



Spathies Copy

PURCHASE CONTRACT

SELLER: RICARDO NEGRON & CARLOS RESTO & C/O Spathies Construction Corp. 954 W. Washington, Chicago, IL 60607  
MIRNA RESTO

BUYER: CAROL SCHUPLJAK

Address: 1829 W. OAKDALE # E CHICAGO, IL 60657

PROPERTY ADDRESS: 2917 N. DAWSON CHGO, IL 60618

The parties expressly agree and acknowledge that Spathies Construction Corporation, an Illinois Corporation, (hereinafter "Spathies") is the builder of the home to be constructed in privately owned lots, and that Spathies has the authority to sign this contract on behalf of the Seller and that any and all agreements entered hereunder regarding this contract shall be deemed made by Spathies on behalf of the Seller, and any reference to Seller shall be deemed to be Spathies, except that the Seller shall execute any deed to be issued hereunder.

1. SALE: Seller agrees to sell and convey or cause to be conveyed to Buyer and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, Lot 87 in the City of Chicago, commonly known as 2917 N. DAWSON, Chicago, IL and legally described on Exhibit A hereto, (hereinafter referred to as "LOT") [except, however, if such legal description is unavailable at the time of execution of this contract, Seller (Spathies) shall attach such legal description to this contract as soon as it is available] together with a single family home (hereinafter referred to as "HOME") being constructed or to be constructed, in substantial compliance with the plans and specifications for the "NEW BEGINNINGS" COLLECTION, Plan # MORNING STAR, and called the MORNING STAR, which plans are located in the sales office of Spathies Construction Corporation at 954 W. Washington, Chicago, IL 60607, or other place designated by Spathies. The Lot and Home shall be collectively herein called the "Property". In the event, at the time of execution of this contract, the actual street address of the Property is unknown to Seller, Seller shall put such address on this contract as soon as such address is determined.

Trinity

840

4-18-02



2. PRICE AND TERMS: The purchase price which the Buyer agrees to pay for the property shall be as follows:

Base Price \$ 278,450  
Option Selections shown On Exhibit A-1 & A-2  
TOTAL PURCHASE PRICE

\$ 19,025  
~~\$ 297,475~~

The total price shall be payable as follows:

\$ 2000 earnest money deposit paid at execution of this contract by Buyer which shall be held by Spathies (without any interest thereon to be paid or credited to Buyer under any circumstances) and applied to the Purchase Price at closing; the balance of \$ 284,800, plus or minus prorations and other adjustments provided for herein, payable at closing by cashiers or certified check or lenders check in a form acceptable to the Title Company which issues title and closes this transaction.

Additional \$5000 to be escrowed by Alpha & Omega 8/1/02

3. FINANCING CONDITION

This contract is subject to the condition that on or before thirty (30) days after the date of acceptance hereof, the Buyer shall secure, or there shall be made available to the Buyer, a commitment for a loan to be secured by a mortgage or trust deed on the Property (which commitment is acceptable to Spathies) in the amount of \$ 70% LTV, or such lesser sum as Buyer accepts, with initial interest not to exceed 9 % per annum (which rate may be subject to adjustment or amortized over a period of 30 years with a loan service charge not to exceed 1.5 %, plus all other usual and customary processing fees, loan charges & closing costs charged or required by the lender where application has been made. If, after the Buyer has submitted a loan application within seven (7) days of the date of acceptance of this contract, and Buyer has otherwise made every reasonable effort to procure a loan commitment from any source made available to him, Buyer has been unable to procure a commitment as described herein and serves written notice thereof upon the Seller within the time specified herein for securing such mortgage commitment, then this contract shall become, at the option of the Spathies, null and void; and all monies (not including the money paid concurrently with any agreed upon changes as defined in paragraph 4 below) paid by the Buyer hereunder shall be refunded; however, if Seller, at it's option, within forty-five (45) days of

Seller's receipt of Buyer's notice, procures for Buyer such a commitment, or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, then this contract shall remain in full force and effect. Buyer shall execute all documents required by any such lender necessary for the disbursement of the loan. IN THE EVENT THE BUYER DOES NOT SERVE NOTICE UPON SELLER OF FAILURE TO PROCURE SAID LOAN COMMITMENT AS HEREIN PROVIDED, THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY FINANCING CONTINGENCIES, SUCH CONTINGENCY BEING DEEMED WAIVED.

