

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

JOSEPH PELLEGRINO, d/b/a )  
PELLAJACK )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
LEOLA EDWARDS, )  
 )  
Defendant. )



0020587770

No. 01-CH-21806

LIS PENDENS NOTICE

Real Property commonly known as, 2438 W. 63<sup>rd</sup> Street, Chicago, Illinois, legally described as follows:

Lot 18 in Block 7 in Cobe and McKinnons 63<sup>rd</sup> Street Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

*PIN 19-13-430-032-0000*

is subject to notice of lis pendens recorded \_\_\_\_\_ in the official records of Cook County, Illinois at \_\_\_\_\_ which refers to an action now pending in Cook County cause No. 01-CH-21806. Purchaser will take title to property subject to the notice of lis pendens in the action referred to herein.

Dated: 5/23/02

By:

*[Handwritten Signature]*

POOL, LEIGH & FABRICIUS, Attorneys for  
Plaintiff, JOSEPH PELLEGRINO, d/b/a  
PELLAJACK

Raymond P. Fabricius  
POOL, LEIGH & FABRICIUS  
Central Life Building  
628 Columbus Street  
Suite 208  
Ottawa, Illinois 61350  
815-434-0097

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6. That pursuant to the above-mentioned contract, the defendant was to provide a title commitment for an owner's title insurance policy for the above-mentioned property.

7. That pursuant to the above-mentioned Exhibit A, the closing date for the completion of the transaction for the above-mentioned property was to take place on or before July 14, 2001.

8. That the above-mentioned title commitment was to be provided no less than five (5) days prior to the date of closing.

9. That the defendant in breach of the above-mentioned Exhibit A, failed to timely provide the title commitment as required by the above-mentioned Exhibit A.

10. That pursuant to the above-mentioned Exhibit A, the defendant was to provide the buyer, a current spotted survey.

11. That the defendant breached the above-mentioned Exhibit A by failing to provide the Plaintiff with a survey as required by said Exhibit A.

12. That the Plaintiff reliance on the above-mentioned Exhibit A, proceeded to make certain improvements to the real estate at issue herein. Specifically, the Plaintiff had windows installed, had brick work tuck-pointed and had certain interior dry-wall replaced.

13. That the Plaintiff expended in excess of \$20,000.00 in materials and labor for the above-mentioned repairs and improvement.

14. That on information and belief, the defendant refuses to proceed with the transaction herein, and further refuses to reimburse Plaintiff for the above-mentioned repairs and improvements.

**WHEREFORE**, the Plaintiff, **JOSEPH PELLEGRINO**, prays for judgment in his favor and against the defendant, **LEOLA EDWARDS**, in the amount of \$20,000.00 and for court cost.

**COUNT II****SPECIFIC PERFORMANCE**

**NOW COMES** the Plaintiff, **JOSEPH PELLEGRINO**, d/b/a, **PELLAJACK**, by and through his attorneys, **POOL, LEIGH & FABRICIUS**, and for Count II of his complaint herein, alleges and states as follows:

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1. That for all times relevant herein, the Plaintiff, **JOSEPH PELLEGRINO**, has been doing business located in the City of Chicago, County of Cook, State of Illinois.

2. That for all relevant times herein, the defendant, **LEOLA EDWARDS** has been a resident of the County of Cook, State of Illinois.

3. That on or about May 23, 2001, the parties hereto entered into a written contract for the sale of certain real estate, commonly known as 2438 W. 63<sup>rd</sup> Street, Chicago, Illinois. See contract, a copy of which is attached hereto and made a part hereof.

4. That pursuant to the above-mentioned Exhibit A, the defendant agreed to sell and the Plaintiff agreed to purchase the above-mentioned real estate for the sum of \$88,000.00.

5. That on or about May 24, 2001, the Plaintiff placed into escrow the amount of \$2,000.00 as earnest money.

6. That pursuant to the above-mentioned Exhibit A, the defendant was to provide a title commitment for an owner's title insurance policy for the above-mentioned property.

7. That pursuant to the above-mentioned Exhibit A, the closing date for the completion of the transaction for the above-mentioned property was to take place on or before July 14, 2001.

8. That the above-mentioned title commitment was to be provided no less than five (5) days prior to the date of closing.

9. That the defendant in breach of the above-mentioned Exhibit A, failed to timely provide the title commitment as required by the above-mentioned Exhibit A.

