457 1 001 08 001 Page 1 of 12 **200**2-**0**6-20 13:47:36

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made by and between Stan Yuk Lau and Brenda Cheung (joint tenants) of 2453 South Archer Avenue, #2C. Chicago, IL 60616 ("Buyer") and Prairie Place Limited Partnership, an Illinois limited partnership, of 455 R. Illinois Street, Suite 565, Chicago, Illinois 60611 ("Seller").

- 1. Ownership. Seller shall sell to Buyer and Buyer shall purchase from Seller the premises consisting of Unit No. <u>J-81</u> located in <u>Building F. Type JACKSON</u> (the "Premises") located at <u>1461-F South Prairie Avenue, Chicago, Illinois, 60605</u> together with its undivided percentage interest in the Common Blements of the Parcel and improvements thereon (collectively, the "Property"), which percentage is set forth in the Declaration of Condominium for Prairie Place Condominium (the "Declaration").
- 2. Description of Real Estate. All condominium units at Prairie Place Condominium (the "Condominium") are located on a portion (the "Parcel") of the real estate described on the attached Exhibit A.
- 3. Personal Property. The items of personal property listed on Exhibit B attached hereto are included in the purchase price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill of Sale.
- 4. Price and Terms. The total Purchase Price shall be \$805,900.00, plus the total of any amendment amounts. Buyer has paid 10% of the Purchase Price with the execution of this Contract (the "Karnest Money"). The Rarnest Money shall be held in a segregated earnest money account (the "Account") used exclusively for holding earnest money deposits, for the mutual benefit of the parties. At the cosing of the transaction contemplated by this Contract (the "Closing" see paragraph 7, below) Buyer shall pay the balance of the Purchase Price, plus or minus profations, on the Closing Date (as defined below) by certified or cashier's check. Buyer shall receive a credit on the Closing Date for interest paid on the Earnest Money while deposited in the Account as required by the Act (as defined below).
- 5. Mortgage Contingency. (2) This Contract is contingent upon Buyer's ability to procure on or before October 2, 2000 a mortgage commitment for \$644.02.00 at a fixed or adjustable interest rate not to exceed prevailing rates, to be amortized over 30 years, with the original service charge not to exceed 3%. Buyer shall pay the lender's customary application fee, service charge and all of the lender's customary credit, appraisal, mortgage insurance and closing costs.
- (b) Buyer hereby represents and warrants to Seller that Buyer is purchasing the Premises for Buyer's personal residence, to be occupied by Buyer upon closing hereurder. Buyer agrees to promptly apply for such mortgage loan, furnish all necessary information and execute all necessary document: including any application and any and all documents necessary for the completion of an application for a first morcgage on the Premises, in the form required by the lender, together with all instruments reasonably required to complete and make the loan fully merchantable in all respects. If requested to do so by Seller, Buyer agrees to apply to a lender designated by Seller promptly after the execution hereof. If, after making every seller, Buyer agrees to apply to a lender designated by Seller promptly after the execution hereof. If, after making every within that time, this Contract shall be null and will and the Barnest Money and all accrued interest on the Barnest Money attributable to the Base Purchase Price shall be returned to Buyer, provided, however, that Seller shall retain from mones attributable to the Base Purchase Price shall be returned to Buyer, provided, however, that Seller shall retain from mones for installed by Seller or for which Seller shall become obligated to pay prior to termination of this Contract. Not withstanding the foregoing, if Seller, at its option, within sixty (60) days following Buyer's notice, procures for Buyer such a commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. Buyer agrees to cooperate with Seller or such lender or lenders designated by Seller in the Buyer first applied.
- 6. Broker. Buyer warrants that no brokers, salespersons or any other parties other than MCL Realty Corporation and Realty Network were instrumental in submitting, showing or selling the Premises to Buyer. Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost, damage or liability resulting from a claim by any other broker or finder for a right to a commission, referral fee or finder's fee for showing or introducing buyer to the Premises.
- 7. Closing Date and Title Insurance. (a) The Closing Date is estimated to 7: March 1. 2001. Motwithstanding such estimated Closing Date, the actual Closing Date shall be selected by Seller upon not less than tourteen (14) days prior notice to Buyer; provided, however, that the Closing Date shall not be set earlier than thirty-five (35) days from the Acceptance Date. In the event the sale does not close on or before June 29, 2001 through no fault of Buyer upon written notice to Seller Date. In the event the sale does not close on or before June 29, 2001 through no fault of Buyer upon written notice to Seller Date. In the event the sale does not close on or before June 29, 2001 through no fault of Buyer upon written notice to Seller Date. Buyer may terminate the Contract and receive a refund of Buyer's Rarnest Money and or accrued interest thereon Late Notice, Buyer may terminate the Contract and receive a refund of Buyer's Rarnest Money and acknowledges that selections and all monies baid by Buyer pursuant to paragraph 15 as Buyer's sole remedy. Buyer accepts and acknowledges that selections made under Paragraph ?iften [15] below will impact the actual Closing Date. This transaction shall be closed and the payment and under Paragraph ?iften [15] below will impact the actual Closing Date. This transaction shall be established with a of the balance of the Purchase Price and delivery of deed shall be made through an escrow (the "Escrow") established with a provisions of the usual form deed and money escrow then in use by the Racroweem of the usual form deed and money escrow then in use by the Racroweem of the Purchase Price, selection (the "Title Insurance") with extended coverage over all general exceptions in the full amount of the Purchase Price, selection (the "Title Insurance") with extended coverage over all general exceptions in the full amount of the Purchase Price, selection (the "Title Insurance") the Notice of the Owner's Title Insurance Policy, State and County transfer stamps. Buyer shall pay all charg
- (b) In the event that within 90 days subsequent to Closing either party shall determine that the Closing Statement or any other document relating to the Closing contains errors or omissions which result in Buyer: (1) obtaining the Unit for a sum less than the amount that Buyer would have paid if no such errors or omissions were present ("Deficiency"): or (2) obtaining the Unit for a sum more than Buyer would have paid if no such errors or omissions were present ("Overage"); then, upon written notice thereof from the other party, Buyer shall pay to Seller the Deficiency, or Seller shall pay to Buyer the overage, as the case may be within five (5) days.
- 8. Title and Conveyance. (a) Buyer agrees that Buyer personally assumes the obligations appurtenant to Buyer's Unit under the Declaration providing for the maintenance and upkeep of the Condominium from and after the Closing Date.

