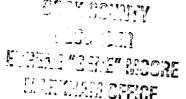
CLAIM OF LIENUNOFFICIAL COPPORES 140

2001-10-19 16:07:31

Cook County Recorder

37.50

STATE OF ILLINOIS COUNTY OF COOK





ABOVE SPACE FOR RECORDER'S USE ONLY

BEFORE ME, the undersigned Notary Public, personally appeared RENEE HARDIN who duly sworn says that he is the RENEE HARDIN whose address is 848 EAST 40TH ST CHICAGO, ILLINOIS and that in accordance with a contract with BENJAMIN E. WEAVER lienor furnished labor services or materials consisting of:

A SALES CONTRACT IN THE AMOUNT OF \$101,900.00 DATED, ACCEPTED, AND SIGNED ON JULY 06, 2001 THAT THE SELLER REFUSED TO REFUND. UPON HOUSE INSPECTION NUMEROUS REPAIRS WERE NEEDED THAT WASN'T DISCLOSED TO BUYER PRIOR TO INSPECTION.

On the following described real property in COOK County, State of ILLINOIS, described as 10016 COUTH SANGAMON, CHICAGO ILLINOIS LEGAL ATTACHED WITH TAX I.D. # and owned by BENJAMIN E. WEAVER AND/OR ALL UNKNOWN OWNERS of a total value of ONE THOUSAND & NO CENTS dollars (\$1000.00) of which there remains inpaid \$1000.00, GIVEN BY BUYER ON JUNE 29, 2001 CHECK NUMBER # 413 CASTED ON JULY 11, 2001. and (if required) that the lienor served copies of the notice on the SELLER on October 18, 2001, by MAIL.

TAX ID. 25-08.412-024.000

On October 18, 2001 before me, Kenee , personally known to me (or proved personally appeared \_\_\_\_\_ to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their autrorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

"OFFICIAL SEAL" STACY ANN KENDRIC COMMISSION EXPIRES 07/1

Affiant \_\_\_ Known X Produced ID

Type of ID TOL #635-7106-3864

125

# UNOFFICIAL COPPRESSIAN Page 2006 11

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		•		(check unto)
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· /	10016 5	VANARMON	ChicAGO	<u> </u>
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LOT SIZE: APPROXIMATE		125 x x	<u> </u>	fest.
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money shall be promptly refunded to Buyer. The parties hereto agree that the following items are accepted by Buyer "As is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:

IN THE A	BSENCE OF WRITTEN NOTICE OF REQUEST FO SENCY SHALL BE DEEMED WAIVED BY THE B	OR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN, THE HOME INSPECTION UYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.
florest St	ARRANTY: Solle agrees to e of closing at a cost of \$	o purchase and provide a MU year home warranty issued by HWH
The signal of the shall obtain indicating performe system is	ubject property is not served by a community of in and deliver to Suyer a water test performed in that the system is in proper operating condition if not more than 5° days prior to the closing data not in proper operating condition, or that the system is into combined.	inicipal water and sewage treatment system (well and septic test provision inapplicabe). OR municipal water and/or sewage treatment system. Seller, at his expense, prior to closing, by or acceptable to the county in which the property is located, and a septic system test and in compliance with applicable state, county and local statutes. Such tests shell be at if either of said written test reports indicate that the water is not potable, that the septic stems are not in compliance with the relevant statutes, Seller shall have the option to make large prior to the closing date. In the event Seller elects not to make the necessary repairs, and all earnest money shall be refunded to Buyer.
Residenti insurance Property	all have the option of declarary one Contract nut at Reat Property Disclosure Rep At, that the proj to This option shall not exist in the event such w Disclosure Report executed by both Set at and E	If and void within five (5) days of receipt of any written notice or disclosure, including the perty is located in a special flood plain hazard area which requires the Buyer to obtain flood written notice or disclosure was provided in statement number three (3) of a Residential Real Buyer prior to the Contract Date.
and appli	ed to the purchase price at closing.	APIMAY SOUTH SUBURIESCHOWSE) for the benefit of the parties hereto.
however, other rem refund shi equitable AGREEN ment by	that such forfeiture shall not be the exclusive re- ledy Seller has at law or in equity. If Seller defa- all not release Seller from his obligations under- remedies. (THERE SHALL BE NO DISBURSEME ENT FROM SELLER AND BUYER.) In the even- the parties as to the disposition of the samest in-	isiler, at a jett to Seller's obligations under any real estate listing agreement, provided amedy of Getter, and Seller shall retain said forfolited earnest money without prejudice to any uits, the earnest money, at the option of the Buyer shall be refunded to the Buyer, but such this Contract or it any way limit or restrict the right of Buyer to pursue other legat or ENT OF BARNES, MONEY UNLESS ESCHOWEE HAS BEEN PROVIDED WITH A WRITTEN not of any default or no tipe formance by either of the parties, and should there be no agreemoney, Escrowee may give written notice to all parties of Escrowee's intention to file, thirty if Court in the nature of an order passed for the purpose of depositing the earnest money with inbursed from the earnest money of a all court costs related to the filing of the interpleader
action.	1	
Prior to c State Dep premises evidence	partment of Public Health, dated not more than a are infested by active termites, or other wood t	Buyer a written report from an inspection company certified to do termite inspections by the lik (6) months prior to the closing date, stating that there is no visible evidence that the boring insects. Unless otherwise agreed between the parties, if the report discloses dayer shall have the option within five (5) business days of his recalpt of the report to not void. This provision shall not be applicable to conformitums or to newly constructed lowing complation of construction.
MEDIATIO	7N•	
All disput	es or claims between the Seller and Buyer which	th arise subsequent to closing of this transaction may be submitted for settlement and ules of the American Arbitration Association. The party submitting one action to mediation probability to obtain steps representation shall pay their own attorney's fees. The mediation conference tion Association in Chicago, illinois.
GENERA	L CONDITIONS AND STIPULATIONS:	
(a)	Soth Seller and Buyer agree to execute all doc- for mortgage or trust deed and to close this sal	· ·
(b)	Seller represents that he has not received any condemnation proceeding, pending rezoning or	notice from any governmental body of any ordinance, zoning or building code violation.  r special assessment proceedings affecting the property.
(c)	such party. In the event the name and address the listing broker as agent for such Seller. Fac their broker or attorney, shall constitute sufficie seven (7) business days of such notice. Notice	nd served upon the parties at the addresses shown on this Contract or upon the attorney for so of the Seller or the attorney for the Seller is unknown, written notice may be served upon simile transmission of any offer, acceptance, notice or ider herein provided to the parties, int notice or acceptance. Original documents shall be forwarded in all instances within a to any one party of a multiple person party shall be sufficient service to all.
(d) .	the area of the tornements representations	shall constitute the entire agreement and understanding between the Seller and Buyer, and s or understandings, oral or written, between the parties with respect to the subject matter amendment to this Contract shall be valid unless in writing and signed by all parties.

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in escrow with the Seller's attorney as Escrower, at the time of closing, and any monios due Seller shall deposit the sum of \$\_ the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowree. Escrew money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy,

#### TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five days prior to the closing date, a little commitment for an owners little insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (2) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below, and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Sellar has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his sgent, or his lending agency shall extend the time for delivery thereof by the Selfer by such period of delay. If the title commitment disclosed exceptions not provided for herein, the Selfer shall have until closing to remove said exceptions or to coquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated hemin, Buyer may elect to terminate this Contract and all montes paid by the Buyer shall be refunded to him.

