

UNOFFICIAL COPY

CONDOMINIUM PURCHASE AGREEMENT



00106590

Seller: TEGA/DEARBORN CORPORATION, an Illinois corporation
 c/o Parkway Management, Inc.
 Attention: George Gelis
 8 East Chestnut Street
 Chicago, Illinois 60611
 Telephone: (312) 943-7464
 Facsimile: (312) 943-0373

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 2000-02-14 11:05:18
 Cook County Recorder 43.50

THIS INSTRUMENT WAS PREPARED BY

Attorney: Bill George Stotis
 Stotis & Baird Chartered
 311 South Wacker Drive
 Suite 2675
 Chicago, Illinois 60606-6620
 Telephone: (312) 461-1000
 Facsimile: (312) 461-1486

Purchaser:

Name of Purchaser DAVID KODNER & VOLANTA
 Social Security Number _____

Home Address 1429 N. Dearborn #4N
Chicago, 60610
 Phone 312

Business Address _____
 Phone 847-988800

1. **Purchase of Condominium Apartment.** Seller agrees to convey, or cause to be conveyed, to Purchaser, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions of this Agreement: (a) Unit No. 4N ("Purchased Unit"), on the 4th floor of the building commonly known as 1427-1429 North Dearborn Parkway, Chicago, Illinois (the "Building"), situated on the real estate legally described in Exhibit A attached hereto (the Building and such parcel are herein collectively the "Property") and (b) an undivided 12.5 % interest as tenants by the entirety, in the Common Elements (as defined in the Illinois Condominium Property Act ("Act") of the Property, and (c) a parking space P # 1, a Limited Common Element, as delineated in the survey attached as Exhibit II to the Declaration recorded as Document # 98765302.

The Purchased Unit, its corresponding percentage interest in the Common Elements, and the rights if any, to the Limited Common Elements described above are herein collectively called the "Unit Ownership".

2. **Purchase Price and Association Assessments.** The total Purchase Price for the Unit Ownership shall be the sum of _____ Dollars (\$ 426,500) payable as follows:

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES." (Incls. pkg.)

CHICAGO TITLE INSURANCE COMPANY
UNOFFICIAL COPY
COMMITMENT FOR TITLE INSURANCE 00106590 Page 2 of 12
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007836539 D2

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 4N IN THE 1427-1429 NORTH DEARBORN PARKWAY CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 4 IN GREIFENHAGENS SUBDIVISION OF THE NORTH 152 FEET OF THE SOUTH 227 FEET OF LOT B IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 98765302, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE "P-1", ASSIGNED TO UNIT 4N, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE AN ASSIGNED TO UNIT 4N, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

PARCEL 4:

THE EXCLUSIVE RIGHT TO THE USE OF ROOF WOOD DECK SPACE ASSIGNED TO UNIT 4N, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

Common address: 1427-1429 N. Dearborn Parkway
Chicago, Ill. 60610

P.I. N. #17-04-211-009

AARON TAKSIN
800 Waukegan Rd.
#204

GLENVIEW, ILL. 60025

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

(a) Earnest money payable upon signing of this Agreement in the amount of FIVE THOUSAND Dollars (\$ 5,000.00). The earnest money shall be held in a segregated interest-bearing funds account with a banking institution selected by the Seller whose deposits are insured by an agency of the federal or state government, to be held and disbursed in accordance with the terms and provisions of this Agreement. Interest earned by such account shall be paid to the Purchaser at Closing.

(b) The balance of the Purchase Price (including the proceeds of any mortgage loan that is secured by the Purchaser, if applicable) payable at the Closing, by cashier's, or certified check in the amount of 90% OF P.P. Dollars (\$ _____) plus or minus prorations as hereinafter set forth.

