

UNOFFICIAL COPY 0010415959

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2001-05-17 12:45:24  
Cook County, IL 33.00



PLEASE RECORD DOCUMENT

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL

Chicago Title Insurance Company

BY: Josh M. Audley

I, THE UNDERSIGNED, A NOTARY IN AND FOR THE COUNTY OF COOK, STATE OF ILLINOIS, DO HEREBY CERTIFY THAT KEITH C. PISCHELLO, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE SIGNED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USE AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 14th DAY OF May, 2001.



J McNeill  
NOTARY PUBLIC

BOX 333-CTI

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Property of Cook County Clerk's Office

10-10-12

REAL ESTATE SALE CONTRACT - APARTMENTS INVESTMENTS

UNOFFICIAL COPY



TO: Owner of Record SELLER DATE: November 15, 2000 REALTOR
1/20/11/00 7920548 JMC IOFI
1/Wo offer to purchase the property known as 2704 and 2706 W. Touhy, Chicago, IL 60644 deeded parking

Lot approximately 2000 sq feet, together with improvements thereon.
FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or enumerate applicable items)
T.V. Antenna Washer Central air conditioner Electronic garage door(s)
Refrigerator Dryer Window air conditioner with remote unit(s)
Oven/Range Sump pump Electric air filter Fireplace screen and equipment
Microwave Water softener (if not rental) Central humidifier Fireplace gas log
Dishwasher Wall to wall carpeting, if any Ceiling fan Firewood
Garbage disposal Built-in or attached shelving Outdoor Shed Existing storms & screens
Trash compactor Smoke and carbon monoxide detectors All planted vegetation Attached book cases and cabinets
Window shades, attached shutters, draperies & curtains, hardware & other window treatments Radiator covers
Security system (if not leased)

Other items included: All systems, appliances & fixtures currently on the premises (other than Tenant-owned)
Items excluded:
1. Purchase Price \$ 260,000.00 - 280,000.00 \$10,000.00 (fixtures)

2. Initial earnest money \$ 1,000.00 in the form of personal check shall be held by Prop. R T Group (Escrowee) to be increased to 10% of purchase price within 10 business days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before November 21, 2000. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by Prop. R T Group as escrowee, for the benefit of the parties hereto in an interest bearing escrow account in compliance 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 such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash - Check or Certified Check or any combination thereof. See attached Rider for financing terms
(b) Assumption of Existing Mortgage (See Rider 7 if applicable)
(c) Mortgage - This contract is contingent upon Purchaser securing by (date) a written commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ over years, payable monthly, loan fee not to exceed % per annum, amortized over years, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than years. Purchaser shall pay for private mortgage insurance if required by lending institution. 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 secured such commitment and will purchase said property without mortgage financing. If Seller is so notified Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller or 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 and Seller shall not be liable for any sales commission.

(d) Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$ (which sum includes earnest money) and the balance by (STRIKE THROUGH ONE): (Purchaser Money Note and Trust Deed) (Installment Agreement for Deed) in the amount of \$ with interest at the rate of % per annum to be amortized over years, with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. The parties cannot agree on the form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used or the George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request; and Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is inaccurate.

4. 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 homestead rights (or other appropriate deed if title is in trust or in estate), or Articles of Agreement for such a deed if that portion of subparagraph 3(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 simplified, unconfirmed special governmental taxes or assessments; general real estate taxes for the year 19 and subsequent years and the mortgage or trust deed set forth in paragraph 3 and/or Rider 7. Seller represents that the 19 general real estate taxes are \$ 3,200. General real estate taxes shall be prorated at 110% of the most recent ascertainable tax bill at closing.

5. Seller represents and warrants that: (a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than 19 and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$ 2,500. See attached Rider 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49.

6. Closing or escrow payout shall be on or before 12/15/00 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at Title Company.

7. Seller agrees to surrender possession of said premises on or before 12/15/00. (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ 500.00 per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or 10 months, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) per day up to and including day possession is surrendered, if any, to be turned over to Seller and acceptance of payment by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.

9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to N/A (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

12. 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 compensation and duties, mutually acceptable to the parties. If within 7 days after acceptance of the Contract, it becomes a contingent agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and 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 HEREBIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 7 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 HEREBIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER Young Earnel of West Rogers Par ADDRESS 2715 W. Touhy, Chicago, IL 60645
An Illinois NEP Corporation (City) (State) (Zip Code)
PURCHASER By Jeffrey Brochin, Its President not personally but as Agent for said Corporation (City) (State) (Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER
This 19 day of November 19- 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 2700 W. TOUHY, LLC ADDRESS
SELLER X ADDRESS
FOR INFORMATIONAL PURPOSES:
Listing Office Address
Seller's Designated Agent Name Phone
Cooperating Office Address
Buyer's Designated Agent Name Phone