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- (b) At Closing, Seller shall cause to be conveyed to Buyer by Special Warranty Deed, title to the Premises, subject only to: (1) real estate taxes not yet due and payable; (2) zoning and building laws or ordinances; (3) all rights, easements, restrictions, conditions and reservations of record or contained in the Declaration and a reservation by Prairie Place Condominium Association (the "Association") to itself and its successors and assigns, for the benefit of all Unit Owners at the Condominium, of the rights and easements set forth in the Declaration; (4) Utility easements of record, provided the Premises does not encroach thereon; (5) provisions of the Condominium Property Act of Illinois (the "Act"); and (6) such other matters as to which the Title Insurer commits to insure Buyer against loss or damage.
- (c) Real estate taxes and any other items customarily prorated are to be adjusted as of the Closing Date; provided, however, that Seller shall pay all real estate taxes for the year preceding the year of closing when due. Real estate taxes however, that Seller shall be prorated on the basis of the last ascertainable real estate tax bill. If the last ascertainable for subsequent years shall be prorated on the basis of the last ascertainable real estate tax bill is assessed against the Parcel or together with other Parcels, the tax on the Premises shall be determined by tax bill is assessed against the parcel or together with other parcels, the tax on the Premises shall be determined by tax bill by a fraction, the numerator of which is the number of square feet in the Parcel and the denominator multiplying the tax bill by a fraction, the numerator of which is the number of square feet in the Parcel and the denominator of which is the total square feet of the tax parcel. The resulting amount shall be deemed the last ascertainable real estate tax bills are anticipated or available shall be paid into a segregated account "Seller's Tax Account") established by Seller for payment of real estate taxes when due on the Parcel. Seller shall be entitled to any net earnings of the escrow account with regard to real estate taxes when due on the Parcel. Seller shall also pay its share of real estate taxes for the Premises from the Closing Seller's share of the real estate taxes. Buyer shall also pay its share of real estate taxes for the Premises from the Closing are into a segregated account ("Buyers' Tax Account"), together with the shares of real estate taxes when due, the estate taxes for the other buyers. The Association shall be entitled to any earnings on the Buyers' Tax Account. To the estate taxes for the other buyers. The Association shall be entitled to any earnings on the Buyers' Tax Account. To the estate taxes for the other buyers. The Association on demand. All prorations at closing are final.
- 9. Defaults. A failure to appear at the time and place stated in the notice of Closing Date, a failure to furnish all requested credit information and sign customary papers relating to the application and securing of a mortgage commitment pursuant to Paragraph 5, or a tribure to enter into an escrow agreement or make the deposits required thereunder shall be a german to paragraph 5, or a tribure to enter into an escrow agreement or make the deposits required thereunder shall be a default. In the event that the closing shall not occur for any reason not attributable to fault of Seller other than Buyer's failure to obtain a loan commitment as provided in Paragraph 5, then Seller shall have the right to retain as liquidated damages all monies paid by Buyer as sarinest Money and monies paid by Buyer pursuant to paragraph 15 as Seller's sole and exclusive remedy. In the event Seller stall fail or be unable to deliver title to the Premises as herein provided on account exclusive remedy. In the event Seller stall fail or be unable to deliver title to the Premises as herein provided on account exclusive remedy in the event of all Buyer's funds as aforesaid shall be terminated and the Barnest Money shall be returned for the Buyer. Return of all Buyer's funds as aforesaid shall be Buyer's sole and exclusive remedy in the event of Seller stall hereunder. Notwithstanding her foregoing, in the event of a willful or intentional default by Seller, Buyer shall be entitled either to return of the Barnest Money and all monies paid by Buyer pursuant to paragraph 15 or alternatively to pursue an action for specific performance as itr exclusive remedies hereunder. In the event the Closing does not occur on the date selected by Seller pursuant to Section 7 no the actual date upon which the Closing occurs.
- 10. Construction. (a) Seller shall improve the Parce. with residential buildings including the Premises substantially in accordance with the plans and specifications for the Premises called in Seller's office, subject to change orders entered into by Buyer and Seller after the date hereof, if any, and any specifications attached hereto. Any model unit maintained by Seller may include nonstandard features and may not be relied upon as a local of what will be included in the Premises when completed. Seller reserves the right to substitute or change materials or transpares to those of similar color or similar or better quality or utility and to make changes in construction as may be required by material shortages, strikes, stoppages, labor difficulties, or such emergency situation as may, in Seller's reasonable uniquent, require the same. Seller also may make such changes in the plans for Units other than the Premises as Seller deems appropriate. Seller shall proceed diligently with changes in the plans for Units other than the Premises as Seller deems appropriate. Seller shall not in any manner be excused or construction work. Seller shall not be liable, and the obligation of Buy in hereunder shall not in any manner be excused or varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes varied, if construction is delayed or prevented by war, acts of God, riots, civil commotion, governmental regulation, strikes
- samples and on such forms as Seller shall make all color and material selections remitted for the property from among such samples and on such forms as Seller shall provide. If Buyer fails to make all or an port of such selections within ten (10) days from Seller's notice, Seller is hereby authorized to complete the Property as Seller may deem suitable or alternatively, Seller may terminate the Contract by written notice to terminate. In the event of such termination, the Barnest Money with accrued interest thereon and all monies paid by Buyer pursuant to Section 15 shall be refunded to Buyer. Buyer acknowledges and agrees that failure to make selections within such time will result in a delay of the date; set forth in Section 7 hereof. Buyer acknowledges that the Unit, if existing, will undergo continuous construction, especially carpentry work and certain options and upgrades may not be available due to the stage of construction.
- (c) When notified by Seller that the Premises is substantially completed, Buyer shall have the right to inspect the Premises with an authorized representative of Seller for the purpose of agreeing on a punch list of items not yet completed, which items shall be completed by Seller within 45 days of the Closing Date. Buyer's refusal to close under this Contract because of either Buyer's failure to conduct such inspection prior to the Closing Date or Buyer's refusal to close because all items on the punchlist are not completed prior to the Closing Date shall constitute a default by Buyer hereunder. The closing shall be scheduled upon substantial completion and no holdback shall be required for incomplete punchlist items. However, if Buyer's lender requests a holdback escrow for incomplete items, Seller shall, at its election, either delay the Closing to complete such items or agree to a holdback escrow. Buyer shall afford Seller reasonable access to the Premises after Closing to complete punchlist items and to do warranty work pursuant to Paragraph it hereof.

