### **UNOFFICIAL COPY** 0021060318

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Cook County Recorder

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COOK COUNTY RECORDER EUGENE "GENE" MOORE At Colons Cook Colons Clerk's Office BRIDGEVIEW OFFICE

0021060318



### REAL ESTATE CONTRACT

FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND

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use and occupancy the sum of tilities and home maintenance	eller agrees to pay Buyer for l hall be responsible for heat, u	ys from date of closing. Sisins Sising Sisins	20 u	seession to the Buyer stitling	POSSESSION: (Select or Sellet shall deliver po
poolb	iyer's lender, or $QSQQ$	O 7 st the office of Bu	06 66 10 gm	r before	CFOSING: Sys pe ou o
number of additional days, In the event neither Buyer a and all earnest money shall saused thereby shall not ontingent upon sale/closing prisal of other real estake, and	Perate with any processing te perate with any le ader in supp at his option, within an erual n at his option, within an erual n come same say	not be exceed a contract, shall cool no do exceed nordgage described herein it's attorney. Seller may, and a purchase money more allowed, then this Contract of the premises by Buyer at his ability to obtain final at his ability to obtain final at recommitment conditioners.	your fees for such cooking the cooking the cooking from date of accepta by strempt to obtain the inspection or same to Seller will acce in provided within the timp to the cooking accined to the cooking the cook	tupon Buyer securing v et origination and disco or such lear (10) da ration, and shall diligent commitment or notice of no commitment as herei in commitment as herei in commitment as herei in commitment as herei no commitment as herei soller sellowed to the secontral	FINANCING: This Contrast is confinden amount of \$ 1.5.  Years, the combin written application for such information and document commitment, Buyer shall procure for Buyer shall not Seller secure such a percure for Buyer shall be returned to Buyer. But constitute a default by the provision is attached and
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Who are	day oftelle	e due willing ab a	<del>check) o</del> r (judgment not	OIT Ouel check)' (eseptione	PRICE AND TERMS: PURCHASE PRICE EARNEST MONEY DEPO In the form of (sash), (pers
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i, if any; automatic garage on the premises:	deliver a Bill of Sale at time or y rods, curtain rods, if any, fer any fed vegetation; ceiling fans ms of personal property now or the contract of the contra	ises, for which Seller shall and screens, if any; draper of rental units), if any; all p including the following iter fraginal	ming a part of the prem w ndows, storm doors a ly water softener (excelly any and specifically any and specifically any and specifically and specifically a ly and specifically	in lighting fixtures, stort in an double antenna, if an temote hand-held units	heating, plumbing, electrics conditioners, if any; attache door system and all related
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☐ VACANT LOT (Check One)		ITAT2)		(YTIO)	VDDKE28:
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Page 1 of 4

exponses during said period, and shall deliver posses deliver possession to Buyer as agreed, Seller shall prossession is delivered to the Buyer and Buyer shall proceeding calculated to evict and remove the Seller Act or any other statute, and consents to an immediatees and court costs Buyer may incur in the enforcement.	ay to Buyer beginning on the _ , in addition to all other remedic from the premises. Seller agr ate judgment for possession. Se	day after closing day after closing day after closing day, have the immediate right dees to waive all notices requeller further agrees to reimbout discounties.	g, the sum of \$ per day untile to commence any legal action or ired by the Forcible Entry and Detainer
Seller shall deposit the sum of \$ closing, and any monies due the Buyer for Seller's us be refunded to Seller. Possession shall be deemed d Escrowee. Escrow money shall be limited to delivery use and occupancy.	delivered to Buyer when Seller	has vacated the premises ar	nd delivered the keys to the Buyer or the
TLE EVIDENCE: eller, at his expense, shall furnish not less than five (5)	days prior to the closing date,	a title commitment for an ow	mers title insurance policy issued by an

#### TI

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, whose 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 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 Duyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the promises 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 occup inc restrictions, conditions and convenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility essements 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 assumer; (e) water taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Fro ations 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 basic 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 to an 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 it sured by the title company for Buyer and Buyer's lender at Seller's expense.

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agree may its 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) by 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.

### PROPERTY INSPECTION CONTINGENO

Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection.

