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6358/0051 43 005 Page 1 of 6
2001-08-23 10:01:22
Cook County Recorder 59.50

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**



Lot 18 in Block 4 in Essex Club Subdivision Unit 1, being a Subdivision of part of the Northeast 1/4 of Section 23, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 07-23-212-018



Prepared By and
mail to:

DIPAN TRIVEDI

301 Wm Rose Ln,

Schaumburg IL 60194

Property of Cook County Clerk's Office



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1. PARTIES: Purchaser

Seller, OWNER OF RECORD agrees to sell and cause to be conveyed by appropriate deed to Purchaser, the property commonly known as 811 TORY COURT, SCHAMBERG, ILL 60173

2. PURCHASE PRICE: The purchase price is \$ 200,000 The payment of the purchase price, including earnest money, subject to applicable prorations, will be paid in cash, cashiers or certified check, title company check, or mutually agreeable negotiable instrument.

3. EARNEST MONEY: The Purchaser has paid earnest money in the amount of \$ 20,000 and promises to pay additional earnest money of \$ _____ on or before _____ 20 ____ When total earnest money becomes \$5,000 or more, such money will be held in an interest bearing account for the benefit of the Parties with interest to be paid to Purchaser. The earnest money and the original of this Contract will be held by the Listing Broker as Escrowee.

4. PERSONAL PROPERTY: The following is the personal property now located on the premises for which a Bill of Sale is to be given at the closing: (strike inapplicable)
Compressor Dishwasher Fireplace Screen Strms/Screens AE 2 Central Heating & Built-in Oven/Range Washer TV Antenna Storage Building 2 Cooling Systems & Cabinets Microwave Oven Dryer Intercom Ceiling Fan(s) Sump Pump(s) Stove Water Softener if Owned Security System All Planted Vegetation Wall-to-Wall & Stair Refrigerator Humidifier Smoke Alarm(s) Electric Plumbing & Other Carpeting if any Central Vacuum Humidifier Electric Air Filter 2 Electric Garage Door Opener(s) & Transmitter(s) Attd Fixtures as installed Other Vacuums: SWING SET Exclusions:

5. SALE OF EXISTING REAL ESTATE: (I) This Contract is contingent upon receiving written notice of the occurrence of the following: (strike inapplicable)
A. Execution of a contract for sale of the Purchaser's residence at _____ on or before _____ 20 ____ and/or

B. Closing of the sale of the Purchaser's residence at _____ on or before _____ 20 ____
(II) If the above contingencies have not been met or waived by the Purchaser on or before the specified date, this Contract will become null and void and all earnest money returned to the Purchaser. (III) The parties agree that the Seller's property will remain on the market during the term of each contingency period, and any period allowed for Attorneys' review of this Contract. (IV) In the event Seller accepts another bona fide offer to purchase the subject premises during such period, Seller will notify Purchaser of same upon attorneys approval of said contract. Purchaser will then have _____ hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive these contingencies, then this Contract will become null and void, and earnest money will be returned to the Purchaser.

6. FINANCING: This Contract is subject to the condition that Purchaser be able to procure on or before 8-15-01 an unconditional (except for matters of title or survey) commitment for a _____ type loan to be secured by a mortgage on the real estate in the amount of \$ _____ or such lesser amount as Purchaser accepts, with initial interest of not more than _____ % per year plus mortgage insurance, if required, to be amortized over _____ years with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed _____ % (including VA funding fees, if any). Purchaser shall make written loan application within 7 business days after acceptance of this Contract. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller in writing thereof, within 3 business days after above date, at Purchaser's option, this Contract will become null and void, and all earnest money will be returned to Purchaser. (IF SELLER IS NOT SO NOTIFIED BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING.)

Upon Seller receiving notice, however, Purchaser cannot void this Contract, if within 7 calendar days after receipt of Purchaser's notice: (A) Seller grants extension of mortgage commitment date; or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon the same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage commitment and close the loan.

Upon paragraph 5(I)A and/or B being deleted from this Contract or subsequently waived by Purchaser, Purchaser also waives his/her right to cancel this Contract upon receiving a conditional commitment subject to the sale or closing of their residence.

7. TIME AND PLACE OF CLOSING: (A) Closing or escrow payout will be on 11-15-01 at _____ 20 ____ at such time as mutually agreed. Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or an estate) with release of homestead rights upon payment of the purchase price with appropriate credits for earnest money and other proratable items. (B) This sale will be closed at the title company escrow closing office issuing the owner's title policy, situated geographically nearest the property, or the office of the Seller's attorney.

