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1420/0135 38 001 Page 1 of 8
2002-01-23 10:53:11
Cook County Recorder 35.50

EVIDENCE OF AGREEMENT



0020094116

State of NEW JERSEY

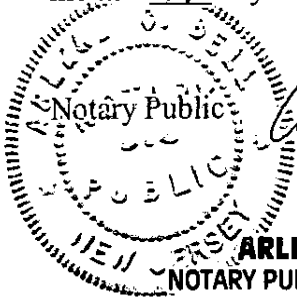
County of HUNTERDON

The undersigned, being first duly sworn on oath, deposes and states that attached hereto and incorporated herein by reference is a true and correct copy of the Real Estate Sale Contract dated January 17, 2002 by and between Keith Runtz (APurchaser@) and WESTMAN REAL ESTATE, INC. (collectively ASeller@) for the property legally and commonly described on Exhibit A:

The undersigned further confirms and asserts any and all rights under said contract.

Keith Runtz
Keith Runtz

Subscribed and sworn to before me this 17 day of January, 2002



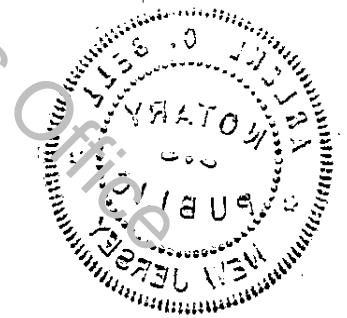
Arlene C. Bell

ARLENE C. BELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 3, 2003

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
MAIL TO:
MICHAEL T. O'CONNOR
FUCHS & ROSELLI, L.L.P.
440 W. RANDOLPH
SUITE 500
CHICAGO, ILLINOIS 60606

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Property of Cook County Clerk's Office



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20094116

LEGAL DESCRIPTION

UNIT 1807 IN THE ROSCOE VILLAGE TOWNHOME CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN BLOCK 1 IN GROSS PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCKS 39 AND 50 IN OGDEN JONES AND OTHERS SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88577292 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

P.I.N.: 14-19-420-036-1004

ADDRESS: 1807 West Roscoe Street, Chicago, Illinois

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TO: OWNER OF RECORDS SELLER DATE: 1/1/02

I/We offer to purchase the property known as 1807 W. ROSCOE, CHICAGO, IL, 60657

- including parking space number N/A (check applicable) limited common element assigned
- FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or enumerate applicable items)
 - TV, Antenna
 - Washer
 - Refrigerator
 - Dryer
 - Oven/Range
 - Sump pump
 - Microwave
 - Water softener (if not rental)
 - Dishwasher
 - Wall to wall carpeting, if any
 - Carriage disposal
 - Built-in or attached shelving
 - Trash compactor
 - Smoke and carbon monoxide detectors
 - Window shades, attached shutters, draperies & curtains, hardware & other window treatments
 - Security system (if not leased)
 - Central air conditioner
 - Window air conditioner
 - Electronic air filter
 - Central humidifier
 - Ceiling fan
 - Outdoor Shed
 - All planted vegetation
 - Electronic storage door(s) with remote unit(s)
 - Fireplaces screens and equipment
 - Fireplace gas log
 - Firewood
 - Existing storms & screens
 - Radiator covers

Other items included: \$330,000

Items excluded:

1. Purchase Price \$330,000
2. Initial earnest money \$1,000 in the form of A PERSONAL CHECK shall be held in trust by RUBLOFF RESIDENTIAL (Escrow) to be increased to 5% of purchase price within 7 days after closing.

Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before FEBRUARY 1, 2002. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by RUBLOFF RESIDENTIAL as escrowee. For the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):

- (a) Cash, Cashier's check, Certified Check or any combination thereof.
- (b) Assumption of Existing Mortgage (See Rider 1 if applicable).
- (c) 21 30 DAYS FROM ACCEPTANCE (Date) a written commitment for a fixed rate mortgage or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for 30 years, payable per month (or initial interest rate if an adjustable rate mortgage) not to exceed 7.10 % per annum, amortized over 30 years, payable per month, loan fee not to exceed 0 %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due on or before N/A years. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Such commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser.
- (d) If a FHA or VA mortgage is to be obtained, Rider 10 is hereby attached to this contract.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of all homestead rights (or other appropriate deed if title is in trust or in an estate), and Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and licenses; special governmental taxes or assessments for improvements not yet completed; unclaimed special governmental taxes or assessments; general real estate taxes for the year 2000 and subsequent years; the mortgage or trust deed referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable. Seller represents that the 2000 general real estate taxes are \$3,000. General real estate taxes shall be prorated at 110 % of the most recent ascertainable tax bill at closing.