### DEED (CONVEYANCE, USAS, ENCUMBRANCES):

Seller shall convey or course to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions. provided none of which shall mruch lily restrict the reasonable use of the premises as a residence; (a) general real estate taxes not due and payable at the time of closing; (b) building imaged building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which cornorm to the present usage of the premises: (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) pa and rights and agreements; if any; and (g) limitations and conditions imposed by the illinois Condominium Property Act and condominium declaration, if applicable.

#### PRORATIONS:

The following items, if applicable, shall be prorated rule the data of closing; (a) insurance premiums; (b) general real estate taxes, including special service areas, if any: (c) rents and security deposits (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) homeowners and/ or condominium/townhome association dues and assessmi nts (d) prepaid service contracts. Prorations of general taxes shall be on the basis of 105% of the last ascertainable bill. If said bill based on a pa dal assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment improved is available from the County Assessor shall be signed at closing by the parties hereto.

#### SURVEY:

Seller at his expense, except for condominiums, shall furnish to Buyer a current spotted survey (dated not more than B months prior to the closing date) under certification by an illinois ticensed land surveyor showing the location of all improvements, easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not encorate upon any easements or building lines, and said survey shall show no encreachments from adjoining properties. In the event said survey discourse increachments, these encreachments shall be insured by the title company for Buyer and Buyer's lender at Salier's expense.

### COMMISSION:

Real estate broker's commissions shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Enter's broker and Buyer's broker are identified on page four (4) of this Contract.

### ATTORNEY MODIFICATION:

The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good in ith modification (which may include additional terms) by the attorneys for the parties within five (5) business days from the Contract Date (excluding Saturday, Sunday and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revision. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION FILL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACK CONLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.

### CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

PROPERTY INSPECTION CONTINGENCY: (Selections applicable option)

 Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection. OR Buyer shall have the right for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a certified home inspection service of Buyer's choice, and at Buyer's cost. The home inspection shall cover and its improvements inspected by a certified home inspection service of Buyer's choice, and at Buyer's cost. The home inspection shall cover and its improvements of the Premises: central heating system(s), cantral cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundations. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate \$ to remedy shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Soller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller. Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repair exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for certain repairs. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days hereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost or obligation of correcting certain defects or (iv) Seller will naither repair nor provide a credit

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	;			i .
(e)	This Contract shall be binding upon and permitted assigns,	inure to the benefit of the p	parties and their respective heirs, success	ions, legal representatives and
(f)	This contract is subject to the provisions are expressly incorporated herein and mais accurate as of the Contract Date.	of Public Act 89-111 knows side a part of this Contract,	n as the Residential Real Property Disclo The Seller represents that the information	sure Act, the terms of which on contained in the disclosure
(g)	The invalidity of any paragraph or subparany provision of this Contract is determined that the enforced with such provision say	led to be unenforceable by	a court, such provision shall be deemed	agraph or subparagraph. If severable and this Contract
(h)	Prior to closing, Buyer shall have the right condition required by the terms of the Con Date, the Seller shall restore the premises Contract	ntract. If there has been a	n adverse change in the condition of the	premises since the Contract
(D :	Seller shall ray for the State of Illinois and designated in the richance of the municipal selections.		er tæx stamps. Any municipal transfer tax	shall be paid by the party
<b>(</b> )	If the improvements or the property shall Uniform Vendor and Purel 92er Risk Act of		damaged by fire or other casualty prior t	o closing, the provisions of the
(k)	If the Buyer or Seller under his, Contract is to indicate they are the beneficiaries of sa sole power of direction with regar to 39	aid trust in order to guarent		
(1)	Where in this Contract meaculine pronout feminine or neuter pronouns or words ind	nr are used or words indic 1 tating the plural number of	ating the singular number appear, such w where used where the context indicates	rords shall be considered as if the propriety of such use.
This Cas	tract and Riders numbered	4 0	RESIDENTIAL REAL PROPI	ERTY DISCLOSURE REPORT
inis con	D BASED PAINT DISCLOSURE, unless in	applicably sign thached he	reto and incomorated herein, shall be exe	cuted by Buyer and Seller and
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Date of	Offer 06/29/01	<u> </u>	Date of Acceptance:7/	106/01
	rties shall have hours to accept,	1	(This date shall be insert. I only after to	he parties hereto have agreed
	, or reject this offer).		ic all the terms and condition; of this C	Contract and is also referred to
COUNTE	, or reject this oner t		herein as the Contract Date.	1
i i		1 '	Intelligibility and contract party	
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ax:	117-131-15		Fax: 140 - 1	