4. **CHANGES:** In the event that the Buyer shall hereafter execute an order for the installation of or the providing of additions or options which are not included hereunder (such order is herein referred to as "Change Order" and the items specified therein are herein referred to as "Changes"), the plans and specifications for the Home shall be deemed modified thereby. Any Changes requested are solely for the benefit and convenience of the Buyer, and Seller shall not be required to agree to any such Changes. Buyer shall, concurrently with signing such Change Order, pay Seller the total price of the Changes Seller indicates on the Change Order plus a Two Hundred Dollars (\$200.00) Change Order fee. In the event that Closing shall not occur pursuant to this Contract because Buyer effectively exercises his option to terminate this Contract in accordance with the provisions of paragraph 3 hereof regarding financing condition, then Seller shall retain from monies paid by Buyer a sum deemed by Seller sufficient to compensate it for the price of all Changes for which materials were supplied to the building site or installed upon the building site or for which Seller is obligated to pay. The balance, if any, shall be refunded to Buyer.

5. **CONVEYANCE:** Seller agrees to deliver title to the Property to Buyer at the Closing, upon payment in full of the purchase price as provided in paragraph 2, by recordable warranty deed, subject only to the following (herein collectively referred to as the "Permitted Exceptions"): (a) real estate taxes not yet due and payable; (b) covenants, conditions, and restrictions of record; (c) easements existing or of record; (d) building, building line and use or occupancy restrictions (e) acts done or suffered by Buyer; (f) applicable ordinances of the City of Chicago; (g) special taxes or assessments not yet levied; (h) rights of way for drainage titles, ditches, feeders and laterals; and (i) any exceptions to title which are insured over by Title Insurer. If Buyer consists of two or more persons who are not married to each other, the

Property shall be conveyed to them, unless otherwise specified in writing to Seller at least thirty (30) days prior to Closing, as tenants in common, provided, however, that if Buyer consists of a husband and wife, the Property shall be conveyed to them as tenants by the entireties.

**6. SURVEY AND TITLE INSURANCE:** At or prior to Closing, Seller shall, at it's sole cost, deliver to Buyer or his agent a construction survey showing the Lot and the foundation of the Home and the customary title insurance commitment for an ALTA Form B Owner's Title Insurance Policy with extended coverage, issued by a Title Insurance Company licensed in Illinois (herein referred to as "TITLE INSURER"). The title commitment shall be in the amount of the purchase price and shall show title in Seller subject to (a) the usual matters contained in the policy; (b) the Permitted Exceptions; (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which Seller may so remove at Closing by using funds paid by Buyer upon delivery of the deed; and (d) acts done or suffered by Buyer. If the title commitment reveals matters other than the matters described herein, Seller shall have sixty (60) days from the date of issuance of the title commitment to cure such defects, and upon failure to do so, this contract may be declared null and void at either party's option (by notice to the other party) and the parties returned to the status quo.

**7. PRORATIONS:** General real estate taxes shall be prorated between Buyer and Seller as of the date of Closing on the basis of the last issued tax bill. All prorations at Closing shall be final. In the event that there is no tax bill or the tax bill for the property is zero (-0-), the parties shall enter into a tax re-proration agreement which shall be paid by Seller to Buyer upon the issuance of the actual tax bill for the Property.