(c) In the event that Purchaser desires any additional features or desires any changes to the plans and specifications for the Purchased Unit ("Extras"), Purchaser shall hereafter execute an order for installation of Extras ("Extras Order"), and Purchaser shall pay for or purchase the items described therein. In such event, the plans and specifications for the Unit shall be modified by the Extras. Any modifications requested are to be solely and exclusively for the benefit and convenience of the Purchaser. To induce Seller to make these modifications, Purchaser shall pay the total price of the Extras within five days of the acceptance of Extras by Seller. In the event that the Closing shall not occur for any reason not attributable to a default of Seller, then Seller shall have the right at its option, to retain all sums paid by Purchaser for Extras. Seller shall charge and Purchaser shall pay \$75.00 per hour for design services of Seller's architect if Extras are outside the scope of Extras offered by Seller. Seller reserves the right in its sole discretion not to perform Extras requested by Purchaser.

The Purchaser shall also pay at the Closing an amount equal to three (3) months assessment for the Initial Capital Reserve for Contingencies and Replacements, as provided in the Declaration of Condominium Ownership, based on the budget for the second year and after. In addition, the Purchaser shall also pay at Closing an amount equal to Purchaser's pro rata share of any prepaid insurance premiums for the year's condominium insurance ("Insurance Premium Payment") to the 1427-1429 North Dearborn Parkway Condominium Association (the "Association") pursuant to the terms of the Declaration of Condominium Ownership for 1427-1429 North Dearborn Parkway (the "Declaration") heretofore recorded in the office of the Recorder of Deeds of Cook County, Illinois on Document # 98765302. In addition, Purchaser shall pay to the Association, at Closing, Purchaser's pro rata share of the assessment payable for the month during which the Closing occurs.

3. **Financing.** This Agreement is contingent upon the ability of Purchaser to secure, within forty five (45) days of acceptance hereof by Seller, a mortgage commitment valid through Closing for 90% OF P.P. (\$ _____), or such lesser sum as Purchaser shall accept, upon terms and conditions then in effect from the lending institution selected by Purchaser. Purchaser shall pay the usual and customary charges imposed by the lending institution for credit and appraisal fees. Purchaser shall make timely application or applications for, and shall make every reasonable effort to obtain such commitment. If Purchaser is unable to obtain such commitment, Purchaser shall notify Seller thereof in writing within forty five (45) days after acceptance hereof by Seller. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase the Unit Ownership without mortgage financing. If Seller is so

notified, Seller may, at Seller's option, within thirty (30) days after such notice, secure said commitment on behalf of Purchaser. Purchaser agrees to furnish Seller all requested credit information and to sign customary papers relating to the application for and securing of said commitment. If Purchaser notifies Seller as aforesaid, and Seller is unable or unwilling to secure such commitment as above provided, this Agreement shall be null and void and the earnest money shall be returned to Purchaser.

4. **Personal Property.** The purchase Price includes the items of personal property listed in Exhibit D attached hereto and hereby made a part hereof. At Closing, Seller shall deliver to Purchaser a Bill of Sale for said personal property and will also assign to Purchaser, if any, without recourse to Seller, any manufacturer's warranty which Seller may have received covering said personal property. AS TO SUCH PERSONAL PROPERTY AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS) WHICH MAY BE SO CONTAINED IN THE PURCHASED UNIT, SELLER NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES AND DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Condominium Documents.** Prior to Closing, Seller shall cause the Declaration to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois in accordance with the Illinois Condominium Property Act (the "Act"). Prior to Purchaser's execution of this Agreement, a copy of the Declaration of proposed form thereof was delivered to Purchaser, along with a copy of the By-Laws of the Association (the "By-Laws"), a projected operating budget prepared in accordance with the Act and the Municipal Code of Chicago (the "Code"), the floor plan of the Purchased Unit, the Articles of Incorporation of the Association, the Property Report required by the Code including amendments through August 27, 1998. Purchaser hereby acknowledges said delivery and his opportunity to review said documents. The Declaration, By-Laws, Property Report, Budget and proposed Articles of Incorporation of the Association are herein collectively called the "Condominium Documents". Seller reserves the right to amend the Condominium Documents prior to the Closing in its sole and absolute discretion, to the extent permitted by the Act and Code. This sale and Purchaser's title to the Unit Ownership are subject to the terms and conditions of the Act, Code and Condominium Documents. Purchaser agrees that from and after the Closing, he or she will comply with the provisions of the Condominium Documents, as they may be amended from time to time, and to perform the obligations imposed upon Unit Owners thereunder.