10415959

**UNOFFICIAL COPY****RIDER TO COMMERCIAL REAL ESTATE SALES CONTRACT***(Revised 1:00 pm in BOLD and underline)*

This Rider is attached to and shall constitute an integral part of that Real Estate Sales Contract dated November 15, 2000 entered into by and between **2700 W. Touhy, LLC** (hereinafter referred to as 'Seller'), and **YOUNG ISRAEL OF WEST ROGERS PARK**, an Illinois NFP Corporation (hereinafter referred to as 'Purchaser') for the purchase of the properties commonly known as 2704 and 2706 W. Touhy Avenue, Chicago, Illinois. In the event of a conflict between the terms of the pre-printed Contract and the terms of this Rider, the terms of this Rider shall supercede and prevail over the pre-printed form.

1. This Contract shall be contingent upon Purchaser raising the balance of the 20% downpayment monies within 21 days after the Acceptance Date of the Contract. In the event that Purchaser is unable to raise such monies by said deadline, said inability to proceed with the Contract shall not be deemed a default, and the Contract shall become null and void and of no further consequence, and Purchasers shall be entitled to return of Earnest Monies heretofore remitted.
2. This Contract shall be contingent upon Purchaser obtaining Membership Approval for this purchase from among its registered Membership within 9 business days after Acceptance Date. In the event that Purchaser is unable to obtain said Approval, said inability to proceed with the Contract shall not be deemed a default, and the Contract shall become null and void and of no further consequence, and Purchasers shall be entitled to return of Earnest Monies heretofore remitted.
3. This Contract shall be contingent upon Purchaser obtaining a Special Use Permit for operation of a synagogue at the B4-1 Zone (where the subject property is located) within 90 days after Acceptance Date. In the event that Purchaser is unable to obtain said Permit, said inability to proceed with the Contract shall not be deemed a default, and the Contract shall become null and void and of no further consequence, and Purchasers shall be entitled to return of Earnest Monies heretofore remitted. In the event that Seller receives another written, *bona fide* offer to purchase the subject property within said 90 day period which does not have such a contingency, Seller shall so notify Purchaser of same in writing, and Purchaser shall then have 72 hours in which to either waive this contingency and proceed with the transaction, or, give written notification of termination of the Contract without default.
4. Purchaser's Co-operating Broker, **RJA TEAM Realty & Management** expressly discloses that it is owned and managed by Purchaser's President, and that the 2.5% co-op commission (less \$50) at Closing shall be gifted to and applied to the Closing Costs of Purchaser minus a nominal fee for Co-operating Broker's administrative costs. Purchaser's Co-operating Broker further discloses that he is a licensed Illinois Attorney and Attorney of Record for Purchaser acting *pro bono* and that in the event of an ethical conflict arising from such dual roles, a substitute Attorney may be retained to represent Purchaser at Closing.  
**10415959**
5. Within 5 business days after Acceptance Date, Seller shall provide to Purchaser for satisfactory review: any existing Property Inspection Reports in the possession of Seller, any Environmental Reports in the possession of Seller (including Phase I or otherwise), any utility and insurance bills in possession of Seller, the most recent tax bills pertaining to the subject premises, copies of the Condominium Declaration, Condominium By-laws, existing Budgets, and proposed Budgets. Seller expressly represents that there are no Special Assessments currently assessed against the said Units nor proposed in any proposed Budget. Seller expressly represents that there are no underground storage tanks (USTs) on the premises. ~~Seller agrees to transfer any existing warranties on roof, appliances, systems, structural, etc. to Purchaser at closing.~~
6. Seller expressly agrees to cooperate with documentation pertaining to any Application for Property Tax Exempt status which Purchaser may file after Closing; and, with any Special Use Permit application for synagogue use of the premises which Purchaser may file at any time. Said covenants by Seller shall survive the Closing.
7. Seller represents that Unit 2704 W. Touhy is currently vacant and not under lease and shall be available for Purchaser's possession upon Closing. Seller further represents that Unit 2706 W. Touhy is currently occupied by Tenant, **AVMED Medical Supply**, pursuant to a month-to-month tenancy at **\$1,100.00** per month. The parties agree that **AVMED Medical Supply** (may) remain in possession until **May 31, 2001** with monthly rents payable to Purchaser from date of Closing. Any unused security deposits to be transferred or credited to Purchaser at Closing. No new lease will be entered into with any party between the Contract date and the date of Closing.
8. Seller agrees and represents that no service contracts are presently existing with respect to maintenance, repair, mechanical work, structural work, appliance/system rental, appliance/system repair or otherwise for subject property, and that none will be entered into with any party between contract date and date of closing unless Purchaser approves of same in writing. In the event that any such service contracts are presently in force, then this contract shall be subject to Purchaser's satisfactory examination of such contracts within five (5) business days after acceptance date. And, upon Purchaser's request, Seller agrees to assign such contracts, if assignable, to Purchaser at closing.
9. Seller agrees to tender keys, properly identified, to all locks and to all other keyed appliances and/or devices on subject property at closing. Purchaser shall have the right to a walk-through within 48 hours prior to closing. ~~Seller represents and warrants that all systems (i.e. electrical, plumbing, heating, air conditioning) and all appliances are in proper working order as of date of Contract and shall be in proper working order through date of Closing.~~
10. Seller represents that as of the contract date neither he nor his agent has received any notice of, nor has knowledge of, any impending lawsuit or circumstances forming the basis of any lawsuit which would or might in any way affect the subject property or a successor owner, from any individual, corporation, partnership or personal representative. Seller further represents that he has received no notice of any building code violations and further represents and agrees that in the event any such notice is received between the Contract date and date of Closing, Seller shall promptly notify Purchaser of same and if said violation(s) is not cured by Seller prior to date of Closing, then at Purchaser's option, same may be legitimate grounds for termination of Contract without default against Purchaser. If any Building Registration is required by the Municipal Authority, and/or any certificate of compliance is required by any other governmental authority same shall be current and fully paid for by Seller prior to Closing.
11. Seller shall arrange for final reading on all utilities within four (4) days prior to closing and shall present proof of final payments for same at closing.