**8. CLOSING COSTS:** In addition to the purchase price and prorations referred to above, Buyer shall be responsible for payment of the following additional charges:

- (a) fee for recording the deed conveying the Property to Buyer;
- (b) customary Buyer's title insurance charges, including those for any special endorsements required by Buyer or his lender;
- (c) any and all fees, charges and premiums in connection with points, credit report, inspection fee, appraisal fee, premiums for mortgage title insurance and private mortgage insurance, a real estate tax or insurance escrow and cost of recording the

mortgage instrument;

- (d) one-half of the cost of the Deed and Money Escrow and the entire cost of any Money Lender's Escrow;
- (e) any transfer tax imposed by the City of Chicago; and
- (f) any other costs, charges or fees customarily paid by a Buyer, in connection with the purchase of a residence.
- (g) It is expressly agreed between the parties that neither Seller nor Spathies will pay any points, fees, inspections, service fees, charges or costs of any nature whatsoever from any agency (i.e. FHA, VA, HUD, City of Chicago) or any other loan agency or lender.
- (h) Buyer is responsible to pay at closing an administration fee of \$200.00.
- (i) FHA and VA funding are subject to a \$1500.00 upgrade fee in addition to the base home price.

**9. DEFAULTS:** If buyer defaults hereunder, then, at the election of Seller, all payments made by Buyer to Seller (including earnest money and payment for Changes) may be forfeited, not as a penalty, but as partial liquidated damages. Seller may further enforce this Contract by specific performance or other equitable relief and Seller shall have any and all remedies available to it at law or in equity. Seller's remedies hereunder are cumulative and no choice of any one remedy shall be deemed by either party as an exclusive election of such remedy. Buyer specifically agrees that no court shall be authorized or required by Buyer to so limit Seller's cumulative remedies by way of motion, response or otherwise. If for any reason whatsoever, Seller defaults hereunder or shall be unable to perform in accordance with the provisions in this Contract, it's liability shall be limited to the return of the earnest money and any other payments made by Buyer to Seller hereunder, without interest, plus Two Hundred Dollars (\$200.00) not as a penalty, but as liquidated damages in lieu of all other remedies which may otherwise be available to Buyer at law or in equity. Buyer shall, in the event of enforcement of Seller's or Spathies rights, with or without the need for litigation, pay any and all of Seller's or Spathies legal costs or fees.

**10. CLOSING:** This sale and purchase shall be closed (herein called the "Closing") at that time and place chosen and designated by Spathies' sole discretion, in a written notice to buyer, which closing date shall no be less than five (5) days after the date of the notice to close, but in no event later than one (1) year from the date of acceptance hereof. Spathies shall not send such a notice until construction is substantially completed as specified herein.  
**The issuance of a Certificate of Occupancy, by the City of Chicago**

date of closing to the end of the month. The failure to close for this or any other reason shall cost the Buyer, not as a penalty, but as liquidated damages, the sum of \$100.00 per day from and after the closing date as determined by Seller herein.

11. **OCCUPANCY:** Buyer shall be entitled to possession and occupancy of the Property from and after Closing and the payment in full by Buyer to Seller of the purchase price as provided herein. The Property shall be delivered in broom clean condition. Buyer acknowledges that the Property will be in a dangerous condition during construction of the Home and that entering upon the Property would endanger Buyers or any other persons' personal safety, jeopardize the Seller's agreements with its insurers and constitute a trespass. Buyer shall have a right to conduct an inspection of the Property **only** during construction hours on a weekday, during the week immediately preceding Closing, and **only** in the company of Seller's agent. At the time of such inspection, Buyer and Seller shall prepare a "punch list" of any items requiring completion after Closing. No funds shall be withheld from Seller or Spathies at closing as a result of any punch list items.

12. **TIME OF CONSTRUCTION:** Construction will not begin unless and until Buyer presents, to Seller, a commitment for a loan as specified in paragraph 3.

13. **CONSTRUCTION / MATERIAL SELECTION:** Seller shall cause the Home to be constructed in substantial compliance with the plans and specifications in effect from time to time which are available for inspection by Buyer at the sales office of Seller at 954 W. Washington, Chicago, Illinois, or such other place designated by Seller, during reasonable business hours or at the office of the Building Commissioner of the City of Chicago. It is understood and agreed that Seller is not building the Home on the Property to the precise specifications or design of any model, or to the specifications of Buyer. Any model is displayed for illustrative purposes only and such display shall not constitute an agreement or commitment on the part of the Seller to deliver the property in exact accordance to any such model. The Seller reserves the right to make any changes or substitutions as Seller deems necessary or desirable in the plans and specifications, construction materials, and fixtures which are of substantially equivalent quality and utility and if required, meet with the approval of the appropriate governmental authorities having jurisdiction.