CT CIODING OF COLLEGE			
(d) The thermal insulation u	tilized in construction of	the Property shall be as follo Thickness of Insulation 3 1/2 in.	ows: R-Value
Prior Wood Walls	Fiberglass Batt	3 1/2 in.	K-11
Exterior Masonry Walls	with Poly-vapor Barrier	1 1/2 in. 6 1/2 in.	R-5 R-19
Interior Garage Ceiling	Fiberglass Batt	6 1/2 1n.	Y-13
Interior Garage Ceiling (Buildings A.G only) Exterior Ceiling	Fiberglass Batt	9 1/2 in.	R-30

⁽e) At all times prior to Closing and delivery of possession of the Premises to Buyer, Buyer may not enter the Premises or any portion unless Buyer is accompanied by an authorized representative of Seller during normal business hours. Any

or any portion thereof that A seller's Geria, constitute grounds for cancellation unauthorized entry upon the Premisor of this Contract by Seller

11. Warranty. Seller warrants the workmanship and material of the construction work in the Premises and the habitability of the Premises for a period of one (1) year from the date of tender of possession of the Premises, and the workmanship and the Premises for a period of one (1) year from the date of completion of the portion of the Common Rlements materials in the Common Rlements for a period of one (1) year from the date of completion of the portion of the Common Rlements waterials in the Common Rlements for a period of one (1) year from the date of completion of the portion of the Common Rlements waterials in the Comsumer products, if any, to be material. Seller shall also assume the obligations of the manufacturers' warranties covering consumer products, if any, to be material. Seller shall correct defective work in accordance with the terms of the Romeowner Limited Warranty Manual delivered to Buyer Seller shall correct defective work in accordance with the terms of the Romeowner Limited Warranty Manual delivered to Buyer Seller shall be enforceable only by Buyer and not by Buyer's grantees or other successors in interest. At closing, by Buyer and shall be enforceable only by Buyer and not by Buyer's grantees or other successors in interest. At closing, Seller shall deliver to Buyer all manufacturers' warranties, if any, covering the Consumer Products.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 11, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, HABITABILITY (EXCEPT AS EXPRESSLY WARRANTED ABOVE FOR ONE YEAR) AND MERCHANTABILITY. THE LIMITED WARRANTIES CONTAINED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED. PROVIDED THAT IN THE EVENT ANY ITEM WARRANTED HEREIN IS DEEMED TO BE A CONSUMER PRODUCT UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, THEM, AND ONLY IN THAT EVENT, THE DISCLAIMER OF IMPLIED WARRANTY SHALL COMMENCE FROM AND AFTER THE EXPIRATION OF THE EXPRESS WARRANTIES ONLY IN THAT EVENT, THE DISCLAIMER OF IMPLIED WARRANTY SHALL COMMENCE FROM AND AFTER THE EXPIRATION OF THE EXPRESS WARRANTIES OF FORTH HEREIN.

