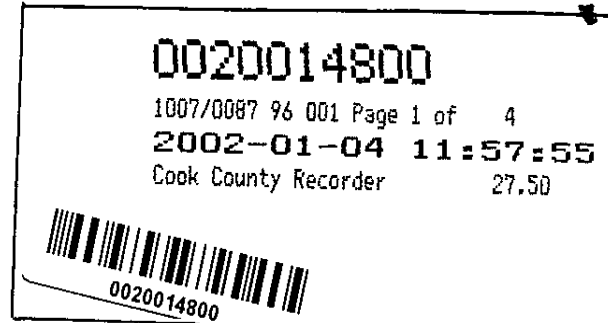


# UNOFFICIAL COPY

RELEASE OF ESTATE'S INTEREST IN REAL ESTATE  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
County Department, Probate Division

ESTATE OF BARBARA A. BRACH NO. 98 P4538  
Docket 053  
Page 190

Deceased



Decedent, Barbara A. Brach, 502 S. Crestwood, Mount Prospect Cook ILL,  
(name and address at death)

who died on March 26, 1998, owned the following described real estate at the time of death:  
(insert legal description. If decedent has a partial interest, state the extent of the interest).

Please see attached Exhibit A

The real estate is commonly known as 502 S. Crestwood, Mount Prospect, IL Cook County.

The undersigned was appointed independent representative of decedent's estate on May 21, 1998 by the Circuit Court of Cook County, County Department, Probate Division (Case No. 98 P 4538, Docket 053, Page 190) and is acting as independent representative on the date of this instrument.

Title to the real estate passed at decedent's death to the following heirs or legatees.

<u>NAME</u>	<u>ADDRESS</u>	<u>SHARE</u>
Terry Rohan as Testamentary Trustee	401 N. Elm St. Mt. Prospect, IL	100%

Acting pursuant to 28-8 (1) and 28-10 (a) of the Illinois Probate Act of 1992, the undersigned releases the estate's interest in the real estate and confirms the title of the above heirs or legatees.

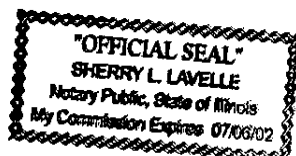
Dated: 7/30/01

Terry Rohan  
Terry Rohan as  
TERRY ROHAN  
(print names)  
Independent Representative

This instrument was prepared by Lawrence H. Leavitt of 79 West Monroe, Suite 912, Chicago, IL

Mail to: Lawrence H. Leavitt  
79 West Monroe, Suite 912  
Chicago, IL 60603  
State of Illinois  
County of Cook

The foregoing instrument was acknowledged before me on July 30, 2001  
by Sherry Lavelle



Sherry Lavelle  
Notary Public

EXHIBIT A

IN COLONIAL HEIGHTS 8<sup>TH</sup> ADDITION OF PART OF LOTS TWO (2) AND SEVEN (7) IN OWNER'S DIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER (1/4) (EXCEPT THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) THEREOF) OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID COLONIAL HEIGHTS 8<sup>TH</sup> ADDITION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 24, 1964, AS DOCUMENT NUMBER 2141384.