8. POSSESSION: (check one)
[X] Possession will be delivered no later than at closing.
Possession will be delivered before 11:59p.m. on _____ 20 ____ Seller agrees to pay at closing the sum of \$ _____ per day to the Purchaser as rent from and including the date after closing to and including the actual date of possession. Seller will deposit in escrow, at closing from the proceeds by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property will be delivered to Purchaser on or before the date and time specified in the Contract. If possession is so delivered, the escrow funds will be paid to the Seller. If possession is not so delivered, escrowee will pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time, and will pay the balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to Purchaser for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Purchaser, without prejudice to any other rights or remedies to Purchaser. The possession escrow shall also guarantee condition of the property through the date the possession is given.

For purpose of this Contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the Listing Broker.

9. PRORATIONS: (A) Real estate taxes based upon 105% of the most recent real estate yearly tax bill, rents, association dues, accrued interest on mortgage indebtedness for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing. If the current real estate taxes are based on the fact that the Seller qualified for a homeowners Exemption, Seller agrees that he/she has or will have executed all documents prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of any special assessments currently outstanding against the property, except _____ or at the closing necessary to preserve said exemption. Seller represents that as of the date of acceptance hereof the monthly association dues pertaining to the property are approximately \$ 300.00 per month. (B) If applicable, Seller Seller will provide to Purchaser, prior to closing if requested, copies of all homeowner association rules and regulations.

10. BROKERAGE FEE AND AGENCY DISCLOSURE: THE PARTIES TO THIS CONTRACT ACKNOWLEDGE AND UNDERS AND THAT UNLESS OTHERWISE DISCLOSED IN WRITING, THE LICENSEES WORKING WITH EACH PARTY, ARE THE AGENTS OF THEIR RESPECTIVE PARTIES. IF ANY AGENT IS A DUAL AGENT, THE UNDERSIGNED CLIENT(S) CONFIRM THAT THEY HAVE PREVIOUSLY CONSENTED TO (INSERT NAME(S)) _____ LICENSEE(S), 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.

Buyer(s) _____ Seller(s) _____ Initials required if any Dual Agents are involved in this transaction.
The Seller agrees to compensate the Listing Broker per terms of the listing agreement. The Selling Broker (if any) will be compensated by RIMAX SUBURBAN Payment of compensation to Selling Broker does not imply Selling Broker is the agent or subagent of the seller.

11. CONDITION REPRESENTATION AND HOME INSPECTION: Seller will represent as of the date and time of delivering possession: (A) that all systems, equipment, and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition including, but not limited to, all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical or electrical property to be transferred to the Purchaser, except _____ and (B) to the best of Seller's knowledge, the roof and foundation are free from leaks. Notwithstanding Seller's representations, Purchaser reserves the right within five (5) business days of contract acceptance by Seller to have, at his/her expense, a professional home inspector inspect and furnish a report on said premises. The inspection will cover but not be limited to the following major components of the real estate as exist: central heating system, central cooling system, interior plumbing system, electrical system, roof and foundation. PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY UNLESS HABITABILITY IS AFFECTED. If the inspection reveals any deficiency unacceptable to the Purchaser, the Purchaser will furnish a copy of said report to Seller, and may cancel this Contract upon giving written notice to the Seller of said deficiency within two (2) business days after the five (5) business day inspection period. If Purchaser fails to notify Seller of deficiencies, in said inspection, Purchaser waives his right hereunder as to canceling the Contract and requesting Sellers to repair said deficiencies under paragraph 11 and 22.

12. RIDERS AND GENERAL CONDITIONS: This Contract is subject to the General Conditions on the back page hereof, and the following riders # 600/W-7 attached hereto, which General Conditions and Riders are made a part of this Contract.

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES
This offer or any counter offer must be accepted upon presentation or within forty eight (48) hours of the initial counter offer, whichever occurs first or the same shall become null and void. We, the undersigned Purchasers and Sellers understand that our signatures and initials (if required) or faxed copies of documents bearing same will constitute a LEGALLY BINDING CONTRACT, and all parties agree to perform the terms and conditions thereof.

Date of Contract Offer 7-11-01 Time: 8:15 PM Date of Contract Acceptance 7-15-01 Time: 9:20 PM
Purchaser's Mailing Address (please print) 811 TORY COURT, SCHAMBERG, ILL 60173
City State Zip SCHAMBERG, ILL 60173
Purchaser/Beneficiary/Agent Social Security # 354-86-2817
Purchaser/Beneficiary/Agent Social Security # 332-92-002
FOR INFORMATION ONLY
Name of Selling Agent RICHARD A. DAVIDIUK MAP MLS ID # _____
Company Name RIMAX CENTRAL Phone # 630-539-4400
Name of Listing Agent MAJIC L. MILLER MAP MLS ID # _____
Company Name RIMAX SUBURBAN Phone # 847-985-7450
Purchaser's Attorney GARY S. WANDERL Phone # 630-351-6560
Seller's Attorney KEVIN HANKIN Phone # 357-8313
Name of Mortgage Lender LEE PETERSON Phone # 847-240-7721
Loan Officer _____ Phone # _____