- 12. <u>Survey and insurance Certificate</u>. On the Closing Date, Seller shall deliver to Buyer a copy of those pages of the survey attached to the Declaration locating the Premises and the improvements on the Parcel and an insurance certificate disclosing the types and imports of insurance in force.
- 13. Offer. This document shall be considered a firm offer by Buyer which shall remain open in consideration of the Seller's reserving the Premises for Buyer for twenty (20) days from the date hereof, and may be accepted by Seller and executed at any time during said period. Upon execution by Seller, an executed copy of this document shall be sent to Buyer, otherwise, the firm offer shall be considered rejected and all funds deposited by Buyer shall be promptly returned to Buyer.
- 14. Reserves. At closing, Buyer shall deposit with the Association as a reserve an amount to two months' assessments for common expenses based on Seller's initial estimate of monthly assessments after the control of the Association passes to the first Board of Managers elected by the Members of the Association as provided for in the Declaration. Seller shall require a similar assessment reserve to paid by every other hayer of a unit at the Condominium.
- 15. Extras. Any additions, deletions and substitutions from the plans and specifications (the "Extras") selected by Buyer after the date hereof shall be evidenced by a written amendment to this Contract. The amount of the cost of the Extras shall be adjustments to the Purchase Price. Upon Seller's of cution of such amendment, Buyer shall pay to Seller 20% of the cost of such Extras as additional Earnest Money. Funds deposited with Seller as additional Earnest Money shall be disbursed by Seller completion of such Extras, at such times and in such amounts as Seller reasonably deems to be appropriate to pay for completion of such Extras, at such times and in such amounts as Seller reasonably deems to be appropriate to pay for Extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the extras. Buyer shall not be entitled to interest on funds deposited for Extras. Buyer and Seller acknowledge that it is the extras. Buyer shall not be entitled. Refusal will be reasonable intent of Buyer to make selections and request Extras to the Premises after the date hereof. Such selections and request Extras to the Premises after the date hereof. Notwithstanding the foregoing, in no event shall Seller be obligated to accept any change orders after sixty (60) days from the date hereof.
- 16. Miscellaneous. All notices and demands required hereunder shall be made in writing and the mailing of notice by first-class mail to the Seller or Buyer at the addresses given in the Contract shall be sufficient. Time is of the essence of this Contract. No representations, warranties, undertakings or promises other than those expressed herein, whether oral, implied, written or otherwise shall be considered a part of this transaction. This Contract may not be assigned by Buyer under implied, written or otherwise shall be considered a part of this transaction. This Contract may not be assigned by Seller. All any circumstances and any attempted assignment shall result in this Contract waying declared null and void by Seller. All any circumstances and covenants contained herein shall be binding upon and inure to the benefit of the heirs, executors and agreements and covenants contained herein shall be binding upon and inure to the benefit of the Condominium. UNDER NO administrators of the parties hereto. Buyer acknowledges receipt of the Property Report for the Condominium. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

CONTRACT DATE: August 13, 2000

BUYER:

Stan Yuk Lau S.S. #(382-90-76,83

Brenda Cheung S.S. #(342-70-4906)

ACCEPTED THIS 28 Di (the "Acceptance Date") DAY OF Wiguet, 2000

SELLER:

PRAIRIE PLACE LIMITED PARTNERSHIP, an I(lipois Limited Partnership By: MCL Ventures, Inc., its General Partner

John John

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RIDER TO CONDOMINIUM PURCHASE CONTRACT
Dated August 13, 2000 By and Between
Prairie Place Limited Partnership, L.P.
As Seller and Stan Yuk Lau and Brenda Cheung, As Buyer