5. Seller represents that as of the date of acceptance hereof the regular monthly assessment pertaining to this unit is \$125. A special assessment has not (strike one) been levied. The original amount of the special assessment pertaining to this unit was \$60 and the remaining amount due at closing will be \$60 and shall not (strike one) be assumed by the Purchaser as of the closing date. Seller shall furnish Purchaser a statement from the proper condominium representative certifying that Seller is current in payment of assessment, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the Declaration of Condominium or bylaws thereof, and the transfer of ownership. Additionally, the Seller shall deliver to Purchaser the Condominium Declaration including all amendments and bylaws thereof, rules and regulations, and the prior and current years' operating budgets within 30 days of acceptance hereof. Seller agrees to pay any applicable processing/moveout/transferring fees as required by the Condominium Association and Purchaser agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this contract shall be null and void and the earnest money returned to Purchaser, but the Seller shall pay the commission pursuant to paragraph 9 below.

6. Closing or escrow payout shall be on or before FEBRUARY 1, 2002 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at CHICAGO TRUST.

7. Seller agrees to surrender possession of said Premises on or before CLOSING, provided this has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$300 per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter than the provisions of paragraph 2 on the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

8. Premises are/are not (strike one) subject to the Residential Real Property Disclosure Act. Purchaser has/has not (strike one) received the Residential Real Property Disclosure Report.

9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any other compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to (licensee) acting as a Dual Agent in providing brokerage services on their behalf as specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Seller(s) Initials _____ Purchaser(s) Initials _____ 2 business days (KR)

11. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker compensation and dates, mutually acceptable to the parties. If within 2 business days after acceptance of the Contract it becomes evident agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either Party within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

12. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the condition of the property by the Purchaser or Purchaser's agent at Purchaser's expense, within 10 days from the time of acceptance of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF: RIDERS 6 & 11-9

PURCHASER KATHA RUMITZ ADDRESS 5205 N. MARMOA AVE.
From Name (Print Name) (Social Security #) (City) (State) (Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER
This _____ day of _____, I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

SELLER _____ ADDRESS _____
From Name (Print Name) (Social Security #) (City) (State) (Zip Code)

SELLER _____ ADDRESS _____
From Name (Print Name) (Social Security #) (City) (State) (Zip Code)

FOR INFORMATIONAL PURPOSES:
Listing Office _____ Address _____
Seller's Designated Agent Name _____ Phone _____
Cooperating Office _____ Address _____
Buyer's Designated Agent Name _____ Phone _____

01110003

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Copy of

1/11/02 Signed contract

-original sent to Claudia

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1. Rent, interest on existing mortgage if any, taxes and other charges shall be prorated to date of closing of property basis in accordance with available tax bill is on vacant land, parties hereto agree to report same when bill on improved property is available. Security deposit, if any, shall be paid to Purchaser at closing.

2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, if the Premises is in Torrens, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles (if applicable); and (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

6. Seller represents that the following items are a common element, being the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.

7. If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.

8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.

9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure in any new property.

10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.

11. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form, if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.

12. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

14. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.

15. 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, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.

16. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.

17. Seller shall remove from Premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

18. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

19. Time is of the essence of this contract.

20. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

21. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

22. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 on the front of this Contract a sum equal to 2% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the use and occupancy in paragraph 7 on the front of this Contract, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser. If either Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

23. Purchaser agrees to produce a pre-approval letter within 5 business days of acceptance. (KR)

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ACCEPTANCE ADDENDUM

Addendum to Purchase Contract dated 1-9-02 on property located at 1807 W. [unclear]
[unclear] between _____ (Buyers) and National Equity, Inc. (Sellers).

This offer, verbally accepted on _____ is hereby accepted in writing on 1-11-02, subject to the following:

- Subject to completion of the acquisition of the property by National Equity, Inc. from [unclear]
- Subject to terms of attached, signed Inspection Addendum.
- Subject to the terms of the attached, signed Inspection Disclosure Addendum.
- Subject to the terms of the attached, signed Radon Disclosure Addendum.
- Subject to the terms of the attached, signed Lead-Based Paint Hazards Addendum.
- Subject to the terms of the attached, signed Loan Assumption Addendum.
- Subject to title commitment and title policy being ordered from Titelity Resolution
- Subject to closing being handled by _____ at _____
- Subject to _____

Buyers understand that Seller is a relocation management company and has never physically occupied the property; therefore, Buyer should satisfy themselves as to the condition of the property prior to closing. Seller makes no representations or guarantees, expressed or implied, as to the condition of the property.