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- The parties agree that the property is being sold "as is" and that the Seller is not responsible for any defects in the property unless specifically stated otherwise in writing.
- 14. FRICTION CONTRACT:** In the event a prior contract or sale for the subject property exists, the contract containing the most liberal provisions for the benefit of the buyer shall govern.
- 15. EVIDENCE OF TITLE:** Title when conveyed will be good and marketable, subject only to general and estate taxes not due and payable at the time of closing, easements, conditions, covenants, restrictions, zoning regulations and other matters of public record, and any other matters which are shown on the plat and recorded with the Cook County Clerk's Office. Seller will at his/her expense, defend or reimburse the Buyer for all reasonable attorney's fees and other costs incurred by the Buyer in connection with the defense of the title. Seller will also at his/her expense, defend or reimburse the Buyer for all reasonable attorney's fees and other costs incurred by the Buyer in connection with the defense of the title. Seller will also at his/her expense, defend or reimburse the Buyer for all reasonable attorney's fees and other costs incurred by the Buyer in connection with the defense of the title. Seller will also at his/her expense, defend or reimburse the Buyer for all reasonable attorney's fees and other costs incurred by the Buyer in connection with the defense of the title.
- 16. CONDOMINIUM:** In the event that the subject property is a condominium, Purchaser here, within five (5) business days from the date of acceptance of this Contract, the right to demand from Seller items as stipulated by 90 Ill. Rev. Stat. 320.1 (Illinois Condominium Act). This Contract is subject to the condition that Seller be able to procure and provide to Purchaser a release of any or all any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires personal appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.
- 17. INSPECTIONS, CERTIFICATIONS, LEADER FEES:** If FHA or VA financing is obtained, Seller will pay reasonable costs related to termite inspections, certifications, radon testing, and final preparation fees.
- 18. SURVEY:** Prior to closing, Seller, at his/her expense, shall provide to Purchaser a plat of Survey of the Premises acceptable to the Lender and Title Company for extended coverage provided by an Illinois registered land surveyor, dated not more than six months prior to date of closing provided herein and showing all improvements presently located thereon, including but not limited to buildings, fences, patios, sidewalks, and driveways. In the event the Purchase is a condemnation or if the survey shall be required.
- In the event the survey discloses encroachments, violations of easements or other violations, the Contract of the option of the Purchaser, will become null and void, unless Seller can obtain title insurance over said matters.
- 19. FLOOD INSURANCE:** Purchaser will obtain flood insurance if the premises is located within a designated flood plain as determined by the National Flood Insurance Agency and required by the Purchaser's lender.
- 20. SOIL TEST:** In the event of vacant land, the Purchaser has the option, at his/her expense, of obtaining a soil boring and percolation test within twenty (20) days of Contract date. If said test shows adverse soil conditions, Purchaser at his/her option may serve written notice upon Seller within the time specified and this Contract will then become null and void and all contract monies paid by the Purchaser will be returned to her/him.
- 21. WELL AND SEPTIC TEST:** In the event the premises has either a well or a septic system, Seller will provide to Purchaser at Seller's expense, prior to closing, test reports indicating such system to be in compliance with the applicable governing statutes, ordinances, and health department regulations.
- 22. CONDITION OF REAL ESTATE:** Seller will convey from the premises all of the date of possession all goods and personal property not conveyed by Bill of Sale to Purchaser and will leave the premises in original condition, and further, will not improve the premises in any way during the term of this Contract. Seller will not be liable for any damage to the property or any improvements thereon during the term of this Contract. Seller will not be liable for any damage to the property or any improvements thereon during the term of this Contract.
- 23. CORRECTIONS:** Seller warrants that he/she has no knowledge of any violations of any applicable laws, ordinances, rules, regulations, or governmental authority of any governmental agency or authority.
- 24. WARRANTIES AND REPRESENTATIONS:** Any warranties and representations made by Seller and a covenant required a fiduciary act after the closing will survive the closing and delivery of the deed and will continue to be binding upon the parties hereto.
- 25. PAYMENT OF REAL ESTATE TRANSFER TAX:** Seller will pay the amount of any stamp duty taxes or any other taxes or duties on the transfer of this and any other property for which Seller is liable. Seller will pay the amount of any stamp duty taxes or any other taxes or duties on the transfer of this and any other property for which Seller is liable.
- 26. PSYCHIC:** Existing mortgage and liens on the property are hereby acknowledged as being paid in full and the Seller will be responsible for the same. Seller will be responsible for the same.
- 27. REAL ESTATE BROKER'S COMMISSION:** Seller agrees to pay the real estate broker's commission of _____ percent of the purchase price of the property, less any amount already paid by the Seller, and to pay the same to the real estate broker at the time of closing. Seller agrees to pay the real estate broker's commission of _____ percent of the purchase price of the property, less any amount already paid by the Seller, and to pay the same to the real estate broker at the time of closing.
- 28. CLOSING:** The closing shall take place at the address of the Buyer, or at such other address as may be agreed upon by the parties. The closing shall take place at the address of the Buyer, or at such other address as may be agreed upon by the parties.
- 29. DEFAULT:** If either party fails to perform its obligations under this Contract, the other party shall be entitled to the remedies provided by law. The remedies provided by law shall include, but not be limited to, specific performance, rescission, and damages. The remedies provided by law shall include, but not be limited to, specific performance, rescission, and damages.
- 30. JURISDICTION OF LAW:** The parties agree that the law of the State of Illinois shall govern the interpretation and performance of this Contract. The parties agree that the law of the State of Illinois shall govern the interpretation and performance of this Contract.
- 31. NOTICE:** All notices shall be in writing and shall be given to the other party by the party giving notice. The party giving notice shall be deemed to have given notice to the other party by the party giving notice.
- 32. ASSIGNMENT:** This Contract is not assignable without the written consent of the other party. This Contract is not assignable without the written consent of the other party.
- 33. UNLAWFUL DISCRIMINATION:** Seller and Buyer agree that neither party shall discriminate on the basis of race, sex, religion, or ethnicity in the sale of this property. Seller and Buyer agree that neither party shall discriminate on the basis of race, sex, religion, or ethnicity in the sale of this property.
- 34. ENTIRE CONTRACT:** This Contract constitutes the entire agreement between the parties. This Contract constitutes the entire agreement between the parties.