The obligations of Buyer and Seller under the Contract to the approval of Buyer seattorney to the sterms of this Contr Paragraph (13), other than economic terms and delivery date, the disapproval of any such terms prior to the aforesaid	which this Rider is attached (the "Contract") shall be subject to act or coffer coffer not yet executed by Seller as provided for in on or before August 20, 2000. Seller must be notified in writing date. In the absence of written notice under this paragraph, it roved and all of its terms shall be in full force and effect.
shall be conclusively presumed that the Contract has been app	toyed and all of its terms shall be in tall 1999 to the day of 2000.
IN WITHESS WHEREOF, this Rider is hereby accepted and execute	d this and or
BUYER:	SELLER:
Marie III	PRAIRIE PLACE LIMITED PARTHERSHIP, an Illinois Limited Partnership By: HCL Ventures, Inc. its General Partner
Stan Yuk Lau	By: Japana & Jake
	Its: Sa le Viendent
Brenda Cheung	
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Exhibit "A" to the Purchase Contract

PARCEL 1:

UNIT J-81 IN PRAIRIE PLACE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION BRING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE RAST LINE OF SAID LOT 1 FOR A DISTANCE OF 56.00 FEBT; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 102.21 FEBT; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST 124.00 FEBT; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST 102.21 FEBT TO THE EAST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE 68.00 FEBT THEREON TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE HORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 HORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS RAST ALONG THE HORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 FOR A DISTARCH OF 175.0 FERT TO THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG SAID NORTH LINE 75.0 FERT TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF LOT 2 AFORESAID 175.0 FERT TO THE HORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS BAST ALONG SAID HORTH LINE 75.0 FERT TO THI POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, TOGETHER WITH PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE HORTEWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RAILROAD IN THE HORTEWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION AFORESAID; THENCE OF DEGREES 58 MINUTES 41 SECONDS RAST 102.21 FRET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST 101.21 FRET; THENCE NORTHWESTERLY 99.92 FRET ALONG THE ARC OF A CIRCLE CONVEX THENCE NORTHWESTERLY AND HAVING A RADIUS OF 1.400.69 FRET. (THE CHORD OF SAID ARC BEARING NORTH 02 DEGREES 15 NINUTES 36 SECONDS WEST 99.90 FRET); THENCE NORTH 89 DEGREES 58 MINUTES 41 PROVIDED OF THE POINT OF BEGINNING, IN COOK COUNT 11 LINOIS.

ALSO

THE BAST 122.07 FRET OF THE WEST 197.07 FRET OF THE NORTH 119.0 FRET OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH PINGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 2 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION TOGETHER WITT THAT PART OF THE FORMER LANDS OF THE ILLINOIS CENTRAL RAILROAD IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 JOK"H, RANGE 14, EAST OF THE PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MORTHWEST CORNER OF SAID LOT 2; HENCE SOUTH 89 DEGREES 58 MINUTES 41 197.07 FRET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; 191.000 CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 197.07 FRET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; 191.000 FRET; THENCE SOUTHEASTERLY 50.80 FRET ALONG SECONDS EAST 64.48 FRET; THENCE SOUTH 06 DEGREES 22 MINUTES 54 SECONDS EAST 68.800 FRET; THENCE SOUTH 05 DEGREES THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 1,400.69 FRET 1100 CFCRD OF SAID ARC BEARING SOUTH 05 DEGREES 20 MINUTES 33 SECONDS EAST 50.80 FRET; THENCE NORTH 00 DEGREES 58 MINUTES 41 SECONDS EAST 77.27 FRET; THENCE HORTH 00 DEGREES 10 MINUTES 19 SECONDS EAST 119.00 FRET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLIAOIS.

LOT 1 IN PRAIRIE PLACE TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST PRACTIONAL CLAPTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 3, 1995 AS DOCUMENT NUMBER 95150205, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED APRIL 29, 1947 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 96318235, AS AMENDED BY THE CORRECTION TO DECLARATION RECORDED IN THE RECORDER'S OFFICE ON MAY 21, 1996 AS DOCUMENT NUMBER 96385673 AND AMENDED BY THE FIRST AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON NOVEMBER 2, 1996 AS DOCUMENT NUMBER 96895524, AS AMENDED BY THE SECOND AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON DECEMBER 1, 1997 AS DOCUMENT NUMBER 97895567, AS AMENDED BY THE THIRD AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98078464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98078464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FORTH AMENDMENT RECORDED IN THE RECORDER'S OFFICE ON JANUARY 29, 1998 AS DOCUMENT NUMBER 98578464, AS AMENDED BY THE FIRST IN SAID DECLARATION AND SET FORTH IN SAID DECLARATION AND SET FORTH IN SAID DECLARATION AND SET FORTH IN SAID DECLARATION AND SURVEY.

PARCEL 2:

NON-EXCLUSIVE RASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT PARCEL AS CREATED AND SET OUT IN THE GRANT OF BASEMENT DATED DECEMBER 20, 1994 AND RECORDED DECEMBER 29, 1994 AS DOCUMENT NUMBER 04080035.

