DISCLOSURE Report (only for or on ps of four (4) units or less has not received a completed blinois Residential Real Property Disclosure Report (only for or on ps of four (4) units or less has not receive the property Disclosure Report (only for or on ps of four (4) units or less has not receive the property Disclosure Report (only for or on ps of four (4) units or less has not received.	#; [check one] [] I
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52	Disclosure.	ners or condomini
53 54	11. PROPATIONS: Prorestable items shall include, without immission, tens are or sessioned. Salier recrease that as of a sessional fees, pramitions for insurance policies or accrued interest on any mortgage assumed. Salier recreases that as of a sessional fees to the sessional fees to t	to Date of Acceptar
55	Homeowner Association/Condominium rase and 3	The date of closing
56		t .
57 50	13. TAYES: CAIIA: 100 MOCANO MOLITORING CONTROL CONTRO	sollowing exempts
60	(strike inapplicable): homeowner, senior citizen, homestead, or none. 13. QTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those PROVISIONS selected for use to the GENERAL CONDITIONS and those PROVISIONS selected for use to the GENERAL CONDITIONS.	re Parties which
60 #1	OTHER PROVIDING: This Contract is subject to the General Conditions and trace recording pages and the following ettechnients: Paragraph 43 Resulted Bant Roll	
	THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DE	LIVET AN
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14_PROFESSIONAL INSPECTIONS; Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, redon, lead-based paint and/or has beaded gaint heards (unless separately waiwed), snature wood insect infestation inspection() of said Real Estets by one or mana professional inspection service(c). Buyer shall service upon Solicer of any defects disclosed by the inspection(stat) which are unacceptable to Buyer, logother with a copy of the report(s) which nev (3) business days (for (1) calendar days for a lead-based point and/or lead-based paint hazard inspection) after the Date of Acceptance. If WRITTEN NOTICE IS NOT SERVED WITHIN THE TITL calendar days for a lead-based point and/or lead-based paint hazard inspection) after the Date of Acceptance. If WRITTEN NOTICE IS NOT SERVED WITHIN THE TITL calendar days for a lead-based point and/or lead-based paint hazard inspection) after the Date of Acceptance. If WRITTEN NOTICE IS NOT SERVED WITHIN THE TITL calendar days for a lead-based point and/or lead-based paint hazard inspection) after the Date of Acceptance. If WRITTEN NOTICE IS NOT SERVED WITHIN THE TITL CALENDARY THE PROVISION SERVED WITHIN THE TITLE TO ESCANOWER. The home inspection shall cover ONLY the majoric promonants of the Resel Estate. Including but not minited to, cantral health system(s), central deciding opatom(s), interior plumping system, electrical system, not, walls, cellings, floors and foundation. A major component shall be deemed to be in openand condition in the performs the flutch for which it to Intended, regardless of eye, and does not constitute a mreat to health or safety. Buyer shall indomnify Seller and hold Seller harmass from and against any less or damage caused by the ode or negligence of Buyer or any person parterning auch inspection(s). Buyer and hold Seller harmass from and against any less or damage caused by t

A sufficient notice to all. Notice shall be given in the following monnor: by personal delivery of such notice; or

a. By personal delivery of such notice; or

b. By molling of such notice to the addresses recitad hardin by regular mail and by derined mail, return receipt requested. Except as otherwise provided herein, notice served by contributional, shall be effective an interest of mailing; or

c. By sending faccimilio transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business during business have a (9:00 A.M. to 5:00 P.M. Chicago lime). In the event fax notice is transmitted during non-business hours, the effective and time of notice is the first hour of the first bishes as day after transmission.

18. THE DEED: Solier what, solieve or cause to be conveyed to Buyer, or Buyer's designes, good and morchanistic title to the real calete by recordable general warranty Creat, with release of homestead rights. The the appropriate dead if title is in trust or in an estate), and with real estate transfer stamps to be paid by Solier (unless otherwise daplaneted by loce ordinance). Title when convey to will be good and merchanistic, and with real estate transfer stamps to be paid by Solier (unless otherwise daplaneted by loce ordinance). Title when convey to will be good and merchanistic, and with real estate transfer stamps to be paid by Solier (unless otherwise daplaneted by loce ordinance), building net and especially and casements, if any, so long as they do not interest with the current use and anjoyment of the property. Solier's obligation will be a printing the documents and form in Paragraph.

restrictions of record, building the and coordinate. If any, so long as they do not interfers with the current use and enjoyment of the property. Seller's collegation will be so rumble the documents and term in Paragraph. If I. T. T. At Seller's expense, which will deliver or cause to be delivered to Buyer or Buyer's atterney within customery time limitations and sufficiently in advance of closing as evidence of title in Seller or Grantor at the commitment for an ALTA title insurance policy with extended coverage by a little company licensed to operate in the State of Illinois, beging a date on or subsociated to the Date of the Confirment, but issued not more than forty-tive (at) catendar days prior to closing, in the amount of the purchase price, subject only to the exceptions therein stated. If the title or mit itemated interested by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title or mit itemated occopions, or if the Plot of Survey shows the encreachments which are not acceptable to Buyer, there is a property of the exceptions or encreachments which are not acceptable to Buyer, there is a property of the exceptions or encreachments and the exceptions of the encreachments. If Seller falls to have unperticuted exceptions wasted or title insured over prior to closing, Buyer may elect to take the title on it then in, with the deduct from the purchase price prior accuminations. Seller shall furnish Buyer at the image of ALTA insurance Policy.

20. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at the image and Alfidevit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA insurance Policy.

22. AEEDAMIT OF TITLE: Seller shall furnish Buye at the ring an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA incurance Policy.

13. POBBESSION ESCROW: In the event opposition is not call visit and of two percent (2%) of the purchase price to guerentee this procession, of the property shall be delivered to 8 layer on or before the date and time apacified in this Contract. In possession is not before the date and time apacified in this Contract. In possession shall be delivered to 11 to 20 layer from the essential to 4 delivered, the designation of the opposition that and the apacified in this Contract in possession is not delivered to 8 layer of the date of this date shall be delivered to 8 layer of the date of

In this paragraph.

25. SELLER REPRESENTATIONS: Seller warrants and represents that he had not received written the from any Governmental body or Homeowner's Association of any (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) e y special esseetment proceedings allocing allocing the Roal Estate and that Seller has no knowledge of boundary line disputes or exagements or claims of exagement not anown by the public to that or of any hazardous waste on the Real Estate.

28. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clash contribute. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate, include and personal property within 12 hours prior to desting to verify that the Real Estate, Improvements and included personal proporty are in qubatantially the same condition as of the Date of Ofer of this Contract, normal wear and text excepted.

27_ROVERNMENTAL COMPLIANCE: Parties agree to comply with the reporting requirements of Socion 5045(e) and 50 otton 1445 of the Internal Royanua Codo and the Real

Estate Softlement Procedures Act of 1974, as amended,

25. ESCROW CLOSING: At the closion of either Party, not lose than five (5) business days prior to the closing, this sale shall be close: through an excrow with the lending institution 153

25. ESCROW, CLOSING: At the clooking of other Party, not lose than five (5) business days prior to the closing, this sale shall be close, through an excrow with the lending institution or the title company in accordance with the provisions of the usual form of Dood and Monoy Eggrow Agreement as agreed upon belt are the Parties, with provisions inserted in the Escrow Agreement as agreed upon belt are the Parties, with provisions inserted in the Escrow Agreement as agreed upon belt are the Parties, with provisions inserted in the Escrow Agreement as agreed upon the conform with this Contract. The not of the opportunity of the Party requesting one such as a series of the conformation of required by Buyer's lender.

22. ELODINGURANCE: Buyer shall obtain flood insurance if required by Buyer's lender.

23. ELODINGURANCE: Buyer shall obtain flood insurance if required by Buyer's lender.

24. ECONDOMINUMES: (Biophopola): The Parties agree as Monday through Friday, excluding Federal holidays.

25. ECONDOMINUMES: (Biophopola): The Parties agree and Monday Monogh Priority, excluding Federal holidays.

26. ECONDOMINUMES: (Biophopola): The Parties agree and merchantable, cubject to toma, provisions, exceeding and continuing of the Condominium of condominium from the party of the Condominium from the Condominium from the Parties and conditions and conditions are conditions and conditions and conditions are established by or implied from the Declaration of Condominium from the Declaration of the private created by the Declaration of Condominium from the Declaration of the private created by the Declaration of Condominium from the Declaration. In the private created by the Declaration of Condominium from the Declaration of the provise created by the Declaration of only the case o

or the second A recommend fee covering the direct out-of-pocket cost of previding such information and expering may be charged by the executation or to Board or Managera to the unit seller for providing such

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THE FOLLOWING OPTIONAL PROVISIONS (PAGE 3 OF 4)

