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2001-12-05 10:04:14

Property No. 2489A

Cook County Recorder

3.50

#### REAL ESTATE INSTALLMENT SALE CONTRACT

1. RAYMOND A. JONES AND RHONDA JONES (Purchaser) agrees to purchase at a price of \$199,000.00 on the terms set forth herein, the following described real estate located in Cook County, Illinois (hereinafter "real estate" or "premises"):

Lot 32 in Carriage Hills Subdivision Phase 4, a subdivision of part of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Peal Estate Index Number:

28-36-111-024-0000

Common Address:

3009 Surrey Lane, Hazel Crest, Illinois 60429

- 2. MIDWEST PARTMERS (Seller), agrees to sell the aforesaid real estate at the price and terms set forth herein and to convey or cause to be conveyed to Purchaser title thereto by Special Warranty Deed at the time of final closing subject to:
  - (a) covenants, conditions, easements and restrictions of record;
  - (b) private, public and utility easements and roads and highways, if any;

(c) party wall rights and agreements, if any;

(d) unpaid general taxes and special assessments;

(e) building, dwelling and zoning code violations and pending building, dwelling and zoning code violation cases, if any;

(f) encroachments and matters of survey:

(g) any and all parties in possession;

(h) any existing unrecorded leases and all rights thereunder of any lessees and of any person or party claiming by, through, or under the lessees;

(i) unpaid water and sewer charges; and

- (j) unpaid utility charges, fuels, scavenger service, and similar charges.
- 3. (a) Purchaser has paid \$5,000.00 as earnest money to be applied on the purchase price;
- (b) Purchaser agrees to pay the balance of the purchase price of \$194,000.00 with interest at the rate of 12.5% per annum, payable monthly, in equal installments of \$2,100.00 or more, beginning August 1, 2001 and a like amount or more on the 1st day of each month thereafter until fully paid except that if not sooner paid the full unpaid principal balance together with all accrued interest, advances and charges shall become due and payable on July 31, 2008. Said installments shall first be applied against interest on the principal balance from time to time outstanding and then on the principal subject to the provisions of paragraph 22 of this agreement. All payments are to be made to Seller at such

place as Seller may from time to time designate in writing but in the absence of such designation shall be made at 120 North LaSalle Street, Suite 2820, Chicago, Illinois. Purchaser shall have the right to prepay any amounts of principal at any time without penalty subject to the provisions of paragraph 22 of this agreement.

- 4. Purchaser agrees to accept title to the real estate subject to any and all parties in possession of the real estate. Purchaser and Seller acknowledge that Purchaser currently is in possession of the real estate.
- 5. Seller shall deliver or cause to be delivered to Purchaser, at closing, a title commitment for an Owner's title insurance policy issued by a title company licensed to do business in the State of Illinois, in the amount of the purchase price, which commitment shall be dated not more than 30 days prior to the date of closing, showing title in the grantor subject only to the matters to which this contract is subject; all unpaid general taxes and special assessments and general exceptions contained in the policy. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy. Seller shall also furnish Furchaser with an affidavit of title in customary form covering the date of closing. Seller shall not be obligated to furnish any other or further title commitments or evidence of title other than the one herein provided for in this paragraph.
  - 6. The closing shall take place:
- (a) within 21 days after Purchaser has paid the full unpaid balance of the purchase price together with all amounts due Seller under the terms of this agreement but in no event later than July 31, 2008; or
- upon Purchaser's written request any time after Furchaser has reduced the unpaid principal balance of the purchase price by one-third of the original purchase price provided Purchaser shall have paid all accrued interest, costs, taxes, assessments and other charges which are Purchaser's obligation and shall have reimbursed Seller for all advances made by Seller on Purchaser's behalf and is in full compliance with all of the covenants contained herein and provided further that Purchaser executes and delivers to Seller a principal installment note in the amount of the full unpaid balance due Seller to be secured by a Trust Deed on forms acceptable to Seller. The principal promissory installment note shall provide for monthly payments of principal and interest in the same amount, on the same terms, and at the same interest rate as provided in paragraph 3(b) and payments shall commence on the first day of the first month subsequent to closing. The Trust Deed shall be recorded immediately subsequent to the recording of the Special

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Warranty Deed to Purchaser and shall constitute a first mortgage on the premises.