shall be a conclusive determination that the home has been substantially completed as specified in this Contract and in conformity with applicable building and fire codes. Seller and Buyer agree, however, that events beyond the control of Seller may at times intervene to preclude Seller's ability to substantially complete construction as aforesaid, including, without limitation, strikes or other labor disputes, adverse weather conditions, shortages of materials, failure of subcontractors, or other causes beyond Seller's control. Seller shall have no liability by reason of or be responsible for any such delay in Closing and no such delay shall affect the obligation of Buyer hereunder. The Buyer agrees that Closing shall not be delayed, and the Home shall not be considered to be not substantially completed as specified in this Contract, due to incomplete outside work such as driveways, service walks, landscaping, gutters and down spouts, outside painting and trim and the like.

This sale may be closed through an escrow with a corporate escrowee designated by the Seller and at such office of escrowee as is designated by Seller, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by that company, with such special provisions inserted in the escrow agreement as may be required to conform to this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the purchase price and delivery of the deed shall be made through the escrow. This Contract shall not be merged into the escrow agreement, and the latter shall be deemed auxiliary to this Contract, and as between the parties, upon failure of the escrow or otherwise, the provisions of this Contract shall be controlling.

For each day on and after the date of Closing (as determined in this Contract) that Buyer fails to close this transaction or for each day that Buyer occupies the Home prior to the date of Closing without prior written authorization of Seller, Buyer shall pay Seller promptly (but in no event later than at Closing) the sum of One Hundred Dollars (\$100) per day, not as a penalty but as liquidated damages to mitigate the costs and damages incurred by Seller by reason of Buyer's such action. This amount and the payment thereof shall not excuse Buyer from timely performance hereunder or limit Seller from declaring a default hereunder or from exercising any of its remedies hereunder.

Buyer shall not, without the written permission of Spathies, refuse to close until the end of any particular month, because of interest charges that might be charged by Buyers lender from the

Buyer shall, on the date of acceptance of this contract, make all color and material selections permitted for the Property from among samples and on such forms as Seller shall provide. If Buyer fails to make all or any part of such selections, then Seller is hereby authorized to complete the Property as Seller may deem suitable. Each of the Buyers do hereby irrevocably authorize each of the other Buyers for and in his name and as his agent in dealing with the Seller, to agree and to sign all Change orders and make all material and color selections and does hereby ratify and confirm all that such Buyer's agent may do by virtue thereof.

14. **MATERIAL DESTRUCTION:** If, prior to Closing, the Property shall be destroyed or materially damaged by fire or other casualty, this Contract shall be declared null and void, at the option of the Seller exercised by notice to Buyer within thirty (30) days after such destruction, and the earnest money shall be returned to the Buyer without interest. If Seller does not elect to terminate this Contract as aforesaid, then Buyer shall not be relieved of his duties unless said damage of Property is not repaired within nine (9) months from the date of said fire or other casualty, in which event Buyer shall have the right to terminate this Contract by notice to Seller within ten (10) days after the expiration of said nine (9) month period. For purposes of this paragraph, material damage is that requiring more than Ten Thousand Dollars (\$10,000.00) to repair.

15. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties. No representatives, warranties, undertakings, or promises, whether oral, implied or otherwise, can be made or have been made by either Seller or Buyer to the other unless expressly stated herein or unless mutually agreed to in writing and executed by both parties. No sales person or employee of Seller has authority to modify the terms hereof, or has any authority to make any reference, representation or agreement not expressly contained in this Contract, and only those expressly contained herein shall be binding upon Seller, or in any way effect the validity of this Contract, or form any part thereof. Buyer acknowledges that, other than as expressly stated herein, no representations have been made by Seller, its agents or employees, in order to induce the Buyer to enter into this Contract.

16. **SURVIVAL OF COVENANTS AND AGREEMENTS:** The covenants and agreements contained herein are not canceled by Closing but shall survive the Closing and delivery of the deed.