≈191 eg192	(A) INFORMATION ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:
भु94	(7) Buyer owns roel estate commonly known as (address):
∰ 195	(2) Buyer [check one] has has not entered into a contract to sell his raal estate.
17.198	If Buyer has content into a contrast to call his rest
197 198	(b) Suyer's sale contract (check one): U is U is not subject to a mortgage contingency.
199 200	(c) Buyer's sale contract [check one]: Is I is not subject to a real estate closing contingency.
200 200	(3) Buyer has fisted his real cotate with (name of broker);
201 202 203 204	If Buyer's rool colate is not listed with a licensed real estate broker and in a local multiple listing service, Buyer shall list his home with a licensed reported broker who will place it in a local multiple listing service within seven (7) calender days of the Date of Acceptance of this Contract. Buyer shall list his home with a licensed reported by the licensed by the licensed reported by t
205	(B) SALE AND/OR CLOSE OF BUYER'S REAL ESTATE: [Strike inapplicable]
208	(1) This Contract is contingent upon the occurrence of the following and written notice to Seller of same, within the time specified: Buyer is able to produce a contract for the sale of Buyer's real estate on or before
208 209 210	Deform the condition of the contract shall be null and void and earnest money refunded to buyer of or written difference of the parties to escrower.
211 212 213 214	(2) This Contract is contingent upon the occurrence of the following and written notice to Soller of same, within the time specified: Buyer closes the sale of the estate on or before
215 216	(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Saller has the right to continue to show the property and offer it is eate subject to the following:
217 218 219	(1) If Seller accepts another bone ide of or to purchase the subject property during such period. Seller shall notify Buyer in writing of same. Buyer shall then have hours efter Seller gives such notice to waive the above contingencies subject to (D) WAIVER OF CONTINGENCIES Peregraph.
220	(2) If Buyer waives the above contingencies in midting within poid time period, this Contract will remain in full force and effect.
221 222	(3) If the above contingencies are NOT walved if writing within said time period by Buyer. THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UP ON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.
223 224 225 226	(D) WAIVER OF CONTINGENCIES: IF BUYER CHOOSES TO WITTE, FOR ANY REASON, EITHER OF THE ABOVE CONTINGENCIES IN PARAGRAPH #31-8 PRIOR TO THEIR TERMS BEING MET, BUYER WILL INCREASE EARNEST MONEY TO A TOTAL OF S. AND WAIVE ALL CONTINGENCIES. EXCEPT MORTGAGE CONTINGENCY (As set forth in Paragraph #8) CONTAINED IN THIS CONTRACT.
227 228 229 230 231 232 233 234 235 236 237	(E) NOTICE (FOR THIS CONTINGENCY ONLY): All notices required the Paragraph #31 shall be in writing and shall be served on the Party, with copies to their respective atterneys and real estate bruk re. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner. (1) By personal delivery of such notice effective at the time and dats of personal delivery; or (2) By mailing of such notice to the addresses recited herein by regular mall and by certified mail, return receipt requested. Notice served by certified mail shall be effective as of 10:00 A.M. on the morning of the second day following deposit of notice in the U.S. Mail; or 5y facelmile to a Party (service shell be effective at the time and date the sanding Party receives a receipted copy of the notice from the receiving Party); or (4) By personal delivery to Buyer's dasignee (other than Buyer's agent) listed beta. Notice to Buyer's designee shall be deemed notice to Buyer affective at the time and date of personal delivery. Buyer's designee shall reside within 35 miles of subject property.
238 239	Address City, ST, Zip
240 241 242 242 244 244	Seller's obligations herounder shall be subject to Seller obtaining written termination and cancelle on it the prior contract ("prior contract"). Seller's obligations herounder shall be subject to Seller obtaining written termination and cancelle on it the prior contract on or before in the event the prior contract is not terminated or cancelled within the first specified, This Contract Schall BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIPLOTION OF THE PARTIES TO ESCROWEE. Notice to Buyer under the prior contract should not be served until after attornoy's review and profess, not inspections provided for in this Contract have been satisfied, weived or expired.
248 247 248	25. INTEREST REARING ACCOUNT: Earnest money when received in the total amount of \$5000.00 or more. (with a completed W-9 and other required forms), shell be held in a federally insured interest bearing account at a financial institution designated by Escrewes. All interest serned on the cornest money shell accrue to the benefit of and be paid to Buyer.
249 250	36. SURVEY OPTIONS: The survey provided by Seller pursuant to Paragraph #14: PLAT OF SURVEY shall show all comors staked and flagged or otherwise monumented.
251 252 253	37. CONFIRMATION OF DUAL AGENCY: The Porties confirm that they have previously consented to (Licensee) acting as a Dual Agent in regard to the transaction referred to in this Contract.
254 255 256 267	35. "AS IS" CONDITION: This Contract is for the cold and purchase of Real Estate and personal property in its "As is" condition as of the Date of Acceptance. The Real Estate and personal property have been inspected by Buyer and Buyer acknowledges that no representations, warranties or quarantees with respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller.
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290 290		Seller's refusa	to accept Bu	Lyer's credit. If Sal	ler tills to deliver to	Buyer notice	within the tin	ne specified. Se	i, seiler snall no Ilar shall be deci	med to hev	n witting of c eccepted
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300		43. RENT ROL	<u>.L.:</u> This contr	act is contingent up	on the Purchaser's	inepaction and	Loop aval of a			d aromicoc	within five
301 302		give written not	ce within the	sime specified to the	son in the event the Seller of said diseas	r Purchaser og	co not ar pro-	o of said units/	aportmenta/store:	a, the Purcl	haser shall
303 304				of be reached by the direction of all pa			pocowo unii s	an days after no	cocrow monica provice [al is given, i paid by the	Purchaser
305			opon w	or direction of all pa	ines to the eschame	e.					
30 5 307				ts that all existing to default, unless othe							
308		without the write	ten consent o	/ new leases, nor si f the Purchaser. A c	12i) Seller renew en PRV of any and all w	y current least	\/=\			the date	of closing.
309			001.17.8017.6	ind the following is t	he rent roll for said	10289(8);		CO IO INC POC	n ar wia ii i ii ve (.) DUSINGSS	DAYS MILL
310 311		UNIT/APARTMI	ENT/STORE	WRITTE LEASE		EXPIRING		CURITY		MONTHLY I	RENT
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