- 7. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure within a reasonable time after having been asked, such failure shall be considered a breach on the part of said party.
- 8. (a) Purchaser shall pay to Seller a closing fee of \$250.00 for the time of closing under Paragraph 6.
- (b) Purchaser shall pay a processing fee of \$15.00 for each request for a payoff letter payable within 10 days after Seller has furnished the payoff letter. In the event Purchaser shall fail to pay to Seller the fee for any requested payoff letter, said fee shall become a charge against Purchaser's account and shall be collected in accordance with paragraph 22 of this agreement.
- 9. At closing, any payment due from Purchaser to Seller shall be by cashier's or certified check.
- 10. (a) Commencing with the date of this contract and until Seller has been paid all sums due from Purchaser as provided herein, Purchaser shall insure the premises at Purchaser's expense for fire and extended coverage in an amount not less than the purchase price and for general liability incurance in an amount not less than \$100,000 per occurrence for bodily injury and property damage with a company or companies licensed to do business in the State of Illinois. In the event of a fire loss, whether in whole or in part, Seller shall have the right to apply the proceeds of the loss to the unpaid balance due from Purchaser to Seller. In the event the proceeds of the loss are insufficient to pay Seller in full Purchaser shall continue to be liable for the unpaid balance due Seller. All such policies shall name Seller as one of the insureds and Purchaser shall pay all premiums as the same become due and shall promptly furnish proof of payment to Seller. To assure Purchaser's compliance with the provisions of this paragraph, Purchaser shall deposit a sum equal to 1/12th of the annual insurance premiums to be made with the payments of principal and interest under this Contract and the Trust Deed provided for in paragraph 6(b). In the event Purchaser's insurance escrow is insufficient to pay any insurance premium or any part thereof when due and if Purchaser fails to timely make payment, Seller may, at its option (but shall not be required to) pay such premiums and Purchaser shall forthwith reimburse Seller for the amount paid and if Purchaser shall fail to do so then the same shall be considered an advance made by Seller on Purchaser's behalf and Seller shall be reimbursed in accordance with Paragraph 22 of this agreement.

- (b) At the time of execution of this contract Purchaser shall furnish Seller with the policies provided for in paragraph 10(a) (or certificate of insurance in lieu thereof) together with evidence of full payment of one year's advance premium or, in lieu thereof, shall deposit with Seller the estimated amount of one year's advanced premiums for all such policies in which event the only named insured under such policies will be Seller and coverage under such policies will protect only Seller.
- 11. Purchaser shall assume and pay all unpaid charges for utilities including, but not limited to, unpaid charges for water, sewer, gas, electric, scavenger service and similar charges whether incurred prior to or subsequent to the date of this contract.

Purchaser also shall assume and pay, without proration, all unpaid general taxes and special assessments accruing subsequent to the first installment of 2000 taxes and shall exhibit to Seller paid tax receipts within 30 days after the due date of each installment or special assessment. To assure Purchaser's compliance with the provisions of this paragraph, Purchaser shall deposit a sum equal to 1/12th of the annual real estate taxes on the premises to be made with the payments of principal and interest under this Contract and the Trust Deed provided for in paragraph If Purchaser shall rail to pay any installment of general taxes or special assessments or any part thereof, which are Purchaser's obligation under the terms of this agreement and if Purchaser's tax escrow is insufficient to make full payment, Seller may, at its option (but shall not be required to) pay or redeem all or any part of any such taxes or special assessments and Purchaser shall forthwith reimburse Seller for such payment and if Purchaser shall fail to do so then the same shall become a charge against Purchaser's account and shall be deemed to be an advance made by Seller on Purchaser's behalf and Seller shall be reimbursed in accordance with paragraph 22 of this agreemen.