6. **Conveyance of Title.** At Closing, Seller shall convey, or cause to be conveyed, to Purchaser title to the Unit Ownership by Special Deed subject only to: (1) general real estate taxes not due and payable at the time of Closing; (2) the Act and Code; (3) the Condominium Documents, including all amendments and exhibits thereto; (4) applicable zoning and building laws and ordinances; (5) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (6) easements, agreements, conditions, covenants and restrictions of record, if any; (7) leases and licenses affecting the Common Elements; (8) liens and other matters of title over which the Title Insurer, as hereinafter defined, is willing to insure without cost to Purchaser and (9) the Declaration of Condominium Ownership for 1427-1429 North Dearborn Parkway heretofore recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document # 98765302; (10) Party wall agreement between Richard A. Griefen and Julie E. Griefen dated June 9, 1904 and recorded June 10, 1904 as Document #3550612 for

Party all on the line dividing lots 3 and 4 of GriefenHagens subdivision, said line being the South line of the underlying premises; (11) Encroachment by a stone wall from adjoining property located to the North on the Common Elements by approximately fifteen (15) feet affecting the Northeast corner of the improvement at ground level; (12) Encroachment by a wall from adjoining property located to the South on the Common Element by approximately fifteen (15) feet affecting the Southeast corner of the improvement at ground level.

7. **Warranties Disclaimer.** Purchaser acknowledges that he or she has inspected the Purchased Unit and is buying the Purchased Unit and the property in their present condition without warranty or representation of any kind, expressed or implied by Seller or any agent or broker of Seller, not expressly stated herein.

8. **Closing.** This sale shall be closed through an escrow with Chicago Title & Trust Company (the "Title Insurer") in accordance with the general provisions of the form of deed and money Escrow Agreement then used by Seller. Payment of the balance of the Purchase Price and delivery of deed shall be made through the escrow. The cost of the deed and money escrow shall be divided equally between Seller and Purchaser, and Purchaser shall bear the cost of any money lender's escrow which shall be required by Purchaser's mortgage lender.

Illinois and Cook County real estate transfer taxes shall be paid by Seller, and City of Chicago real estate transfer tax shall be paid by Purchaser. Seller shall pay the title and recording charges customarily charged to Sellers by the Title Insurer, and Purchaser shall pay any such charges customarily charged to Purchasers for recording Purchaser's deed and mortgage. Purchaser shall pay all charges, costs and expenses relating to the Purchaser's mortgage financing, if any. Purchaser hereby designates the Title Insurer as the title insurance company to furnish title insurance as herein required.

The aforesaid deed and money escrow shall be established and this transaction shall be closed ("Closing") on the date designated by Seller or its legal counsel, upon not less than fourteen (14) days prior written notice to the Purchaser. In the event this sale is not closed on or before 11/1/98 1998, and Purchaser is not then in default hereunder, Seller shall return the earnest money with any statutory interest accrued thereon to Purchaser, and this Agreement shall become null and void without liability of any party hereto.

At Closing, Seller shall furnish Purchaser a Certificate of Insurance for the Building naming Purchaser and Purchaser's Mortgagee, as their interest may appear.

As a condition precedent to disbursement of sale proceeds from the escrow, the Title Insurer shall be prepared to issue its ALTA Form B Owners or Residential Title Policy with extended coverage over General Exceptions 1 through 5, in the amount of the Purchase Price, showing title to the Unit Ownership in Purchaser or such other grantee as Purchaser shall direct pursuant to Paragraph 7 hereof, subject only to the following, hereinafter collectively referred to as "permitted exceptions": (a) title exceptions set forth in Paragraph 7 above, (b) title exceptions over which the Title Insurer is prepared to insure without cost to Purchaser. At Closing, the balance of the Purchase Price or part thereof, may be applied by Seller to obtain a release of the Unit Ownership from any prior lien on the Unit Ownership. If there are title exceptions other than the permitted exceptions, Seller shall have thirty days (30) from the date the escrow is

established to cure or obtain title insurance over the additional exceptions and Closing shall be delayed until said exceptions are cured or insured over. If Seller fails to have the exceptions removed, or in the alternative to obtain an endorsement to the title policy whereby the Title Insurer guarantees Purchaser against any loss or damage on account of such exceptions, in the usual and customary form provided by the Title Insurer, within the specified time, Purchaser may terminate this Agreement upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period. In the absence of such notice, Purchaser shall be deemed to have accepted the status of title and shall be obligated to close within five (5) days after the expiration of said ten (10) day period.