PRAIRIE PLACE

Exhibit "B" to the Purchase Contract

The following items of personal property are included in the Purchase Price and will be transferred by Seller to Buyer at closing by means of a Warranty Bill of Sale:

Whirlpool

Refrigerator:

RT18PKXFW or N

Ice Maker:

RCKMF-94

Dishwasher:

DU840CWD-B

Gas Cooktop:

SC8430ER-W or N

Disposal:

GC1000XB

Rxhaust Hood:

RH2330XD-B,Q or Z

Washer:

LXR9245E-Q/Z

Dryer:

LGR4634B-0/Z

Nicrowave/Oven:

GMC275PD-B

-Building D "J" Units have Refrigerator (P12)PKXF-W or N)
-Building D "G" Units have Micro/Hood (MH:11/22) and Range (SF375PEE-W or N)
-Building D "G" Units have full size stackable Jesher/Dryers (Model - LTG6234D-Q) County Clerk's Office UNOFFICIAL COPY

ADDENDUM TO PRAIRIE PLACE CONDOMINIUM PURCHASE CONTRACT ("ADDENDUM")

FUNCTION CONTINUES
This Addendum constitutes an amendment to the Prairie Place Condominium Purchase Contract between Seller and Buyer dated, 2000 (the "Contract"). In the event of any inconsistency between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall govern and control. The parties agree as follows:
1. Property Report. Pursuant to the Illinois Condominium Property Act (the "Act") and the Municipal Code of the City of Chicago (the "Code"), the developer of a condominium project must make available to all prospective purchases a property report (the "Property Report"), in the form required by the Act and the Code, describing the project. Certain information necessary to complete the Property Report is unavailable as of the date of the Contract. Therefore, Buyer's obligations under the Contract are contingent upon the delivery of the Property Report to Buyer immediately after its publication.
2. Attorney Review Due to the unavailability of the Property Report, Buyer's attorney approval period, as set forth in the Attorney Approval Rider to the Contract, is hereby modified as follows:
A. Buyer's attorney shall have until the expiration of the Attorney Approval Period (as defined in the Attorney Approval Rider) to review and approve the Contract as well as to negotiate any modifications thereto.
B. Buyers attorney shall also have ar additional period of five (5) business days after the delivery to Buyer (or Buyer's Attorney) of the Property Report within which to disapprove of the Contract based upon the contents of the Property Report. In the event Buyer's attorney disapproves of the Contract pursuant to this Section, any Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and the parties shall be released from further liability under the Contract.
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the
Contract.
DATED:
SELLER: Prairie Place Limited Partnership, an Illinois Limited Partnership BY: MCL Ventures, its General Partner BUYER:
BY: Vaneum Ruber
ITS: Sa Ver President BUYER:

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BLDG#F UNIT#J-81
ADDENDUM TO PURCHASE AGREEMENT FOR THE PAYMENT OF EARNEST MONEY "PRAIRIE PLACE CONDOMINIUMS"
Between the Seller, Prairie Place Limited Partnership, and the Buyer(s): Stan Yuk Lau & Brenda Cheung dated the 13th day of August, 2000.
The Earnest Money required in Paragraph 4 of the Contract shall total \$80,590.00
Buyer has paid <u>\$5,000.00</u> , at the time of the execution of this Contract and will pay to the Seller additional sums of money as and for the Earnest Money pursuant to the following schedule:
\$35,295.00 On or Before 08-28-00
\$40,295.00 (in or Before 11-30-00
If Buyer fails to make any required payment her ander, Seller may elect, at its sole option, to terminate this Contract by sending written notice to Suyer of such termination. Buyer's failure to make any of the aforesaid payments shall be deemed a default and all Earnest Money previously deposited, including any deposits made under Paragraph .5 of the Contract, shall be retained by Seller as liquidated damages. Upon such termination, this Contract shall be null and void and of no further effect and the parties shall have no further obligation recounder.
Except as expressly modified by the Addendum, the terms and provisions of the Contract are in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Addendum thisday of
SELLER: Prairie Place Limited Partnership, an Illinois Limited Partnership By: Sk Vee Pleadent BUYER(S): BUYER(S):
"ADD-EARN"

BUYER SELECTION SUMMARY

Project: Prairie Place

Building Building F

Unit #: 1-81

Buyer: Lan-Cheung

Date: 11-21-01

Coord.: LINDA GOODMAN

		Amount	Total Sales Price
ontract Sale	es Price		\$805,900.00
ACO		\$22,673.00	\$828,573.00
· C	ction Selections	\$40,605.00	\$869,178.00
	Selectors	\$18,534.00	\$887,712.00
Post-Drywa	Il Selections	\$21,445.00	\$909,157.00
-	C.O. Description		
C.O. #1	Floor Plan Changes	\$0.00	\$909,157.00
C.O. #2	Clarification/Pricing Erro.	(\$216.00)	\$908,941.00
C.O. #3	Add:Soap Niche MBa	\$425.00	\$909,366.00
C.O. #4	Delete: Wet-Bar	(\$1,750.00)	\$907,616.00
C.O. #5	Electrical	5244.00	\$908,560.00
C.O. #6	Electrical	50.00	\$908,560.00
C.O. #7	HVAC/Low Voltage	\$2,849.00	\$911,409.00
C.O. #8	Pricing Error	(\$270.00)	\$911,139.00
C.O. #9	Add Faucets	\$670.00	\$911,809.00
C.O. #10	Delete Silcock	(\$525.00)	1911,284.00
4. —134			O_{x}
Pre-Drywa	11 #1		
Pre-Drywa	II #?		