- 12. Time is of the essence of this agreement except that no default shall be deemed to exist under the terms of this contract or the Trust Deed as provided in paragraph 6(b) with legard to payments of principal and interest to be made hereunder unless Purchaser shall fail to make any of the monthly payments of principal and interest within ten days after the due date thereof.
- 13. In the event that Purchaser shall sell or assign Purchaser's interest in the premises, whether by sale, gift or any other means whatsoever, without the prior written consent of Seller, the entire indebtedness may, at the option of the Seller, be declared immediately due and payable. No transfer of Purchaser's rights without the prior written consent of Seller, and no extension of time for payment or other indulgence after such transfer or assignment shall operate to release or discharge Purchaser, it being agreed that the liability of the Purchaser shall continue as principal until all obligations secured by this

agreement and the Trust Deed are hereby paid, and performed, in full, notwithstanding any transfer of Purchaser's rights.

- (a) Purchaser confirms that in entering into this agreement no reliance has been made by Purchaser upon any representation, warranty, guaranty, promise, statement or inducement, oral or written, expressed or implied, which may have been made by Seller or others acting or purporting to act on behalf of Seller or any real estate broker or salesman with respect to the past, present or future condition of the premises, its actual or projected income, expenses, operation, value, uses, maintenance, or any other aspect of this transaction or the premises and the purchaser agrees to accept the title to the premises "as is" and "where is" regardless of its condition at the time of closing. Purchaser has inspected the premises described herein and purchases the property based on Purchaser's own knowledge and Seller makes no representations or warranties wich regard to the condition of any structure which may be situated on the premises or with regard to the existence or nonexistence of any building or dwelling code or zoning violations other than any notices of violations which may be attached to this agreement and this sale is subject to any and all building or dwelling code or zoning violations. Seller expressly warrants that neither the Seller, its igents or its principals have received any notice of any dwelling code violations from any city, village or other governmental authority within ten years preceding the date of this contract except such notice of violations as are attached to this agreement. Sale of these premises is subject to any and all building or zoning violation cases whether heretofore hereinafter filed. Purchaser shall appear in person, or by counsel, at all hearings conducted by any Court or administrative agency with respect to any building violation or zoning cases heretofore filed and any cases hereinafter filed, and failure to appear shall constitute a default under this agreement and the Trust Deed. Purchaser agrees to comply with all orders of any administrative agency, compliance board or court, whether such violations occurred prior to or subsequent to the date of this contract and the failure to do so shall constitute a default under this agreement and the Trust Deed.
- (b) This Contract incorporates the entire understanding between the parties hereto and there is no undertaking, representation or agreement between the parties which is not expressly included herein.
- 15. At closing, Seller shall pay the amount of any stamp tax imposed by State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois and shall furnish any declaration required to be signed by the Seller or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any tax required by local ordinance shall be paid by the party upon whom such ordinance places

responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by Purchaser.

- 16. The signature of any party of any document transmitted by fax machine shall be considered for these purposes as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of either party any faxed document shall be re-executed by both parties in an original form.
- 17. It is agreed and understood that Seller retains legal title to the premises from the date of this contract until closing for security purposes only and Purchaser shall be entitled to the full possession, operation and control thereof commencing with the date of this agreement and continuing until default on the part of Purchaser and Seller exercising its right to possession under paragraph 19(c) or termination of this agreement by Seller as provided in paragraphs 19(d) and 19(e).
- 18. Each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete valver and release of any and all lien or claim or right of lien against Seller's interest in the real estate herein agreed to be conveved, and no contract or agreement, oral or written, shall be entered into or executed by the Purchaser for repairs or improvements upon the premises aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting.
- 19. (a) If Purchaser fails to make any payment or any part thereof as provided for in paragraphs 3(b), 3(b), 3(b), 10(a) and 11 within 10 days after the due date thereof as provided in paragraphs 3(b), 8(b), 10(a) and 11 hereof, then Purchaser shall forthwith pay, in addition to the delinquent payment, a late iee of 5% of the delinquent amount and if Purchaser shall fail to do so then the late fee shall constitute and become a charge against Furchaser's account and shall be collected in accordance with paragraph 22 of this agreement.
- (b) If Purchaser fails to make any payment or any part thereof within 10 days after the due date thereof then at the election of the Seller and upon Notice to Purchaser the entire principal balance then due hereunder together with all accrued interest, costs, advances and charges shall be declared and become immediately due and payable and in the event the default is not cured within five (5) days after such notice Seller may sue for the full unpaid balance due together with all accrued interest, costs, advances and charges or Seller may, at its election, not declare due and payable all of the remaining balance of principal, interest, advances and charges but sue for only the amount of unpaid delinquent installments of principal and interest, advances