10. That pursuant to the above-mentioned Exhibit A, the defendant was to provide the buyer, a current spotted survey.

11. That the defendant breached the above-mentioned Exhibit A by failing to provide the Plaintiff with a survey as required by the said Exhibit A.

12. That the Plaintiff reliance on the above-mentioned contract, proceeded to make certain improvements to the real estate at issue herein. Specifically, the Plaintiff had windows installed, had brick work tuck-pointed and had certain interior dry-wall replaced.

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13. That the Plaintiff expended in excess of \$20,000.00 in materials and labor for the above-mentioned repairs and improvement.

14. That on information and belief, the defendant refuses to proceed with the transaction herein, and further refuses to reimburse Plaintiff for the above-mentioned repairs and improvements.

**WHEREFORE**, the Plaintiff, **JOSEPH PELLEGRINO, d/b/a, PELLAJACK**, prays that this Honorable Court provide equitable relief compelling the defendant, **LEOLA EDWARDS**, to convey the above described real estate to said Plaintiff pursuant to the terms of Exhibit A herein.

**JOSEPH PELLIERINO, d/b/a  
PELLAJACK, Plaintiff**

By: \_\_\_\_\_

**POOL, LEIGH & FABRICIUS, Attorneys for  
Plaintiff, JOSEPH PELLEGRINO, d/b/a  
PELLAJACK**

Raymond P. Fabricius  
POOL, LEIGH & FABRICIUS  
Central Life Building  
628 Columbus Street  
Suite 208  
Ottawa, Illinois 61350  
815-434-0097  
Atty No. 36398

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FROM : CENTURY 21 ZUBRICKI REALTY FAX NO. : 773 735-9873 May 22 2001 04:15PM P2  
MAY 18 '01 16:35 FROM:RS/MAX HOME CENTER 1732849853 1-457 P 02/01 F-021  
FROM : CENTURY 21 ZUBRICKI REALTY FAX NO. : 773 735-9873 May 17 2001 22:48PM P3



REAL ESTATE CONTRACT  
FORM APPROVED BY THE SOUTHWEST REAL ASSOCIATION AND  
FORM APPROVED BY THE SOUTHWESTERN ASSOCIATION OF REALTORS



SELLER: J. H. Holder  
ADDRESS: Little Holder  
BUYER: Joseph (City) Pellegrino and wife, Joseph (STATE) (ZIP)  
ADDRESS: Chicago Ill. (CITY) (STATE) (ZIP)

- SINGLE FAMILY
- MULTI-FAMILY
- TOWNHOUSE
- CONDOMINIUM
- VACANT LOT (Check One)

BUYER HEREBY AGREES TO PURCHASE AND SELLER AGREES TO SELL THE FOLLOWING DESCRIBED REAL ESTATE, ON THE TERMS AND CONDITIONS HEREIN SET FORTH.  
DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permitting to search records at any time hereafter)

STREET ADDRESS: 2438 W 63rd (CITY) (STATE) (ZIP)  
LOT SIZE: APPROXIMATELY On Easement SQ. FT.

IMPROVED WITH: Multi Units  
together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a bill of sale at time of delivery of deed including heating, plumbing, electrical lighting fixtures, window shades, etc. in good and working order, if any; drapery rods, curtain rods, if any; flooring, if any; attached or detached garage, if any; attached double garage, if any; water, central, if any; and other improvements, if any; all parties representing closing here, if any; attached garage door system and all related remote hand-held tools, if any; and appliances, if any. Long the following items of personal property now on the premises:

PRICE AND TERMS:  
PURCHASE PRICE: 90,000  
EARNEST MONEY DEPOSIT: 2,000  
in the form of cash, (personal check), (cashier's check) or (judgment note due) 2 days of account  
BALANCE DUE AT CLOSING: 88,000