1997 Taxes: There shall be no proration for 1997 taxes and they shall be paid by the Seller on or before the date they are due and payable.

1998 Taxes: The 1998 taxes shall be prorated from January 1, 1998 through the date of closing, even if the 1998 taxes are not based upon a separate tax bill for the Purchased Unit. The then most recent ascertainable taxes (the taxes for 1997) shall be used to determine the amount of tax attributable to the Purchased Unit. The amount of tax attributable to the Purchased Unit shall be computed by multiplying the total tax for the property covered by the real estate tax parcel (permanent index number of the underlying parcel is 17-04-211-009, volume 498) of which the Purchased Unit is a part by its respective percentage interest in the Common Elements. There shall be no reproration of real estate taxes hereafter.

9. **Sales Promotion.** For the purpose of completing the sales promotion for the Units in the 1427-1429 North Dearborn Parkway Condominium, Seller and its agents are hereby given full right and authority to place and maintain on, in and about the Property (excluding the Purchased Unit) model apartments, sales offices, signs and lighting related to said sales promotion purposes, for such period of time, at such locations and in such forms as shall be determined by Seller. Seller, its agents and prospective Unit purchasers are also hereby given, for said sales promotion purposes, the right of ingress to, egress from and other use of the Property (excluding the Purchased Unit).

10. **Deed.** If Purchaser is husband and wife, title to the Unit Ownership shall be conveyed to said persons as tenants by the entirety and not as joint tenants with right of survivorship, or as tenants in common, unless Purchaser shall otherwise direct Seller in writing within thirty (30) days after acceptance hereof by Seller. If Purchaser intends to hold title to the Purchased Unit in an Illinois land trust, or other titleholding entity, then Purchaser shall so notify Seller in writing within thirty (30) days after acceptance hereof by Seller, identifying said entity to Seller's reasonable satisfaction.

11. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns, provided, however, that Purchaser may not assign his rights under this Contract without prior written approval of Seller. In the event Purchaser desires to sell, transfer or otherwise assign his interest under this Contract prior to closing, Purchaser shall notify Seller in writing, ten (10) days in advance thereof, during which ten (10) day period, Seller shall have the right to cancel this Contract and return all earnest money and other payments made by Purchaser to Seller hereunder, whereupon this Contract shall be deemed null and void.

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12. **Broker.** Purchaser represents and warrants that no broker (other than HOME DISCOVERY, INC.) was instrumental in submitting, showing or selling the Unit Ownership to him, and agrees to indemnify and hold Seller, and its agents and beneficiaries, harmless from any claim related to Purchaser's purchase of the Unit Ownership asserted against Seller by any broker (other than HOME DISCOVERY, INC.).

13. **Notices.** All notices and demands herein required shall be in writing and shall be deemed sufficient if made by personal delivery or United States regular mail, postage prepaid, to Seller at or to Purchaser (a) at his home address as set forth above, or (b) at the address of Purchaser's legal counsel, if any. Notices mailed as aforesaid shall be deemed received three (3) business days after the day of mailing thereof, postage prepaid by certified or registered mail, return receipt requested.

14. **Performance.** Time is of the essence of this Agreement. If Purchaser shall fail to make any payment herein provided for, or shall fail or refuse to carry out any other obligation of Purchaser under the terms of this Agreement and any supplemental agreements made a part hereof, then, upon notice to Purchaser, all sums theretofore paid to Seller by Purchaser shall be forfeited as liquidated damages and shall be retained by Seller. Purchaser's failure to close pursuant to the terms hereof shall be a default. If Seller declines to close and so notifies Purchaser, then Purchaser's sole and exclusive legal or equitable remedy shall be a refund of his earnest money deposit and the right to liquidated damages in an amount equal to five (5%) percent of the earnest money deposit computed on an annual basis and prorated according to the period of time the earnest money was held by Seller. Upon payment to Purchaser of the aforesaid sums, this Agreement shall thereupon be null and void.