and charges as of the date thereof, but in either event this contract shall remain in full force and effect until all sums due Seller under this agreement have been paid in full, except as otherwise provided in paragraph 19(c).

- In the event Seller elects to declare the entire principal balance due as provided for in paragraph 19(b) and Purchaser fails to pay the full unpaid balance due under this contract within the time provided for in the notice and notwithstanding all other remedies available to Seller, Seller shall also have the right, but not the obligation, to take possession of the premises and offer the same for sale for cash or credit, or partly cash and partly credit in mitigation of damages ("mitigation sale") at Seller's sole discretion, provided Seller shall give notice to Purchaser of Seller's intent to do so and provided Seller shall advertise the mitigation sale of the real estate at less; three times in the advertising section of the Chicago Sun-Times. The mitigation sale price and terms of sale shall be in the sole discretion of Seller and Purchaser waives the right to contest the reasonableness thereof. Upon Seller's execution of a contract for a mitigation sale, Purchaser's right to a deed as provided for in paragraph 2 shall terminate but Purchaser shall continue to be liable to Seller to the extent Purchaser's obligation to Seller exceeds the amounts received by Seller under the mitigation sale. Monies received by Seller from the mitigation sale shall first be applied to costs of the mitigation sale, including advertising expenses, brokers fees, title charges and customary Seller's costs and charges relating to the mitigation sale; then to any charges and costs due Seller from Purchaser; then to accrued interest on Purchaser's unpaid balance; and then to principal. In the event monies received by Seller from the mitigation sale, as applied above, exceed the amount due to Seller from Purchaser then Purchaser shall be entitled to any surplus.
- If Purchaser fails to make any payment or any part thereof within 10 days after the due date thereof or fails to perform any of the covenants herein contained, this contract shall, at the election of Seller, and upon written notice to Purchaser as provided in paragraph 19(e), be terminated if all defaults have not been fully cured within 30 days after the mailing of notice of intent to declare termination (it being expressly agreed that all things considered by the parties that under the circumstances 30 days notice to cure defaults, whether for failure to make payments or otherwise, is both reasonable and fair) and such termination of Purchaser's rights under this contract shall be effective immediately upon the expiration of such 30 days if all defaults have not been fully cured and all payments theretofore made by Purchaser shall be retained by Seller. Upon such termination, this agreement shall thereupon become of no further force or effect, and Purchaser shall immediately vacate the premises, and Seller shall have the right to re-enter and take possession of the premises.
- (e) If Seller shall elect to terminate Purchaser's rights under this contract due to Purchaser's default, Seller shall give

notice to Purchaser of Seller's intent to terminate in the manner for the giving of notice set forth in paragraph 26 and if Purchaser fails to fully cure all defaults within 30 days after Seller has mailed such notice, or within the time provided in the notice, whichever is greater, the termination shall become effective immediately upon the expiration of the 30 days (or such longer time as may have been provided in the notice) without further notice to Purchaser.