FINANCING: CASH  
This Contract is contingent upon Buyer securing within \_\_\_\_\_ days of date hereof a written mortgage agreement on the real estate herein in the amount of \$ \_\_\_\_\_ or such lesser sum as Buyer elects, with interest not to exceed \_\_\_\_\_ % per year. Buyer shall file within \_\_\_\_\_ days of date hereof a written application for each loan with ten (10) days of completion of Contract, and shall promptly obtain the necessary loan information and documentation, and shall diligently attempt to obtain the same. In the event the Buyer is unable to secure such loan, Seller may, at his option, within an equal number of additional days, rescind this Contract and return to Buyer the earnest money deposit. If Seller elects to accept a written mortgage agreement upon the terms herein, in the event the Buyer shall not deliver within such loan commitment or funding period within the time allowed, then this Contract shall become null and void and all earnest money shall be returned to Buyer. Buyer shall be obligated to pay a mortgage of first deed placed of record prior to closing, but any delay caused thereby shall not constitute a default by the Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingency clause substantially provision is contained herein as part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or any other part thereof. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:  
This closing shall be on or before July 14, 2001 at the office of Buyer's lender, or Little Company

POSSESSION (Select one applicable option)  
 Seller shall deliver possession to the Buyer at closing. OR  
 Seller shall deliver possession to Buyer within \_\_\_\_\_ days from date of closing. Buyer agrees to pay Seller for use and occupancy the sum of \$ \_\_\_\_\_ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance

JA  
JA  
Seller to clean out basement & smoked apartment  
of all code violations & must be searched

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expenses during said period, and shall deliver possession of the real estate in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the \_\_\_\_\_ day after closing, the sum of \$\_\_\_\_\_ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession. Seller further agrees to reimburse Buyer for all reasonable attorneys' fees and court costs Buyer may incur in the enforcement of his rights pursuant to this provision.

Seller shall deposit the sum of \$\_\_\_\_\_ in escrow with \_\_\_\_\_, as Escrowee, at the time of closing, and any monies due 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 Escrowee. Escrow 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 (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) 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 Seller 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 agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

**DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**

Seller shall convey or cause 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 materially 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 lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall 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 as of the date 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 assessments; (g) prepaid service contracts. Prorations of general taxes shall be on the basis of 105% of the last ascertainable bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information 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 6 months prior to the closing date) under certification by an Illinois licensed 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 encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, these encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense.

**COMMISSION:**

Real estate broker's commission 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. Seller'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 faith modification (which may include additional terms) by the attorneys for the parties within three (3) 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 revisions. **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 CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE 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.

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**UNOFFICIAL COPY****PROPERTY INSPECTION CONTINGENCY: (Select one 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 **ONLY** the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. **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, \$500.00 to remedy shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. 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 thereafter, 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 neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice, Buyer shall within two (2) business days thereafter notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest 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 ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.**

**WELL AND SEPTIC TEST: (Select one applicable option)**

- The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision inapplicable),
- OR

- The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

**FLOOD PLAIN:**

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires the Buyer to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

**PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:**

The earnest money and this Contract shall be held by \_\_\_\_\_ (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER.** Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

**TERMITE INSPECTION:**

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

**GENERAL CONDITIONS AND STIPULATIONS:**

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.

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FROM : CENTURY 21 ZUBRICKI REALTY

FAX NO. : 773 735-9873

May 22 2001 04:17PM P5

- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.
- (f) This Contract is subject to the provisions of Public Act 89-111 known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part of this Contract. The Seller represents that the information contained in the disclosure document is accurate as of the contract date.
- (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (h) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.
- (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.
- (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (k) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

This Contract and Riders numbered \_\_\_\_\_, RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER(S): J. Bell

BUYER(S): \_\_\_\_\_

Date of Offer: \_\_\_\_\_

SELLER(S): Leola Edwards

SELLER(S): \_\_\_\_\_

Date of Acceptance: 5-23-01

(This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

**IDENTITY OF BROKERS AND ATTORNEYS**  
(Please complete when executing the Contract)

BUYER'S BROKER: Century 21 Zubricki  
(Company)

Telephone: (773) 735-1306

Fax: (773) 235-9873

(Designated) or (Dual Agent): (Select one)

Shirley Taylor  
(Agent's Name)

BUYER'S ATTORNEY: Ray Fabre

Telephone: (815) 434-0097

Fax: (815) 434-0270

SELLER'S BROKER: Re/Max HomeCenter  
(Company)

Telephone: 773 735-6000

Fax: 773 284-3850

(Designated) or (Dual Agent): (Select one)

Blanca O. Anderson  
(Agent's Name)

SELLER'S ATTORNEY: Ray Cross

Telephone: 312-609-1010

Fax: 312-346-0215 FAA

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James Derico 2602