15. **Time for Acceptance.** This Agreement, when executed by Purchaser and delivered to Seller together with the aforesaid earnest money, shall constitute an irrevocable offer to purchase the purchased Unit by Purchaser for a period of twenty (20) days after the date of the execution hereof by Purchaser. In the event Seller executes this Agreement and delivers a copy thereof to Purchaser within said twenty (20) day period, the offer shall be deemed accepted and the Agreement made. In the event this offer is not accepted within twenty (20) days after the date of execution hereof by Purchaser, all deposits made shall be returned by Seller to Purchaser and the offer shall be deemed withdrawn.

16. **Destruction.** If, prior to Closing, the Purchased Unit or a material portion of the Property or that part of the Building required for reasonable access to the Purchased Unit shall be destroyed or damaged by fire, or other casualty, this Agreement shall, at the option of Seller, exercised by notice to Purchaser within thirty (30) days after such destruction or damage, be null and void and the earnest money shall be refunded to Purchaser with any statutory interest due thereon. If Seller does not elect to terminate this Agreement as aforesaid, then Purchaser shall not be relieved of its duties hereunder unless said damage to the Purchased Unit, Property or Building is not repaired within six (6) months from the date of said fire or casualty in which event Purchaser shall have the right to terminate this Agreement by notice to Seller within ten (10) days after the expiration of said six (6) month period.

17. **RESPA.** Seller and Purchaser shall comply with all of Purchaser's lender's requirements for disclosure under the Real Estate Settlement Procedures Act of 1974, as amended.

18. **Building Operations.** Until such time as the unit owners elect their first Board, as provided in the declaration, the Developer, as defined in the Property report, shall have the right to enter into or cause the Association to enter contracts or leases for such period of time and upon such reasonable terms as it shall deem advisable, subject to the limitations imposed by the Act, Code and Declaration to provide unit owners with all necessary or convenient services, including but not limited to, management, janitor, insurance, elevator maintenance and scavenger service.

19 **Miscellaneous.** (a) In the event of the inability of the Seller to obtain certain materials required by the Plans and Specifications, Seller shall have the right to substitute other materials or brand names or similar or better quality, utility or color. Seller reserves the right to make any changes in construction as may, in Seller's judgment, be required by material shortages or such other emergency situations or other causes beyond Seller's control.

(b) Any changes and alterations, in the Purchased Unit which are desired by Purchaser shall only be performed by Seller if Seller approves in writing such desired changes and alterations and Purchaser deposits with Seller sufficient funds as determined by Seller to pay for such changes and alterations as provided in Paragraph 2C.

(c) In order to control the overall design and appearance of the Building, Seller reserves the right to select the exterior colors and finishing materials for all of the Common Elements. If, on the date hereof, a model unit is available for Purchaser's inspection, Purchaser hereby acknowledges and agrees that the appliances, decorative fixtures, trim, furnishing, decorative floor and wall coverings and all personal property located in any such model unit are for display purposes only and are not included in the Purchased Unit unless specifically set forth herein to the contrary.

(d) When requested by Seller, Purchaser shall promptly make all color and material selections permitted or required by Seller. Purchaser shall make such selections from the samples and on the forms Seller provides. Such selections shall be made in writing and shall bind the Purchaser. If Purchaser fails to make any such selections within fifteen (15) days after the date of Seller's request, Purchaser hereby authorizes Seller to complete the Purchased Unit with such selections as Seller deems suitable, if any of the Purchaser's selections become available, Seller may require Purchaser to make new selections.

20. **Monthly Operating Cost.** From and after the date of closing, Purchaser agrees to pay Purchaser's share of the operating expenses of the Property as provided in the Condominium Documents. Seller agrees to pay assessments on unsold units from and after the first closing of a unit on the property. Seller reserves the right to charge the Association for work performed by Seller which is contemplated as operating by the assessments prior to or after Seller has relinquished control of the Condominium Association.