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 Soller'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 in pection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. The parties her to 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 negoticited

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 wate, 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 of a 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 ctete, 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 ir dicate 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 reat ites, 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:

2) House of Sales (Escrowee) for the benefit of the parties hereto, and applied to The earnest money and this Contract shall be held by Went ( 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 WAIT IEN AGREEMENT FROM SELLER AND BUYER. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrovee 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 exmest 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.

(b) Seller represents that he has not received any notice 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 (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 (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 prenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such cour. (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 dest oved 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 toust, 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 porformance of this Contract and to indicate that they hold the sole power of direction with regard to said trust. , 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 This Contract and Riders numbered 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. Date of Acceptance:\_ (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) Telephone (Designated) or (Dual Agent): (Select one) or (Dual Agent): (Select one) (Designated) SELLER'S BUYER'S ATTORNEY ATTORNEY: Fax: Page 4 of 4

# REALTOR®

### UNOFFICIAL COPY 18

SELLER'S REPRESENTATIONS
FORM APPROVED BY THE SOUTH/SOUTHWEST ASSOCIATION OF REALTORS®



The Seller represents to the Buyer that all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic, plumbing, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer shall be in operating condition at the time of closing. In the absence of written notice of any deficiency from the Buyer prior to the closing, it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall have no further responsibility with reference thereto.

Buyers:	Sellers:
Sw	m W Stage delen M. Miller
_	1 Stopes Phys Mille
Date:	eptember 1, 2002 Pate: 9/2/or
	Prepared By! Sue Grandys Real Estate agent
	Mail To! Debra Skopec 10648 So Worth ave Worth ILL 60482
	PIN# 24184070130000
	Legal Description "M"
	Resub of Lot 9 in BUK 7 in Frederick H. Bartletts
	Ridgeland acres (See'C')  Rec. Sept. a3, 1963  Doc #18920047
	"C"
	Frederick H. Bartlett's Ridge land acres, A Sub
Amended 7	1/31/95 in the E. & of the S.E. 14 of Sec. 18-37-13
	Rec. June 1, 1935
	Drs # 11626307

UNOF BUYER SREAL BETA COPY 0318

FORM APPROVED BY THE SOUTH/SOUTHWEST ASSOCIATION OF REALTORS This contract shall be contingent upon Buyer completing a sale of his/her/their real estate located at 1005/ e Worth, I/ 60482 (which is currently listed with KelMax 10 , 2002 In the event the sale of the Buyer's real estate ) by November 29 does not occur and the sale proceeds are not obtained by the Buyer within such period, either an extension of time shall be agreed to by the parties in writing by that date, or a written waiver of this contingency clause shall be agreed to by the Buyer by that date, or this contract on that date shall be null and void and all earnest money shall be returned to Buyer. If during the sale contingency period, Seller receives a contract to purchase from another bona fide purchaser, Buyer shall have \_\_\_\_\_\_\_hours from the date and time of receiving written notice of such contract from Seller or Seller's agent to waive this sale contingency. If the Buyer does not waive this sale contingency within that time, this contract shall be null and void and all earnest money shall be returned to Buyer. The Seller shall be released of any and all obligations and liability to Buyer in such event. sucy, after receipt of the notice described herein, the Buyer shall: If the Buyer waives this cont earnest money with the listing office, namely: Deposit an addith 1. Execute a written waiver of sale contingency. 2. If the Buyer waives this contingency, after receipt of the notice described herein, the Buyer shall be deemed to be in default of this contract and subject to forfeiture of earnest money paid hereunder if: The Buyer is unable to close this transaction because 'suyer's loan commitment is denied due to Buyer's A. ownership of other real estate; or The Buyer's loan commitment is made contingent upon the closing/sale of other real estate and said closing/sale cannot be accomplished on or before the closing date called for it the contract to which this Rider 1 is made a B. The Buyer fails to diligently and faithfully cooperate with Buyer's lender in supplying information, completing C. application documentation and taking such action as is reasonably requested by the Buyer's lender. Reasonable efforts shall be made by the listing Realtor to have any notice of second confract personally delivered to the Buyer. In the event personal delivery is not possible, in that the Buyer cannot be located, is not found at home after one (1) attempt for delivery by listing Realtor, or resides or is temporarily out of town, and where Buyer has a Realtor agent, Buyer agrees that delivery of the notice shall be made upon the Buyer's Realtor. In the event Buyer's Realtor is not available, the owner or broker manager of Buyer's Realtor's office is authorized to take delivery of the notice on Buyer's behalf. Buyer agrees to provide an address and telephone number to Buyer's Realtor on those occasions where Buyer is out of town, and acknowledges that in those instances described herein, notice to Buyer's Realtor shall receemed notice to Buyer. Once the Buyer has closed on the sale of the property identified as the subject of this contingency, this Rider (1) shall be deemed waived. Sellers: Buyers:

Amended January 1, 2000

### UNOFFICIAL COP 1760318

September 3, 2002

Property: 10821 S Natchez

Worth, Il 60482

Seller: Mr. & Mrs. Miller

Buyer: Steven and Debra Skopec

The Buyers, Steren and Debra Skopec are requesting that regarding their contingent on sale rider for the contract at 10821 S Natchez, Worth, II. Sellers will allow their home at 10648 S Worth Ave, Worth II to go on the Multiple Listing for sale on Saturday,

September 7, 2002.

till list home by 9-11

Oldra L. Stance

Buye

9/3/02

Date

Date

# UNOFFICIAL COPM60318

Please be advised that Suc Grandys Re/Max 10 (Name of Brokerage Firm) and all licensees employed by or associated with the Brokerage Firm who will work with you will represent the () Seller (X) Buyer.  The undersigned acknowledge receipt of this disclosure on the date indicated below. This disclosure is being provided as required by state law.  Address of Property Shown: 10821 S. NaTchez Worth, II. 6048.  (if required)  Date September 1, 2002 Signature of Queen Signature of Queen Signature of Agent Signature of Customer Signature of Agent Signature of Customer Signature of Customer Signature of Agent Signature of Customer Signature of Cu	AGENCY DISCLO	SURE FORM
The undersigned acknowledge receipt of this disclosure on the date indicated below. This disclosure is being provided as required by state law.  Address of Property Shown: LOSDIS. NaTcheZ Worth, II. 60487 (if required)  Date September 1, 2002 Signature of Customer Signature of Customer Signature of Customer Signature of Agent Signature of Agent Signature of Customer Signature of Agent Signature of Agent Signature of Customer Signature o	of Brokerage Firm) and all licensees employed by or ass	Re/Max 10 (Name
Address of Property Shown: 1821 S. NaTchez Worth, II. 60487 (if required)  Date September 1, 2002 Sturm W Show Signature of Customer  Comments (if any)  (Can be used either by seiler's agent or buyer's agent)  Andrews designated agent stare than the scale of the Split cornission on the scale of the Split Somewhat Worth H - 30% of the Somewhat	•	( 🔀) Buyer.
Date September 1, 2002 Signature of Customer  Signature of Agert Signature of Customer  Comments (if any)  (Can be used either by wifer's agent or buyer's agent)  Initial earnest many 2,000 May  REVISED 6000  CONVERTHE BY ILLINOIS ASSOCIATION OF REALTORS  And Stondard agent some Strand  ill split commission on the scale of the  STO received by Re/May 10 will get  to Century 21 House of Sales  Signature of Customer  Signature of Cust	The undersigned acknowledge receipt of this disclosure being provided as required by state law.	on the date indicated below. This disclosure is
Signature of Agent Signature of Customed  Comments (if any)  (Can be used either by viier's agent or buyer's agent)  Antial earnest many 2,000 MB  REVISED BYO  CONTRIGHT® BY ILLINOIS ASSOCIATION OF REALTORS®  Ance Hoondys Re/May to ise the  uners designated agent some Homel  Stoplet commission on the scale of  821 S. Natchez World H - 30° to of the  Sto received by Re/May 10 will ge  to Century 21 House of Sales  Swendolyn Hearn  Ance Hoondys		NaTchez Worth, Il. 60482
(Can be used either by veiler's agent or buyer's agent)  Anitial earnest money 2,000 BB)  REVISED 600  CONVIGHT® BY ILLINOIS ASSOCIATION OF REALTORS®  Ane Grandya Re/May is in the  upera designated agent some Grand  ill split commission on the scale of  821 S. Natchez World H - 30° of the  50 received by Re/May 10, will ge  to Century 21 House of Salese  Livendalya Heim.  And House of Jalese  Livendalya Heim.	Date September 1, 2002	Signature of Customer
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PREVISED 600  PREVISED 600  Ane Grandya Re/May 10 is the users designated agent some Grands  ill split commission on the scale of 1821 S. Natchez Worth H - 30° to of the 50° to received by Re/May 10 will go to Century 21 House of Sales Grandya House of Sales Grandya House of Sales Swendolyn Hearn.  And Hoordys		
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# UNOFFICIAL COPY 0318