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ALTA. COMMITMENT

SCHEDULE B

Number: N01020331

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

 General real estate taxes for the years 2001 and 2002. Tax number 17-22-110-026, 17-22-110-028 and 17-22-110-030 volume 512.

Note: The 2000 taxes have been deposited with the county collector, \$46,096.86 (-026), \$329,470.01 (-023).

Note: The first installment of the 2001 taxes have not been deposited with the county collector. \$23,048.43 (-026) and \$4,790.13 (-028).

Note: No and a due on the first installment of 2001 (-030)

Note: The secor d is stallment of 2001 and 2002 taxes are not yet due and payable.

Note: Tax numbers air to the underlying land and other property.

 Mortgage and Security Agre of at dated December 6, 1994 and recorded January 25, 1995 as document number 95059861, made by Prairie Place Limited Party anip, an Illinois Limited Partnership to Cole Taylor Bank, to secure an indebtedness of \$11,654,683.00.

Note: First Amendment of Mortgage and Scaurit Agreement and Assignment of Rents and Leases recorded December 28, 1995 as Document Number 95904323.

Note: Second Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases recorded October 24, 1996 as Document Number 96810864.

Note: Fourth Amendment to Mortgage and Security Agreem, at and Assignment of Rents and Leasas recorded February 19, 1998 as Document Number 98134599.

Note: Fifth Amendment to Mortgage and Security Agreement and Assignment of Rents and Lesses recorded August 27, 1998 as Document Number 98767565.

Note: Seventh Amendment to Mortgage and Security Agreement and Assignment of Return and Leases recorded May 7, 2001 as Document Number 0010376172.

 Assignment of Rents and Leases dated December 28, 1995 and recorded January 25, 1995 as accoment number 95059862, made by Prairie Place Limited Partnership, an Illinois Limited Partnership, to Cole Taylor Bank.

Note: First Amendment of Mortgage and Sectivity Agreement and Assignment of Reme and Leases accorded December 28, 1995 as Document Number 95904323 and also recorded February 24, 1998 as document number 98147216.

Note: Second Amendment to Mortgags and Security Agreement and Assignment of Rents and Leases recorded October 24, 1996 as Document Number 96810864.

Note: Fourth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases recorded February 19, 1998 as Document Number 98134399 and also recorded February 24, 1998 as document number 98147216.

Note: Fifth Amendment to Mortgage and Security Agreement and Assignment of Rents and Leases recorded August 27, 1998 as Document Number 98767565.

(31²) 84².074³

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Exhibit A

Parcel 1:

Unit \$1 in Prairie Pince Condaminium as delineated on the plat of survey of the following described parcel of real estate:

That part of Lot 2 in Prairie Place Townbower Subdivision being a subdivision in the Northwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at the Northeest corner of Lot 1 in said subdivision; thence North 00 degrees 01 mientes 19 seconds East along the Northerty extension of the East line of said Lot 1 for a distance of 56.06 feet; thence South 89 degrees 58 minutes 41 seconds East 102.21 feet; thence South 00 degrees 01 minutes 19 seconds West 124.06 feet; thence North 69 degrees 58 minutes 41 seconds West 124.16 feet; thence North 69 degrees 58 minutes 41 seconds 69

Ales

Alex

That part of Lot 2 in Prairie Place I' welcomes Subdivision together with part of the former lands of the Illinois Control Railroad in the Northwest Practical quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: comment we at the Northeast corner of Lot 1 in Prairie Place Townhomes Subdivision aforesald; themes South 00 degrees 01 minutes 19 meands West 66 feet along the East line of said Lot 1; thence South 89 degrees 58 minutes 41 seconds East 102.21 feet we so point of beginning; thence continuing South 89 degrees 58 minutes 41 seconds East 102.21 feet; thence North 00 degrees 15 minutes 58 meanus West 24.18 feet; thence Northwesterly 99.92 feet along the arc of a circle convex Northeasterly and lavel g a rathes of 1,400.69 feet (the chord of said arc bearing North 02 degrees 15 minutes 36 meanules East 99.90 feet); thence North 69 degrees 58 minutes 41 meanules West 97.13 feet; thence South 00 degrees 01 minutes 19 seconds West 124 feet to the point of hydrology, Illinois.

Alm

The East 122.07 feet of the West 197.07 feet of the North 119.0 feet of Lc. 2 or Prairie Place Townhomes Subdivision in the Northwest fractional quarter of Section 22, Township 39 North, Range 14, Fact of the Third Principal Meridian, in Cook County, Illinois.