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MAP MULTIPLE LISTING SERVICE 0010779517
SELLER PROPERTY DISCLOSURE



This form is provided as a convenience feature to the Seller. The real estate agency/agent assume no responsibility for the information conveyed by the seller.

THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER; THEREFORE, SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 211 TORV SCHAUMBURG
 City, State & Zip Code: SCHAUMBURG IL 60173
 Seller's Name: PAUL & KATHY TAY

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of JUNE 26th 2001 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction. In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property. The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | | YES | NO | N/A | |
|-----|-------------------------------------|-------------------------------------|--------------------------|---|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| 3. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls or floors. |
| 7. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defect in the well or well equipment. |
| 10. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 17. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 18. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 20. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.
 Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary.
#9 No walls exist

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Paul & Kathy Tay Date: 6-26-01
 Seller: Paul & Kathy Tay Date: 6-26-01

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: Joe Lewis Date: 7/11/01
 Prospective Buyer: _____ Date: _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

PROPERTY ADDRESS: 811 Terry Ct Sandusky

SELLER ACKNOWLEDGES THAT THIS STRUCTURE WAS WAS NOT (CIRCLE ONE ONLY) BUILT PRIOR TO 1978.

OR SELLER DOES NOT KNOW IF THIS STRUCTURE WAS BUILT PRIOR TO 1978.

IF THE STRUCTURE WAS BUILT PRIOR TO 1978 OR IF THE SELLER DOES NOT KNOW, COMPLETE THE BALANCE OF THIS FORM.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Seller's Disclosure

- 1. Presence of lead-based paint and/or lead-based paint hazards (initial one only):
(a) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
(b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to the seller (initial one only):
(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):
(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's Acknowledgement (Listing agent must initial)

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Purchaser's Acknowledgement (Purchaser must initial)

- 1. Purchaser has received copies of all information listed above.
X 2. Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.
3. Purchaser has (Initial one only):
a) received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards
X b) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paints and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: Paul Fern, Date: 6-26-01
Seller: Kathy J. Imb, Date: 6-26-01
Designated Buyer Agent: Nancy L. Miller, Date: 6/21/01

Purchaser: [Signature], Date: 7/11/01
Purchaser: [Signature], Date:
Designated Listing Agent: [Signature], Date: 7-11-01

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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0010779513


DIPAN TRIVEDI
3 PLUM ROSE LN.
SCHAUMBURG, IL 60194

2-7080
2710
0045290387

1121

Date 7/11/01

Pay to the Order of RE MAX SUBURBAN \$ 20,000

Twenty Thousand Only Dollars  CITIBANK CITIGOLD

CITIBANK, F.S.B. 312 263 6600
1699 EAST WOODFIELD ROAD
SCHAUMBURG, IL 60173

Memo

[Signature]

⑆ 27 10 7080 ⑆ 0045290387 ⑆ 1121

*Taylor Elford
RE Max Suburban
7-11-01*

Property of Cook County Clerk's Office