17. **RIDERS AND EXHIBITS:** Riders and Exhibits hereto are incorporated herein and made a part hereof. In the event of a conflict between a rider or exhibit to this Contract and the Contract itself, the provisions of such rider or exhibit shall control. The following riders, if any, other than those previously enumerated herein, are attached to this Contract and incorporated herein by reference:

"A" Legal description; "B" Limited Warranty; Rider A; Rider B; Rider C, and

18. **NOTICES:** All notices and demands required shall be made as follows:

TO SELLER: in writing by mailing certified mail, return receipt requested or by facsimile or personal delivery to Spathies Construction Corporation 954 W. Washington, Chicago, IL, 60607, and with a copy to

~~Lee Scott Perres, Esq., 19 S. LaSalle Street, Suite 1500, Chicago, IL 60603, [facsimile number 312-644-3503]~~ Lisa Kritt Esq. 25 E. Washington City IL 60601

TO BUYER: in writing by mailing certified mail, return receipt requested or by facsimile or personal delivery to 1829 W. OAKDALE "E" 312-726-7755 ext 55

CHICAGO, IL. 60657

Each such notice shall be deemed given and effective on the date of its deposit, postage prepaid, in the United States mail, on the date of the facsimile provided a copy of such facsimile is mailed certified on the date of such facsimile, or date of delivery as the case may be.

19. **MISCELLANEOUS:** The paragraph headings herein are inserted as a matter of convenience and for reference only and in no way define or limit the scope of the paragraphs or provisions contained herein.

Time is of the essence of this contract.

The singular denotes the plural and the masculine denotes the feminine and vice versa, wherever appropriate.

No brokers have been utilized in this transaction, and Seller shall not pay a broker's commission to any party unless expressly agreed in writing.

All amendments and supplements hereto, if any, shall be effective only if in writing and executed by both Seller and Buyer.

This Contract shall be construed according to the laws of the State of Illinois and venue in the case of litigation shall be in the Circuit Court of Cook County, Chicago, IL.

In case any one or more of the provisions of this Contract or any application thereof shall be deemed to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application hereof shall not in any way be affected or impaired thereby.

Buyer shall make no assignment of this Contract or of any of Buyer's rights hereunder without the prior written consent of the Seller.

The type, thickness and R-value of the insulation that will be installed in each part of the Home is as follows: In all outside walls of the house, 3-1/2" thick fiberglass batts with an R-13 value plus, in all ceilings, 9" thick fiberglass batts with an R-30 value.

20. **LIMITED WARRANTY:** Upon closing, Spathies shall extend to Buyer, Spathies' standard form of limited warranty covering certain structural components of the Home as set forth in the Homeowners Limited Warranty, a copy of which is attached hereto as Exhibit B. Buyer shall sign a copy of the Homeowners Limited Warranty at the time Buyer executes this contract and shall at the Closing resign and re-date the Homeowners Limited Warranty as of the date of Closing. Buyer acknowledges that Buyer is buying the Home in its condition at the time possession is tendered by Seller. SELLER HEREBY EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE TO THE PERIOD OF THE EXPRESS WARRANTY, WHICH IS ONE YEAR AFTER CLOSING. SELLER HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES AND BUYER WAIVES LIABILITY AND RESPONSIBILITY FOR ALL CONSEQUENTIAL DAMAGES AND/OR OTHER LOSSES, OF WHATEVER TYPE, WHICH MAY ARISE FROM OR OUT OF BUYER'S PURCHASE AND USE OF THE HOME. THIS LIMITED WARRANTY SHALL ONLY INURE TO THE BENEFIT OF THE BUYER HEREUNDER, AND SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE PERIOD SET FORTH IN THE HOMEOWNERS LIMITED WARRANTY. APPLIANCES, EQUIPMENT, AND FIXTURES WHICH ARE CONSUMER PRODUCTS UNDER THE MAGNUSON-MOSS WARRANTY ACT, SUCH AS OVEN, RANGE, HEATING UNITS AND AIR CONDITIONING UNITS, ARE NOT WARRANTED BY SELLER EITHER EXPRESSLY OR IMPLIEDLY AND NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY SELLER WITH REGARD TO SUCH PRODUCTS. HOWEVER, SELLER AGREES TO ASSIGN AND DELIVER TO BUYER AT CLOSING THE MANUFACTURER'S SPECIFIC WARRANTY, IF ANY, PERTAINING TO SUCH CONSUMER PRODUCTS.