Alex

That part of Lot 2 in Prairie Place Townhomes Subdivision together with that part of the tor or sandy of the Illinois Cantral Railroad in the Northwest fractional quarter of Section 22, Township 39 North, Range 14, last of the Third Principal Meridian, described as; communicing at the Northwest corner of said Lot 2; thence South 89 degree; 18 minutes 41 seconds East 197.07 feet along the North of said Lot 2 to the point of beginning; thence continuing South 66 degrees 58 minutes 41 seconds East 64.48 feet; thence South 66 degrees 22 minutes 54 seconds Rast 68.86 feet; thence Southeast rly 5 1.80 feet along he are of a circle convex Northeasterly and having a radius of 1,400.69 feet (the chord of said are bearing since 15 degrees 20 minutes 33 seconds East 50.89 feet); thence North 89 degrees 58 minutes 41 seconds West 77.27 feet; thence North 99 degrees 11 minutes 19 seconds East 119.00 feet to the point of beginning, in Cook County, Illinois.

21 to 11 age 17 to 12

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Also

Lot 1 in Prairie Place Townhomes Subdivision, being a subdivision in the Northwest fractional quarter of Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, recorded March 3, 1995 as Document Number 95150205, in Cook County, Illinois.

Also

That part of Lot 2 in Prairie Place Townhomes Subdivision in the Northwest fractional quarter of Section 22, Township 39 North, Range 14, Bast of the Third Principal Meridian, described as follows: beginning at the Southwest corner of Lot 1 in Prairie Place Townhomes Subdivision aforesaid; thence South 25 degrees 15 minutes 18 seconds East along the Southwesterly line of Lot 2 aforesaid 178.23 fast to a point of curve therein; thence Southeasterly along said Southwesterly line being an arc of a circle convex Northeasterly and having a radius of 316.0 feet for a distance of 72.92 feet to the Southwest curner of said Lot 2; thence South 89 degrees 58 minutes 41 seconds East along the South line of said Lot 2 for a distance of 101.05 feet; thence North 25 degrees 15 minutes 18 seconds West 312.19 feet; thence North 89 degrees 58 minutes 41 seconds West 20.78 feet to the East line of 101 aforesaid; thence South 60 degrees 61 minutes 19 seconds West along said East line 30.32 feet to the Southeast corner of Lot 1; thence South 64 degrees 44 minutes 42 seconds West 51.27 feet to the point of beginning, in Cook County, Illinois.

Also

That part of Lot 2 in Prairie Place Townhomes Subdivision together with part of the former lands of the Illinois Central Railroad in the Northwest Fractional (http://prof. Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as: commencing at the Northeast corner of Lot 1 in Prairie Place Townhomes Subdivision aforesaid; Thence South 00 degrees 01minutes 19 second. West along the East line of Lot 1 aforesaid 68.0 feet to the point of beginning; Thence South 89 degrees 58 minutes 41 seconds that 203.42 feet; Thence South 00 degrees 12 minutes 58 seconds East 141.61 feet; Thence Southoasterly along an arc of a circle crawn Southwesterly and having a radius of 1464.69 feet, an are distance of 209.58 feet (the chord of said arc bearing South of Angrees 18 minutes 55 seconds East 209.41 feet); Thence South 08 degrees 24 minutes 46 seconds East 56.50 feet to the South Page of Lot 2 aforesaid; Thence North 89 degrees 58 minutes 41 seconds West along said South line 74.05 feet; Thence North 15 degrees 15 minutes 18 seconds West 312.19 feet; Thence North 89 degrees 58 minutes 41 seconds West 20.78 feet to the East line of Lot 1 aforesaid; Thence North 00 degrees 01 minutes 19 seconds East along said East line 124.0 feet to the point of beginning in Cook County, Illinois

Which plat of survey is attached as exhibit "E" to the Declaration of Condeminium recorded April 29, 1996 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 96315435, 25 amended by the Correction to Declaration recorded in the recorder's office on May 21, 1996, as Document Number 96315675, and amended by the First Amendment recorded in the Recorder's Office on December 1, 1997 as Document Number 97895567, amended by the Third Amendment recorded in the Recorder's Office on January 29, 1998 as Document Number 9789567, amended by the Fourth Amendment recorded in the Recorder's Office on June 23, 1998 as Document Number 983,8691, amended by the Fifth Amendment recorded in the Recorder's Office on November 30, 1999 as Document Number 983,8691, amended by the Sixth Amendment recorded in the Recorder's Office on December 19, 2001 as document number 001120 1683, as amended from time to time; together with its undivided percentage interest in said parcel all the property and space for orising all the units thereof as defined and set forth in said Declaration and Survey.

Parcel 3:

Non-exclusive easument for the benefit of Parcel 1 for ingress and egress over, upon and across the easument parcel as created and set out in the Grant of Easument dated December 20, 1994 and recorded December 29, 1994 as document number 04080035

MAIL
TO

BRENDA CHEUNG P.O. BOX 16618X CHICAGO, IL. 60616

TOTAL P.11