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### RIDER A TO REAL ESTATE CONTRACT

This Rider is attached to and incorporated by reference into the contract dated June 29,2001, made by and between owner of record, hereinafter referred to as "Seller" and Renee and Edward Hardin, hereinafter referred to as "PURCHASER", for the property locate 1 at 10016 S. Sangamon, Chicago, Illinois. It is agreed by And between the parties as follows:

1. The parties agree that Seller shall grant to Buyers a \$3000.00 credit for appliances.

Date 7/06/01

Beijim Ellen

SELVER

Date 07/05/01

PURCHASER

PURCHASER

### RELEASE OF EARNEST MONEY FORM

COLDWELL BANKER LI	CORPORATE MEADOUARTERS 2700 SOUTH RIVER ROAD, SUITE 400 DES PLAINÉS, IL 60018-4119 BUS. (847) 239-8100
RESIDENTIAL GROKERAGE	FAX (847) 259-3169
	RE: Contract for sale of property at:
%_	10016 So. SANGAMON
Sale #: 4363-01-5327	Chicago, Ill. 60643
0,	Seller(s): BENJAMIN E. WEAVER
Co	MYER! Edward Hardin
94	Buyer(s): RENEE HARDIN
	Contract Date: 6-29-01
	national transportion mutually guthanize and direct
The undersigned Seller's) and Buyer(s), in the above	referenced trespection mutually authorize and direct ist it has been holding for the mutual benefit of the
parties to this transaction as follows:	01 000 1 1 10 1
Seller(s): \$	Edward to asper - Buyers
	2 Dago Harding Busine
Buyer(s): \$ 1,000 00 1	The Miran Mayers
Further, and in consideration of the foregoing, Buye and Coldwell Banker from any and all claims arising ou	er(s) and Seller(s) mutually agree to release each other at of or in any way connected with this transaction.
ALL PARTIES SIGNING ORIGINAL SALES CONTRA	
ALL PARILES SESTEINS SIGNED	- LANDON D-IDADINI
SELLER(S):	* BUYER(S): YOUNG
	Till Allegen
	848 Ex 40 Street 7 1
	Chicago Ill. 60653
Dated:	Dated: 08/17/0
	Mutalie I (Merical)
•	8.12-01
	Date: /\-//-0/

