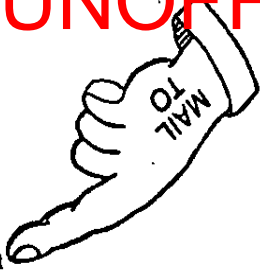


AFFIDAVIT FOR RECORDING



MAIL TO:

Harvey L. Teichman
85 W. Algonquin Rd. #320
Arlington Heights, IL 60005

COOK COUNTY RECORDER

**EUGENE "GENE" MOORE
ROLLING MEADOWS**

The undersigned being first duly sworn on oath deposes and states as follows:

1.) Attached hereto and incorporated herein by reference as Exhibit A are the following documents affecting the real estate legally described below:

Real Estate Sales Contract

2.) The above information affects the property legally described as follows:

Legal Description:

Lot 121 in W.B. Ogden's subdivision of the West 1/2 of Lots 120 and 125, all of lots 123, 124, 127 to 134, and 137 of Bronson's addition to Chicago, in the NE 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

PIN # 17-04-202-061

Commonly known as: 1442 N. Wieland St., Chicago, IL 60610

Dated: July 2, 2001

Harvey L. Teichman
Harvey L. Teichman

Attorney for Purchaser

This instrument prepared by: Harvey L. Teichman

85 W. Algonquin Rd. #320, Arlington Heights, IL 60005

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Harvey L. Teichman personally known to me to be the same person whose name is subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth Given under my hand and official seal this 2 day of July, 2001.

Joseph Goldzweig
Notary Public



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UNOFFICIAL COPY

1. **THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".
 2. Buyer(s) VR Construction, Inc. or VR Construction, Inc. Seller Ben Rosenstein / Legal Office
 3. **2. THE REAL ESTATE:** Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of per survey
 4. commonly known as: 1442 N. Wieland St., Chicago, IL 60610
 5. Cook Address City State Zip
 6. 17-04-202-061 Phone Number(s)

7. **2. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer, all heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale: (Check or enumerate applicable items)
 11. Refrigerator All Tacked Down Carpeting Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
 12. Oven/Range/Stove All Window Treatments & Hardware Fireplace Gas Logs Electronic or Media Air Filter
 13. Microwave Built-in or Attached Shelving Existing Storms & Screens Central Humidifier
 14. Dishwasher Smoke Detector(s) Security System(s) Sump Pump(s)
 15. Garbage Disposal Ceiling Fan(s) Intercom System Water Softener (owned)
 16. Trash Compactor TV Antenna Central Vac & Equipment Outdoor Shed
 17. Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
 18. Dryer Home Warranty \$ with Transmitter(s) All Planted Vegetation
 19. Other items included:
 20. Items NOT included:

21. Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except as in operating condition if it performs the function for which it is intended, regardless of age, and does not contain a threat to health or safety.
 22. **4. PURCHASE PRICE:** Purchase price of \$ 430,000.00 (with 147,500.00 down payment) shall be paid as follows:
 23. Initial earnest money of \$ 10,000.00 (5% of purchase price) by check due at closing to be increased to a total of \$ 10,000.00 by check due at closing. The earnest money and the original of this Contract shall be held by the Listing Company (herein referred to as "Escrowee"), in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. The purchase price, as adjusted by prorations and/or credit money, shall be paid at the closing by certified, cashier's, the company's or mortgage lender's check.
 24. **5. ACCEPTANCE:** Earnest money shall be returned and this offer shall be void if not accepted on or before June 23, 2001 (Time/Date).
 25. **6. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters solely within Buyer's control) on or before 7-11-2001 for a conventional (type) loan of 90% or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 7 1/2 % per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Those fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If FHA/VA, refer to Paragraph #38 for additional provisions.) Buyer [check one] will will not lock in the interest rate at the time of loan application. Buyer shall make written loan application within seven (7) calendar days after the Date of Acceptance.
 26. **FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT.** If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void and earnest money returned to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. SHOULD BUYER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE AND/OR CLOSING OF EXISTING PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THIS MORTGAGE CONTINGENCY.
 27. **7. CLOSING:** Closing or escrow payout shall be on 7-16-2001 or at such time mutually agreed upon, by the Parties, in writing. This sale shall be closed at the office of Buyer's mortgagee, at the title company escrow office situated geographically nearest the property, or as shall be agreed mutually by the Parties.
 28. **8. POSSESSION:** Seller shall deliver possession to Buyer (check one): (a) at the time of closing; (b) by 11:59 P.M. on 7-16-2001 provided sale has been closed. Possession shall be deemed to have been delivered when Seller has vacated the premises and delivered keys to premises to Buyer or to Listing Office. In the event possession is not delivered at closing, Seller agrees to pay at closing the sum of \$ NA per day to Buyer for use and occupancy from and including the day after closing to and including the possession date specified above, regardless of when possession is actually delivered. (See Paragraph #19)
 29. **9. RESIDENTIAL REAL PROPERTY AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure Report; [check one] has has not received the EPA pamphlet, "Protect Your Family From Lead in Your Home"; [check one] has has not received a Lead-Based Paint Disclosure.
 30. **10. PRORATIONS:** Prorations shall include, without limitation, rents and deposits (if any) for tenants, utilities, term owner's or condominium association fees, premiums for insurance policies or accrued interest on any mortgage assumed. Seller represents that on the Date of Acceptance Homeowner Association/Condominium fees are \$ NA per month. The general real estate taxes shall be prorated as of the date of closing based on 110 % of the most recent ascertainable full year tax bill. All prorations shall be prorated as of the date of closing and shall be reproportioned & escrow established at closing.
 31. **11. OTHER PROVISIONS:** This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for Buyer and Seller which are contained on the succeeding pages and the following attachments, if any:
 32. Seller shall pay broker's commission of 3% of purchase price to Broker - 40% to Seller
 33. THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED

34. June 21, 2001 VR Construction, Inc. Ben Rosenstein
 35. VR Construction, Inc. Ben Rosenstein
 36. 302 N. Washington 1442 N. Wieland St
 37. Glenview, IL 60025 CHICAGO IL 60610
 38. 312-943-3913
 39. 17-04-202-061
 40. 17-04-202-061
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81. **Eisen Real Estate**
 82. 2355 S. Arlington Hts. Rd., #200
 83. 847/826-0808 545-0550
 84. Harvey L. Teichman
 85. 85 W. Algonquin Rd., #120, Arlington Hts.
 86. 847/357-9200 847/357-9404
 87. 847/357-9200 847/357-9404
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 99. 847/357-9200 847/357-9404
 100. 847/357-9200 847/357-9404

101. **JBR Investments**
 102. 122 S. Michigan, Chgo IL 60603
 103. 312/435-0916 435-0917
 104. 312/435-0916 435-0917
 105. 312/435-0916 435-0917
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121. **Ben Rosenstein**
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141. **Legal Office**
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161. **FOR INFORMATION ONLY**
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201. **FOR INFORMATION ONLY**
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