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12. Notices may be served upon the parties by way of FAX correspondence served upon the respective Attorneys with proof of FAX transmission retained through date of Closing.

13. SELLER INSTALLMENT FINANCING: Purchaser covenants and agrees to pay to Seller or to such person and at such place as Seller may from time to time designate in writing, the sum of ~~Two Hundred Eighty Thousand (\$280,00.00)~~ in the following manner:

a) Upon execution of this Agreement, \$1,000.00 initial earnest money to be held by Listing Broker, as Escrowee. Earnest Money to be increased to \$10,000.00 within 10 business days after Acceptance Date. At time of Initial Closing, Purchaser to tender an additional ~~\$46,000.00~~ for a total downpayment of ~~\$56,000.00~~ (20% of Purchase Price.)

b) The principal balance of ~~Two Hundred Twenty-Four Thousand (\$224,000.00)~~ Dollars due hereunder shall bear interest at the rate of ~~not to exceed ten percent (10.0%)~~ per annum ~~for such lower rate as Seller may obtain from its Lender~~ and shall be based on a ~~twenty-five (25)~~ year amortization period and shall be payable as follows:

- (1) ~~\$2,036.16~~ to be paid on the 1st day of ~~April~~, 2001; *June*
- (2) ~~\$2,036.16~~ to be paid on the 1st day of each and every month thereafter.

*8.75%  
Note*

c) The entire balance due hereunder including unpaid principal and any unpaid interest shall be due and payable on the 1st day of ~~May~~, 2003. ]

d) So long as Purchaser shall not be in default in any of the terms hereof, Purchaser shall have the right to prepay any amount on account of the principal due hereunder without penalty, provided, however, that any such prepayment shall not excuse or delay the payment of any other installments due hereunder.

e) In addition to the payments of principal and interest to be made by Purchaser as provide herein, Purchaser shall deposit with Seller on each monthly installment date, an amount equal to 1/12th of the annual general real estate taxes and special assessments. When same become due and payable, Seller shall use such deposits for the purpose of paying taxes and assessments. In the event any deficit shall exist or the deposits are so reduced that the remaining deposits together with the monthly deposits will not provide sufficient funds to pay the then current calendar year's estimated taxes when due, then Purchaser shall within five (5) days after demand, deposit such sums which shall, together with the remaining deposits and monthly deposits provide sufficient funds to pay the next installment of estimated taxes when next due to the Assessor's Office. At all times until the Deed is delivered to Purchaser, Seller shall have the right to pay any real estate taxes or special assessments without inquiring into the validity thereof. In the event that Purchaser shall obtain Tax Exempt status for the subject property during the course of the financing period, then monthly tax payments shall cease and any refund of taxes for the period after Closing Date shall be payable to Purchaser

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f) Purchaser shall comply with all ordinances and requirements with regard to the operation of and condition of the premises. In the event Purchaser shall receive notice of any violation or alleged violation pertaining to the operation or condition of the premises, Purchaser shall within fifteen (15) days after receipt thereof, forward to Seller a copy of such notice and shall take all reasonable steps necessary to begin to cure such violation or alleged violation pertaining to the operation or condition of the premises.

g) Purchaser shall be provided with a commitment for title insurance issued by a title insurance company as selected by Seller no later than five (5) business days prior to Initial Closing. Conveyance shall be subject to the objections set forth in said commitment which are not waived. Seller shall not be obligated to furnish any further title commitment. If Purchaser requires updated commitment or policy at the time of Final Closing or before, same shall be at Purchaser's own expense.