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### FHA AMENDATORY CLAUSE AND REAL ESTATE CERTIFICATION



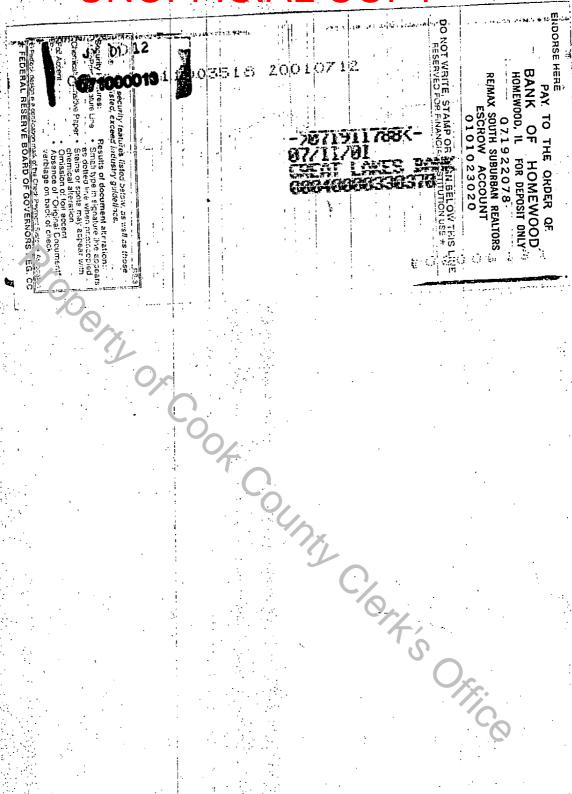
•	ED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED
6/29 800/ FOR TH	HE SALE OF THE PROPERTY COMMONLY KNOWN AS
7104 of woodlawn.	Uh. EAGO
ENTERED INTO BY GLORIE OF KE	(SELLER) AND
	(PURCHASER).
in the second of the description	visions of the contract, the Purchaser shall not be obligated
a complete the rule base of the property described her	rein or to incur any penalty by fortesture of earnest money
longelts or otherwise violegs the Seller has delivered to	the Purchaser a written statement issued by the received
Javoice Commissioner of a Direct Endorsement Lender	setting jorth the appliaised value of the property (excluding
losing costs) of not less then the purchase price which	statement the Seller hereby agrees to deliver to the Purs made available to the Seller. The Purchaser shall, how-
was been she privilege and cotton of preceding with the	consummation of the contract without regard to the amount
f the appraised valuation. The sopraised valuation is al	Myed at to determine the maximum mondage rue pepar-
nent of Housing and Urban Development will insure. HU	JD does not warrant the value or the condition of the prop-
rty. The Purchaser should satisfy himself that	the price and condition of the property are acceptable.
	· · · · · · · · · · · · · · · · · · ·
urthermore, the Seller, the Purchaser, the broke's and	for parties involved in this transaction certify, to the best
f their knowledge and belief, that the terms of the purc	hase contract are true and that there are no other parties
r undisclosed arrangements in connection with this tr	
inv carifications, including, but not limited to heating,	plumbing, electrical, roofing and termite, when required
y FHA or other governmental authority shall be paid	as follows:
talles and the make any renairs required by EHA or of	her governmental surbority prior to closing, provided said
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### UNOFFICIAL

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painciple meridan in cook county STATE of Fullhois. TAX ID # 25-08-412 0024-0000 E. 1/2 S.E. 14 0° SEC: 8-37-14 COST OF THIRD LEGAL ADDRESS. 7819 S. Hamilton CONCERNOR CHICAGO, IL 60670

MAIL TO: 3160 Poplar Lame CRETE ) IL 60417

0010048140

## **UNOFFICIAL COPY**

DO CO	
TOWNSHIP NEIGHBORHOOD  LAKE  324  STORY RESIDENCE, ANY AGE,  11. A.GARAGE SIZE 1 Car  B.GARAGE TYPE detached  12. APPROX. BLDG. SQ.FT 3,660  14. IRREGULAR LOT no  15. SITE DESIRABILITY not relevant  16. PLAN OF DESIGN  17. STATE OF REPAIR average  18. RENOVATED  19. ROOF shingle/asphalt  20. OTHER IMPROVEMENT no  21. PRORATED no  22. RELATED PARCEL NUMBER	Cotto Office
-VCLUME PROPERTY INDEX NUMBER 455 PROPERTY CLASSIFICATION 2-03 - ONE 1,000 TO 1,800 SQ.FT. 1. APPROXIMATE AGE 77 years 2. RESIDENCE USE single family 4. NUMBER OF APARTMENTS none 5. EXTERIOR CONST masonry 6. A.NUMBER OF FULL BATHS 01 B.NUMBER OF FULL BATHS 01 B.BASEMENT full B.BASEMENT FINISH unfinished 8. A.ATTIC TYPE full B.ATTIC FINISH living area 9. CENTRAL AIR no	PAGE 3

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