21. **Possession and Occupancy.** Purchaser shall not have the right to occupy the Unit or any portion thereof, until all sums due to Seller have been distributed to Seller pursuant to the terms of the Escrow.

22. **No Reservation.** The submission by Seller of this Purchase Agreement to a prospective purchaser for examination does not constitute an offer by Seller to sell, or a

\$ 18,000 - Sunroom created
from rear deck

\$ 120,000 Masonary / cedar
Master suite built on roof
w/ canopy + large deck -
Stairwell from existing Master
Bedroom.

Property
Cook County Clerk's Office

RIDER TO CONDOMINIUM PURCHASE AGREEMENT
DATED THE 20TH DAY OF OCTOBER 1998
BY AND BETWEEN THE SELLER, TEGA/DEARBORN CORPORATION,
AN ILLINOIS CORPORATION (HEREINAFTER REFERRED TO AS "SELLER")
AND DAVID KODNER AND JOLANTA ZAKRZEWSKA, HIS WIFE
(HEREINAFTER REFERRED TO AS "PURCHASERS") FOR THE PROPERTY
AT 1429 NORTH DEARBORN, UNIT 4N, CHICAGO, ILLINOIS 60620

R-1. Notwithstanding anything to the contrary or inconsistent with said Condominium Purchase Agreement (hereinafter referred to as the "Agreement"), the terms of this Rider shall supersede and govern in all respects the terms of the Agreement.

R-2. The Purchasers have on deposit the sum of \$5,000.00 currently being held by the Seller as a security deposit. The parties have agreed that said \$5,000.00 shall be used as earnest money under the terms of the Agreement and shall replace the current amount set forth in paragraph "2a" of the Agreement.

R-3. That the purchase price of \$426,500.00 shall include the exclusive roof top rights as set forth in the Condominium Declaration recorded with the Cook County Recorder of Deeds as document number 98765302, and shall include parking space P-1.

R-4. This Agreement for purchase as well as the date set for the closing shall be contingent upon the Seller obtaining a written variance and a permit from the City of Chicago and any other governmental agency allowing for the construction on the fifth floor (roof top) of a masonry cedar master bedroom suite to be built on the roof with a canopy, large deck as well as a stairwell from the existing fourth floor master bedroom to the roof. The master bedroom suite shall be built on the roof where there currently exists roof rights according to the Condominium Declarations recorded with the Cook County Recorder of Deeds as document number 98765302.

R-5. That the date of the closing for the condominium purchase shall be December 1, 1998 or earlier if mutually agreed to by both parties.

R-6. The Seller has agreed that prior to the closing the following items shall be repaired or replaced:

- a. the toilet tank in the master bedroom washroom constantly runs water and the toilet handle does not operate properly after flushing,
- b. the bathtub water drainage in the second washroom is extremely slow, and
- c. new furnace filters are to be provided to Purchasers prior to the closing.

R-7. The Seller has agreed to amend the Condominium Declarations recorded with the Cook County Recorder of Deeds as document number 98765302 as follows:

- a. The Seller shall show the roof top rights to be a part of Unit 4N listed as limited common elements,
- b. To allow the condominium owners to have up to two (2) dogs per unit.

R-8. The Seller and the Purchasers have agreed that the price for the construction of the master bedroom suite as referred to in R-3 above shall not exceed \$120,000.00. In the event the construction price would exceed the sum of \$120,000.00, then at the option of the Purchasers they can consider this contract null and void and all earnest money deposited shall be returned to the Purchasers immediately upon request.

R-9. In the event that the Seller or Purchasers shall require additional time beyond the scheduled closing date to comply with the terms of the Agreement and Rider, the closing date shall be delayed until all contract and Rider terms have been complied with and met and the Purchasers shall be allowed to continue to rent the subject premises until the contract and Rider terms are complied with.

Dated this 20TH day of October, 1998.

SELLER:

T. Letz
 TEGA/DEARBORN CORP.
 President

PURCHASER:

David Kodner
 DAVID KODNER
Jolanta Zakrzewska
 JOLANTA ZAKRZEWSKA

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SIG
HE

Property of Cook County Clerk's Office