Bin #08-10-413-011  
Property of Cook County Clerk's Office

- (D) Each R. LEAVITT CONSTRUCTION home site is graded in accordance with City and/or County approved specifications designed to provide proper drainage and/or water retention. Any wall walks, driveway, foundation or floor cracks, floor heaving, floor dropping, or flooding resulting from homeowner changes in the lot grade or ground absorption capabilities are excluded from this warranty. Severe problems can occur if water penetrates under the bottom of the concrete footings. When landscaping, Be sure to provide sufficient drainage away from the house to avoid over saturation of the ground.
- (E) Some items in every home are easily damaged, especially during the move-in period. Because of this items listed under "Walk-through Inspection" in the preceding section must be noted on the inspection form. Items not noted are not covered.
- (F) Countertops of plastic laminate or tile are subject to severe damage if exposed to extreme heat in excess of 250 degrees. Always use a hot pad. SPECIAL NOTE; DO NOT USE ABRASIVE CLEANING PRODUCTS ON PLASTIC LAMINATED TOPS, OR MARBLE TOPS OR TUBS.
- (G) Concrete walks, patios, interior walls, interior floors and concrete or asphalt driveways can develop cracks due to expansion, contraction and settling. It is impossible to avoid all cracking or settling therefore, replacement and repair of concrete or asphalt will be done only when deemed necessary by R. LEAVITT CONSTRUCTION.
- (H) Plumbing drains are tested for proper operation during the walk-through inspection. Any drain stoppages or jammed disposal must be reported within 48 hours of the walk-through inspection. After 48 hours such problems are the responsibility of the homeowner.
- (I) Hairline drywall and masonry cracks are a normal occurrence due to settling and other conditions. Serious drywall cracks will be repaired by R. LEAVITT CONSTRUCTION during the warranty period. Due to the fact that paint changes color as it seasons, we cannot guarantee a perfect color match in the areas where paint touch-up after repairs is necessary. This same trait is characteristic of tile and grout, and, should tile replacement become necessary, we cannot guarantee a color match between old and new tile or grouting.
- (J) Painted interior walls are not "scrub proof". Scrubbing or harsh cleaners will remove paint. R. LEAVITT CONSTRUCTION will re-paint only when paint problems are the result of improper application or faulty materials. Paint repairs are subject to original punch list items only or dry wall repair. Items found after punch list are NOT subject to touch up.
- (K) Landscaping warranties, if any, shall be as furnished by the respective subcontractor directly to the Purchaser (See Landscaping above).
- (L) Brickwork: Non-uniformity of appearance of antique brick type or cleaning of rock face brick is to be expected. Brick may discolor due to the elements, rain, run-off, weathering, or its innate materials, therefore, color, hardness and porosity of masonry and mortar is non-warrantable. Cracks may develop in mortar used for bonding bricks together due to shrinkage in either the mortar or the brick. This is a normal condition.
- (M) All repairs will be made during normal field working hours. It is the homeowner's responsibility to keep all appointments.
- (N) R. LEAVITT CONSTRUCTION Warranty/Service Policy is not transferable. It automatically terminates if the original owner sells or ceases to occupy the property.
- (O) Any language to the contrary set forth in this Warranty notwithstanding, R. LEAVITT CONSTRUCTION, INC. hereby specifically disclaims the following warranties:
- (i) ALL WARRANTIES, EXPRESS OR IMPLIED, ON TANGIBLE PERSONAL PROPERTY WHICH IS INCLUDED AS PART OF THIS SALE, WHETHER IT HAS BEEN OR IS TO BE ATTACHED TO OR INSTALLED IN OR UPON THE SUBJECT PROPERTY. THIS DISCLAIMER, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE CONSTRUED

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TO IN ANY WAY AFFECT OR ELIMINATE ANY WARRANTIES PROVIDED BY THE MANUFACTURERS OF SUCH TANGIBLE PERSONAL PROPERTY.

- (ii) ALL WARRANTIES OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, HABITABILITY OR WORKMANSHIP WHICH EXCEED THE OBLIGATIONS FOUND IN THIS INFORMATION DATA OR THE PURCHASE CONTRACT.
- (P) Service Request: All requests for service, except for emergencies, MUST BE IN WRITING. Such requests should be addressed as follows:

**R. LEAVITT CONSTRUCTION, INC.**  
 20952 Middleton Drive  
 Kildeer, Illinois 60047  
 (847) 438-6261

Service requests may not be given directly to field personnel. Service requests will be processed on a "first-come, first-served" basis, however, every effort will be made to complete non-emergency repairs within 30 days of receipt of the request.

- (Q) Emergency Service (any service call by R. LEAVITT CONSTRUCTION or its subcontractors or suppliers during other than normal working hours, on weekends or on legal holidays is only available on work originally performed by R. LEAVITT CONSTRUCTION, under the Warranty, for the following items:

Complete power outage; plumbing leaks in wall, or complete sewer back-ups; central heating or air conditioning failure (in certain circumstances). Prior to requesting Emergency Service, please be certain the problem cannot be corrected by you. If an emergency call is made and found to have been unnecessary, the homeowner will be charged the prevailing rates for such a call.

- (R) All hardwood flooring oak, pine, etc. Is subject to expansion, contraction as well as movement during change of seasons slight adjustments in systems is a normal process and will consistently settle back to original condition. Cracks will be repaired when deemed necessary by R. LEAVITT CONSTRUCTION.
- (S) Any alterations and or structural changes in the building and or mechanical systems will void the warranty, in the judgment of R. LEAVITT CONSTRUCTION.
- (T) Drywall nail pops and hairline cracks are a common occurrence and arise during weather changes and consistent drying of the home. We, R. LEAVITT CONSTRUCTION, will not cover any nail pops or hairline cracks.
- (U) Items that R. LEAVITT CONSTRUCTION attend to and find out to be not the responsibility of the company, are to be billed at prevailing rates.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**SELLER:**  
  
**R. LEAVITT CONSTRUCTION, INC.**

**PURCHASER:**  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Its President