National Equity, Inc. (Sellers)

By: [Signature]

Date: 1-11-02

Buyers Acceptance:

[Signature]

Date: 1/12/02

Date: _____

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INSPECTION ADDENDUM TO PURCHASE CONTRACT

20094116

The undersigned parties to a Purchase Contract dated 1/11/02 on the property known as 1807 W. ROSCOE hereby mutually agree to the following:

The property being sold is not new, and Buyer hereby acknowledges that there has been no representation by the Seller or Seller's agent regarding the condition of the premises, or of any of the appliances that may be contained therein. Buyer is hereby informed that Seller is unaware of any latent defects in the property, or any component thereof, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures and appliances, roof, sewers, soil conditions, foundations, structural conditions and pool and related equipment, if applicable, unless otherwise mentioned in this contract. Buyer is also informed that Seller has no knowledge of the level of radon gas present in the Home, unless otherwise mentioned in this contract.

Buyer is hereby granted the right to inspect the premises, or to obtain inspection reports of qualified experts at his/her own expense.

Should such reports reveal a level of radon gas exceeding the current recommended E.P.A. standard or latent defects not discoverable by ordinary inspection, requested repairs, if any, must be submitted in writing to Seller's agent, not later than ten (10) working days after the offer is accepted. Seller shall promptly review such requests and shall advise Buyer of the repairs, if any, that Seller agrees to make, or the costs, if any, to be credited Buyer at closing.

In lieu of making such repairs, or partial repairs, Seller reserves the right to cancel this Purchase Contract, and upon return of the down-payment, neither party shall have any further liability to the other.

If the Buyer has not made an examination of the property and submitted a report of any objections in writing to the Seller's agent within ten (10) working days after offer is accepted, Buyer is deemed to have waived the right to so object, and is deemed to have accepted the condition of the property as satisfactory. Seller and his agent are then relieved of all liability after closing.

Notwithstanding the foregoing, the closing of this sale shall constitute an acknowledgment by the Buyer that the premises and aforesaid systems were acceptable at the time the sale was closed and the terms and conditions of this contract shall not survive the execution of the Warranty Deed and the closing in connection herewith.

Property will be dewatered prior to closing and plumbing restored to working condition.

IN NO EVENT IS POSSESSION TO BE GIVEN PRIOR TO CLOSING

~~* Buyer Waives Inspection Appraisal~~ *KK*

Buyer: *Kentley*

Date: 1/12/02

Buyer: _____

Date: _____

National Equity, Inc. (Sellers)

By: *Patricia Jones*

Date: 1-11-02

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DISCLOSURE REPORT

20094116

NOTICE: 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: 1807 W. BOSCOE
City, State & Zip Code: CHICAGO IL 60617
Seller's Name: TOM CULING

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 11/25 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", (correct), "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.

- | YBS | 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 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 defects 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 ventilation 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.

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: T. Culing Date: 11/25/01
Seller: _____ Date: _____

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: B. Keating Date: 11/25/01 Time: 3:30 PM
Prospective Buyer: _____ Date: _____ Time: _____



UNOFFICIAL COPY



RIDER 6 FAX RIDER

20094116

This Rider is made a part of and incorporated into that certain Real Estate Contract dated 1/3/02 19 , for the sale of the property commonly known as 1807 W. ROSCOE, CHICAGO, Illinois, entered into by OWNER OF RECORD (Seller) and KEITH RUNTZ (Purchaser).

The purpose of the RIDER shall be to permit the use of a facsimile machine (fax) in the negotiating of the contract for real estate described above to which this RIDER has been attached and made a part thereof. The parties agree to such use in the interest of expediency.

Therefore, the undersigned parties agree as follows:

1. For purposes of negotiating and finalizing this contract, any SIGNED document (including this RIDER) transmitted by FAX machine shall be treated in all manner and respects as an ORIGINAL document.
2. The signature of any party of any document transmitted by FAX machine shall be considered for these purposes as an ORIGINAL signature.
3. Any such FAX document shall be considered to have the same binding legal effect as an ORIGINAL document.
4. At the request of either party any FAX document subject to this RIDER shall be re-executed by both parties in an ORIGINAL form.
5. No party shall raise the use of a FAX machine as a defense to this Contract and shall forever waive such defense.

X Keith Runtz X 01/03/02
Purchaser Date

Seller Date

Purchaser Date

Seller Date