- (f) Any forbearance or acquiescence on the part of Seller with respect to any payment due under this contract shall not be deemed a waiver of the provisions of paragraph 25.
- (g) Partial payment of the amount due after the issuance of any notice required under this agreement or by law will not invalidate the notice. Only full payment of the amount due under any notice will waive Seller's right of termination under any such notice. Purchaser waives any notice provided by the Forcible Entry and Detainer Act which may be legally waived. The adoption of any remedy hereunder by Seller shall not constitute a waiver by Seller of any other remedy provided herein or otherwise provided by law or equity, but all such remedies shall be cumulative. The acceptance by Seller of any payment after it falls due shall not constitute a waiver by Seller of any rights or remedies available to Seller in law or equity with respect to any other payment or with respect to any breach by Purchaser of any other obligation hereunder, whether past or future.
- (h) In the event a voluntary or involuntary petition in bankruptcy is filed under 11 U.S.C. Chapter 7, 11, 12 or 13 affecting the real estate, Purchaser agrees not to contest any action brought by Seller to lift the automatic stay to allow Seller to exercise Seller's remedies in the case of default as provided for in paragraphs 19(b) through 19(e).
- 20. If proceedings for the exercise of the right of eminent domain are commenced involving the premises covered hereby, Seller's conveyance, as aforesaid, shall be subject to such proceedings. If prior to the delivery of such conveyance the premises are acquired in any such proceedings, the parties hereto shall have no further right or interest in the premises, but their rights and interest to the extent that they then may appear, shall be in the award. Such award shall be distributed as follows: first, so much of that award as shall equal the sum of the principal balance and all interest, costs and expenses then due hereunder shall be paid to Seller; and then the balance of that award shall be paid to Purchaser. If the award is insufficient to satisfy all sums due Seller under this contract, Purchaser shall continue to be liable to Seller for the balance due. If the award is sufficient to satisfy all sums due Seller, then Purchaser shall be relieved of any further obligations under this contract.

- Purchaser shall pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in any action or proceeding to which Seller may be made a party by reason of being a party to this agreement, and Purchaser shall also pay to Seller all costs and expenses, including reasonable attorney's fees, incurred by Seller in enforcing any of the covenants and provisions of this agreement. All such costs, expenses and attorney's fees shall be immediately due and payable to Seller and shall be included in any judgment entered in which Purchaser is a party and all such costs, expenses and attorney's fees shall be deemed a charge against Purchaser's account and shall be collected in accordance with paragraph 22 of this agreement. In the event Seller shall file any action against Purchaser for money judgment and/or possession of the premises under the Forcible Entry and Detainer Act or for breach of contract or ejectment or other legal proceedings at law or in equity for two or more unpaid monthly installments of principal and interest, Purchaser shall be liable to Seller's accorneys for reasonable attorneys fees of not less than \$300.00 for each case filed plus all court costs whether or not the default is cured prior to or after judgment is entered and Purchaser hereby consents to the inclusion of said costs and attorneys fees in any judgment entered by default or otherwise. Purchaser shall forthwith pay to Seller all such court costs and attorneys fees as provided in this paragraph on demand and, if Purchaser shall fail to make payment to Seller within 10 days after demand, then the same shall become a charge against Purchaser's account and shall be collected in accordance with Paragraph 22 of this agreement.
- 22. (a) Commencing with the first regular monthly payment following the execution of this contract and until the purchase price provided for in paragraph 1 and all other amounts due Seller have been paid in full, all monies received from Purchaser shall be applied to Purchaser's account in the following order: First, to reimburse Seller for advances made by Seller on benalf of Purchaser or the property; then to the payment of charges and costs due from Purchaser; then to remedy any underfunding of Purchaser's real estate tax escrow; then to fulfill Purchaser's current morch's real estate tax escrow requirement; then to accrued interest; and, then to reduce Purchaser's unpaid principal balance.
- (b) Any payment received after the 20th day of the month shall be applied to the payment due for the following month in accordance with the application priorities set forth in paragraph 22 (a) above.
- (c) For purposes of this agreement the term "advances" as used above shall include all sums paid by Seller for any items of expense which have become due and payable and which are Purchaser's obligation under the terms of this Contract. The terms "charges" and "costs" as used above include all items for which Purchaser is liable under the terms of this Contract including, but not limited to, late fees, court costs and attorney's fees and other expenses chargeable to Purchaser as a result of a default on the part of