21. *This contract may be reviewed by buyer's attorney for a seven day period starting from the date of 4-18-02. SPS for sec* *SPS 4-18-02*

22. *Buyer acknowledge the standard paint finish is one coat sprayed on and back rolled. SPS 4-18-02*

Signature Page

Dated: APRIL 17, 2002

X [Signature] Buyer

Buyers Telephone Numbers: Home: \_\_\_\_\_ Bus: 773.665.0500

Buyers Telephone Numbers: Home: \_\_\_\_\_ Bus: \_\_\_\_\_

Buyers Address: 1829 W. OAK DALE "E"  
CHICAGO, IL 60657

This contract is accepted this 10 day of APRIL, 2002.  
(the "date of acceptance"), SELLER and SPATHIES CONSTRUCTION CORPORATION.

BY: [Signature]

X [Signature] for  
Spathies Construction  
Corp

X [Signature]

X [Signature]

UNOFFICIAL COPY

0021278071

# ATTORNEY RESOURCE CO. INC.

15418 S. HARLEM  
ORLAND PARK, ILLINOIS  
60467

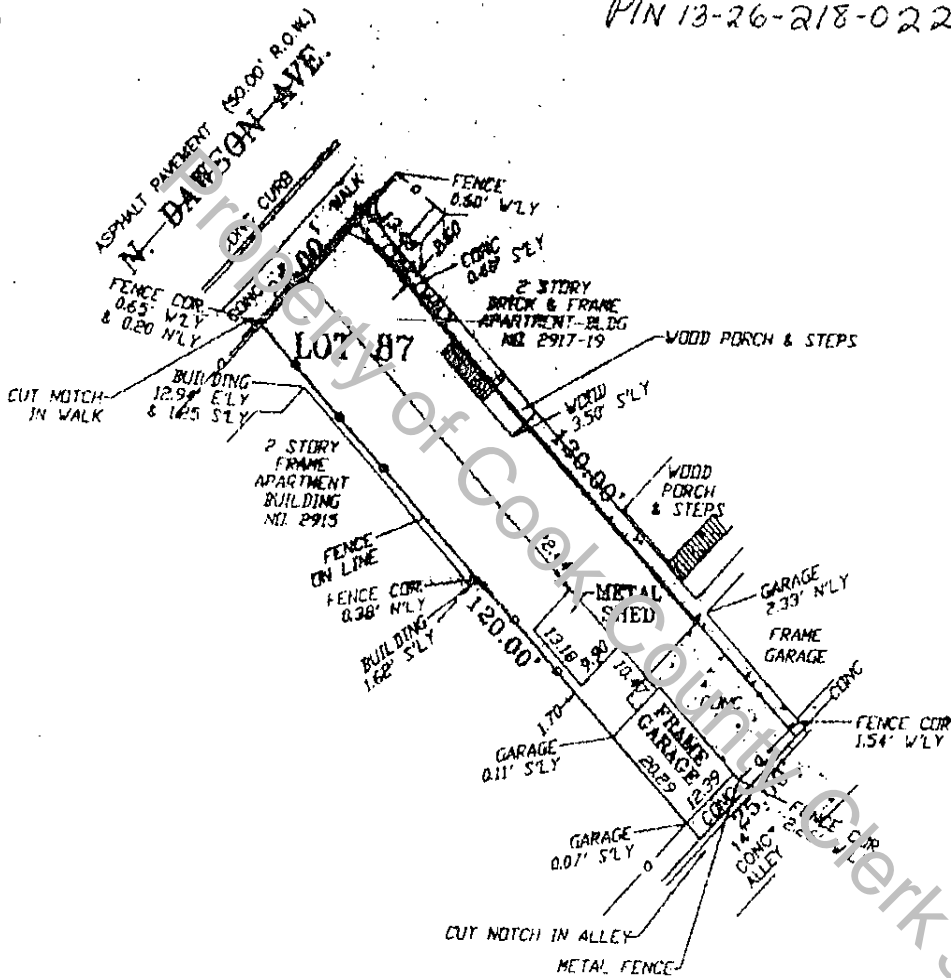
## PLAT OF SURVEY

4  
N

1-708: 614-7777  
1-815: 484-7070  
(UPDATE SURVEYS)