h) Any sums held by Seller as a tax or insurance reserve may be co-mingled with Seller's funds and no interest shall be due Purchaser on said deposits.

i) Purchaser may record this Installment Agreement and all attachments hereto with the Cook County Recorder's Office.

j) In addition to the monthly installment payments and real estate tax deposits cited above, Purchaser shall deposit a monthly amount equal to 1/12th of the annual insurance premium costs. Notwithstanding such insurance coverage, Purchaser shall indemnify Seller and also defend and hold Seller harmless against any claim or suit arising out of access to or use of the subject property.

k) Both parties expressly agree and understand that neither party shall in any way encumber the subject premises by way of mortgage, lien or otherwise, without the prior written approval of the other party. The parties acknowledge that Seller currently has recorded against the property a Mortgage Lien in the amount of \$ \_\_\_\_\_ in the name of \_\_\_\_\_ (Lender).

*July*

l) Final Closing of this transaction shall take place on May 1, 2003 or as soon thereafter as the parties hereto may agree (but not more than 30 days thereafter), at which time Seller shall deliver a Warranty Deed to Purchaser as provided herein, and Purchaser shall make full payment of balance of principal and interest as provided herein, and under the terms and conditions set forth herein.

m) Seller to pay state and county transfer taxes and title insurance fees and for current (not more than 6 month old) survey. Purchaser to pay municipal transfer taxes (if any) and any applicable recording fees. ]

~~n) In the event monthly payment is not received by the 15<sup>th</sup> of the month, Seller may issue a 15 Day Notice of Default under which Purchaser shall have 15 days to cure said Default. If Default is not cured within said 15 day notice period, Purchaser shall be in technical default. If technical default is not cured within an additional 30 day period, Seller may exercise right to declare a forfeiture and take possession under the laws of the State of Illinois.~~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recited in the Contract form to which this rider is attached.

SIGNED:  
2700 W. Touhy, LLC, SELLER  
*[Signature]*

SIGNED:  
Young Israel of West Rogers Park, An Illinois Not-for-Profit Corporation  
By, Jeffrey Brochin, Its President, not Personally but as Agent for said Corporation  
*[Signature]*

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## AMENDMENT TO REAL ESTATE SALES CONTRACT

This Amendment To Contract is attached to and shall constitute an integral part of that Real Estate Sales Contract dated November 15, 2000 entered into by and between **2700 W. Touhy, LLC** (hereinafter referred to as 'Seller'), and **YOUNG ISRAEL OF WEST ROGERS PARK**, an Illinois NFP Corporation (hereinafter referred to as 'Purchaser') for the purchase of the properties commonly known as 2704 and 2706 W. Touhy Avenue, Chicago, Illinois. In the event of a conflict between the terms of the pre-printed Contract and Rider, and, the terms of this Amendment, the terms of this Amendment shall supercede and prevail over the pre-printed Contract form and Rider.

1. There shall be no prorated credit of real estate taxes at either the Initial Closing or the Final Closing of this Installment Sale.
2. If it is determined that Seller has collected more money from Purchaser than is owed in Taxes for the period for which the monthly Tax Installments were being made by Purchaser, Seller shall refund any excess sums for such period(s) to Purchaser.
3. The Installment first payment under the Contract shall be JULY 1, 2001 and monthly payments shall continue on the first day of each month thereafter, with Final Closing to take place on AUGUST 1, 2003, unless pre-paid beforehand. Monthly Payments are currently calculated as follows:

Principal & Interest (\$224k @8.75%, 25 Years)	\$1,841.60
1/12 <sup>th</sup> R/E Taxes (6 PINS)	\$ 801.72
Condo Assessments (Includes Bldg. Insurance)	\$ 321.50
TOTAL:	<b>\$2,964.82</b>

Dated: May 11, 2001

AGREED:

**2700 W. Touhy, LLC**

By: *Kelvin J. Schwenn*

AGREED:

**Young Israel of W. Rogers Park**

By: *[Signature]*  
**ITS PRESIDENT**  
**& NOT PERSONALLY**

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STREET ADDRESS: 2700 WOODHURST UNIT S3 & S4 & PARKING SPACES PS5, PS6, PS7, PS8  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 10-25-425-050-1021

**LEGAL DESCRIPTION:**

UNITS S3, S4, PS5, PS6, PS7 AND PS8 IN THE ROGERS PARK CONDOMINIUM HOMES, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 37, 38 AND 39 IN MITCHELL AND SCOTT'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE WEST 1/2 (EXCEPT THE EAST 12.0 FEET THEREOF) OF THE EAST 13-1/3 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 6, 1923 AS DOCUMENT 8139127; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 10, 1981 AS DOCUMENT 25899866, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

**10415959**