Purchaser including expenses incurred in the protection of either Seller's rights and interests or in the protection and/or preservation of the property itself. The term "real estate tax underfunding" as used above is defined as the total escrow arrearage resulting from prior months' underpayment of 1/12th of annual real estate taxes. The term "current month's real estate tax escrow requirement" as used above is 1/12th of the annual general real estate taxes, as adjusted annually, based on the amount of taxes for the most recent ascertainable year to be deposited with Seller monthly in accordance with paragraph 11.

- 23. As additional security for all payments due hereunder, Purchaser agrees to assign, and does hereby assign, all of the rents, issues and profits which may hereafter become due under or by virtue of any leasing, by Purchaser, whether written or oral, for the use and occupancy of any part of the premises hereinabove described. This provision shall apply to all rentable units contained in the entire premises. Under the power herein granted, it is the intention of Purchaser to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto Seller herein. The rights granted hereunder are to be available to Seller only if and when Purchaser defaults in any of the terms and conditions contained in this agreement.
- 24. This agreement and the promises, covenants and conditions herein contained shall survive the delivery of the deed to Purchaser.
  - 25. Time is of the essence of this contract.
- 26. All notices herein required shall be in writing and shall be served on the Purchaser at the address following Purchaser's signature and on Seller at the address designated by Seller for the making of payments as provided for in paragraph 3(b). The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service and shall be deemed to have been given at the time of depositing the same in the United States mail.
- 27. The words "Seller" and "Purchaser" wherever herein occurring and used shall be construed to mean "Sellers" and "Purchasers" in case more than one person constitutes either party to this contract, and all such persons shall be individually, jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to the benefit of their respective successors, heirs, executors, administrators and assigns.

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- 28. Seller represents that it is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section.
- 30. In the event any provision of this contract is held invalid or unenforceable under applicable law, this contract shall be deemed not to include that provision and all other provisions shall remain in full force and effect.
- 31. Seller represents that it has no knowledge of lead-based paint and/or lead-based paint hazards in the premises and has no reports or records pertaining thereto, and Purchaser waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and acknowledges receipt of the EPA pamphlet "Protect Your Family from
- 32. Purchaser acknowledges and represents that the Property Disclosure Report has been reviewed and executed by Purchaser prior to signing this contract.

IN WITNESS WHERLOF, the parties to these presents have hereunto set their hands and seals on August /// , 2001.

and sed	is on August <u>//</u> , 2001.
SELLER:	PURCHASER:
MIDWEST PARTINERS	
By:	
Authorized Signatory	RANMOND A. JONES
	soc. sec. # 33/-36-815-0
	Address: 309 Seury Con
	farel (NESF 2C 6042)
	Charde to
	RHONDA JONES
	Soc. Sec. # 359-50-8221
	Address: 3009 Surrey Came
<sup>7</sup> 365	4Azec Crest, Il. 40429

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS 11147155 FOR TARGET HOUSING SALES

RE: 3009 Surrey Lane, Hazel Crest, Illinois 60429

LEAD WARNING STATEMENT: EVERY PURCHASER OF ANY INTEREST 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. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED FRIT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

#### SELLER'S DISCLOSURE:

- (a) Seller has no knowledge of lead-based paint and/or lead-based paint hazards.
- (b) Seller has no reports of records pertaining to lead-based paint and/or lead-based paint hazards.

### PURCHASER'S ACKNOWLEDGEMENT (initial)

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Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazarus.

#### AGENT'S ACKNOWLEDGEMENT (initial):

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

#### CERTIFICATION OF ACCURACY

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

Seller Date 99(0)

Purchaser

2/2/2/

N/A Agent

Date 8/7/0/

RONALD B. ROMAN SUITE 2101 180 N. LASALLE ST. CHICAGO, IL 60601