LOT 87 IN STOREY AND ALLEN'S SUBDIVISION OF LOT 10 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-26-218-022



**SURVEYOR'S NOTES:**

- 1) ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- 2) COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED, CITY POLICY AND LOCAL ORDINANCES FOR RESTRICTIONS, BUILDING LINES AND EASEMENTS.
- 3) NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
- 4) BEFORE STARTING CONSTRUCTION OF IMPROVEMENTS OR FENCES FIELD VERIFICATION SHOULD BE ESTABLISHED.
- 5) SURVEY BASED ON FIELD WORK COMPLETED:
 

... 2/1/2002 ...

PROJECT NUMBER: 02-21850

ORDERED BY: ATTORNEY RESOURCE CO. INC.  
SCALE: 1" = 20'

STATE OF ILLINOIS }  
COUNTY OF WBL. } SS:

ON BEHALF OF ATTORNEY RESOURCE COMPANY INC. I HEREBY CERTIFY THAT I HAVE SURVEYED FOR THE ABOVE DESCRIBED TRACT OF LAND AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 08TH DAY OF FEBRUARY A.D. 2002

*Neal A. St. Louis*  
ILLINOIS LAND SURVEYOR NUMBER 35-3054

VACANT LAND PURCHASE CONTRACT

WE, RICARDO NEGRON AND MAGDALENA MIRANDA, PURCHASERS OFFER TO PURCHASE THE PROPERTY KNOWN AS 2917 N. DAWSON. THIS VACANT LOT WHICH MEASURES 25 BY 123 FEET WILL BE SOLD SEPERATE FROM THE ADJACENT IMPROVED PROPERTY ON 2919 N. DAWSON. BUYERS WILL RECEIVE A SEPERATE PLAT OF SURVEY AND TITLE DEED TO PROPERTY AT CLOSING. THE PURCHASE PRICE FOR THE VACANT LOT KNOWN AS 2917 N. DAWSON WILL BE 80,000.00 ( EIGHTY THOUSAND ) DOLLARS. SELLER WILL RECEIVE 32,000.00 ( THIRTY TWO THOUSAND ) DOLLARS AS AN INITIAL PAYMENT ON OR ABOUT MARCH 28, 2002. THE REMAINING BALANCE OF 48,000.00 ( FORTY EIGHT ) THOUSAND DOLLARS WILL BE PAID UPON CLOSING OF NEW CONSTRUCTION HOME TO BE BUILT ON SAID PROPERTY. SELLER WILL CONVEY A WARRANTY DEED AND PLAT OF SURVEY TO BUYERS UPON RECEIVING INITIAL PAYMENT OF 32,000.00 ( THIRTY TWO THOUSAND ) DOLLARS. SELLERS AND BUYERS HAVE READ AND FULLY UNDERSTAND TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PERFORM ACCORDINGLY.

[Signature] 2/06/02  
BUYER

[Signature] 2/1/02  
SELLER

[Signature] 2/06/02  
BUYER


\_\_\_\_\_  
SELLER

Note: \* Buyer is owed \$35,000.00 by seller.

**LAND DEVELOPMENT DEPOSIT AGREEMENT**

This agreement is made part of the contract for the building of a new construction home on 2917 N. DAWSON, CHICAGO, IL 60618. Ricardo Negron, Developer, will pay Juan Carlos Resto, Land Owner, \$30,000.00 on April 25, 2002 a deposit for the use of the land for this construction project. Mr. Resto will receive his remaining balance of \$50,000.00 at the closing of the new construction home on or about October 1, 2002. In return for his \$30,000.00 deposit Mr. Negron will be named as beneficiary along with Carlos & Myrna Resto in a Land Trust for the period of construction.

  
4119102  
Juan Carlos Resto

  
4118102  
Ricardo Negron

Cook County Clerk's Office