### ILLINOIS ASSOCIATION OF REALTORS®



# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a perficular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)
(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
Lown lead-based point and the lead-based paint nazards (check one below):
From lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Seller has no knowledge of lead based mater.
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and Reports avriable to the seller (check one below):
Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based pain
Seller has no reports or records pertaining to lend-based paint and/or lead-based paint hazards in the housing.
Purchaser's Acknowledgment (Infilial)
(c) Purchaser has received copies of all information listed above
(d) Purchaser has received the pamphlet Protect Your Family Front and in Your Hames
SMS 95(e) Purchaser has (check one below):
Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint has ards; or
Walved the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Agent's Acknowledgment (initial)
(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.
Certification of Accuracy
The following parties have reviewed the information above and certify to the best of their knowledge. That the information they have provided is true and accurate.
Selle Sobert EMille Date 7/2/02 Seller Helen M. Miller Date 7:02/02
Furchaser Vilha & Stopec Date 91/2 102 Durchaser
agent Date / Date / / Date / / Date / / Date / /
orm 420 5/96 (This disclosure form should be attached to the Contract to Purchase)



# Illinois Association of REALTORS (IAL) REAL ROPERTY DISCLUSURE REPORT



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 SELL-ERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPEC į۷-ON

TIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DI SELLER THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATION SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.	ELÍV
Property Address: 10821 S. NATCHG2 Ave.	
LIIV State & Zin Code. I Constitution of the state of the	
Seller's Name: ROBERT E. & HELEN M. MILLER 0021060318	
This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Proposed Disclosure Act. This information is provided as of 1024 2 and does not reflect any changes made or occurring after that date formation 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 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 impain the seller discloses the following information with the knowledge that even the seller reasonably believes that the condition has been corrected.	or in- erson iterial ir the
buyers may choose to c'yen 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), the seller shall provide an exchanging in the additional information area of this form.	
YES NO N/A  1. X Sellet via a required the proposety with the large selection of the select	
solution of apied the property within the last 12 months. (No explanation is needed.)	
Tain awar of flooding or recurring leakage problems in the crawlspace or basement	
I am aware that the property is located in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard incorporate in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a flood hazard in a flood plain or that I currently have flood hazard in a flood plain or that I currently have flood hazard in a	
s in the basement or foundation (including cracks and bulges)	
all aware of leaks of material defects in the roof, ceilings or chimney.	
6, X I am aware of material defects in the walls or floors.	
7X I am aware of material defects in the electrical system.	
8 I am aware of material defects in or the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler yet m and swimming pool).	
9 I am aware of material defects in the ret or well equipment.	
I am aware of unsafe conditions in the drinkly a value	
I am aware of material defects in the heating air conditioning	
I am aware of material defects in the fireplace of wo otherwing store	
13 I am aware of material defects in the septic, sanitary sc wer, or other disposal system.	
14 X I am aware of unsafe concentrations of radon on the pre nises.	
15 I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.	
16 I am aware of unsafe concentrations of or unsafe conditions relating to assessos on the premises.  1 am aware of unsafe concentrations of or unsafe conditions relating to assessos on the premises.	
am aware of mine subsidence underground airs and an automatic	
17 I am aware of mine subsidence, underground pits, settlement, sliding uph aval, or other earth stability defects on the premises.  I am aware of current infestations of termites or other wood boring insect.	
19 I am aware of a structural defect caused by previous infestations of termites of other wood boring insects.	
20 X I am aware of underground fuel storage tanks on the property.	
21 I am aware of boundary or lot line disputes.	
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 reproperty including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.  These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, the seller reasonably believes have been corrected.	al at
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 represent with any actual or anticipated sale of the property.	i- :- n
Seller: Stort Miller	
Seller: Alelen M. Miller Date: 7/02/0.2  Seller: Date: 7/02/0.2	
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: \_ 108 Revised 11/97

Prospective Buyer: \_

Odro L. Stopec

Date: 9-6-02 Time: 20:30
Date: 9-6-02 Time: 20:30

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