



1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."

Buyer(s) Piotr Wasik Seller(s) of Record

2. THE REAL ESTATE: Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 1.00 ac.

commonly known as: 6842 W. Gunnison Street, Chicago, IL 60636

3. TOTAL NUMBER OF CONFORMING UNITS: (3) Permanent Index Number(s) of Property

4. FIXTURES & PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.

vegetation; screens, storm windows and doors as exist; drapery rods; curtain rods; attached TV antenna; garage door opener(s) and transmitter(s); (2) window air conditioner(s); 3 refrigerator(s); 3 stove(s); 1 washer(s); 1 dryer(s); and the following items of personal property:

Exclusions: \$441,000 (PW)

5. PURCHASE PRICE: Purchase price of \$446,000. Initial earnest money of \$20,000 by (check) (cash), or (note due on) (Date) (Year) to be increased to a total of \$20,000 by (Date) (Year).

6. ACCEPTANCE: Earnest money shall be returned and this offer shall be void if not accepted on or before (Time/Date).

7. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before (Date) (Year) for a (type) loan of \$ (amount) or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required.

8. CLOSING: Closing or escrow payout shall be on (Date) (Month) (Year), or at such time as mutually agreed upon, by the Parties, shall be agreed mutually by the Parties.

9. POSSESSION: Possession shall be delivered, subject to existing leases, at closing except: (AT CLOSING)

10. RESIDENTIAL REAL PROPERTY AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer [check one] has [] has not received a completed Illinois Residential Real Property Disclosure Report (only for buildings of four (4) units or less); [check one] has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [check one] has [] has not received a Lead-Based Paint Disclosure.

11. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) for tenants, utilities, homeowner's or condominium association fees, premiums for insurance policies or accrued interest on any mortgage assumed. Seller represents that as of the Date of Acceptance Homeowner Association/Condominium fees are \$ (amount) per (month) (year). The general real estate taxes shall be prorated as of the date of closing based on (percentage) % of the most recent ascertainable full year tax bill. All prorations shall be prorated as of the date of closing and shall be final.

12. TAXES: Seller represents that the most recent ascertainable tax bill for the year (year) is \$ (amount), which reflects the following exemptions (strike inapplicable): homeowner, senior citizen, homestead, or none.

13. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those PROVISIONS selected for use by the Parties which are contained on the succeeding pages and the following attachments: Paragraph 43 Required Rent Roll.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO BUYER TO GIVE PURCHASER (2000) CREDIT AT CLOSING FOR REPRESENTATION (PH)

Date of Offer: 8-26-02
Buyer (signature): Piotr Wasik
Buyer (signature): Piotr Wasik
Print Buyer(s) Name(s): Piotr Wasik
Address: 6842 W. Gunnison
City: Chicago State: IL Zip: 60636
Date of Acceptance: 8/28/02
Seller (signature): Emilia Chromik
Seller (signature): John Chromik
Print Seller(s) Name(s): Emilia & John Chromik
Address: 6842 W. Gunnison
City: HARWOOD HTS State: IL Zip: 60636

FOR INFORMATION ONLY
Selling Office: TROY REALTY LTD 8393
Selling Agent: VICTOR SMULIK
Address: 5420 N. Harlem Chicago IL 60656
Phone No: (773) 792-3000 (773) 792-8872
Buyer's Attorney: Phone: 773-239-5440
Address: 6121 N. Northwest Hwy
Phone No: (773) 775-0495 (773) 775-0514
Seller's Attorney: STANLEY CZAJA
Address: HALINA
Phone No: (773) 772-4500

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79 **14. PROFESSIONAL INSPECTIONS:** Buyer may secure at Buyer's expense (unless otherwise provided by governmental body or Homeowner's Association of any lead-based paint hazards (unless separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more professional inspection service(s). Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) within five (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after the Date of Acceptance. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) business days after receipt of such notice and report(s), agreement cannot be reached by the Parties as to how the cost of correction shall be apportioned between the Parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover ONLY the major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls, 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 or negligence of Buyer or any person performing such inspection(s). BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.

91 **15. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications to this Contract, other than stated purchase price, within five (5) business days after the Date of Acceptance. If the Parties do not reach agreement on any proposed modification and written notice is given to the other Party within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

95 **16. PLAT OF SURVEY:** Not less than seven (7) calendar days prior to closing, Seller shall, at Seller's expense, furnish a Plat of Survey to Buyer, which is dated not more than ninety (90) calendar days prior to the date of closing, by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements, building line set backs, fences, all building and other improvements on the Real Estate and distances thereof to all lot lines. If requested, Seller shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey. (See Optional Provision #34).

99 **17. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

101 a. By personal delivery of such notice; or

102 b. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or

104 c. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

107 **18. THE DEED:** Seller shall convey or cause to be conveyed to Buyer, or Buyer's designee, good and merchantable title to the real estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the property. Seller's obligation will be to furnish the documents set forth in Paragraph #17.

111 **19. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of closing as evidence of title in Seller or Grantor a title commitment for an ALTA title insurance policy with extended coverage by a title company licensed to operate in the State of Illinois, bearing a date on or subsequent to the Date of Acceptance of this Contract, but issued not more than forty-five (45) calendar days prior to closing, in the amount of the purchase price, subject only to items listed in Paragraph #16. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount.

120 **20. AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

122 **21. POSSESSION ESCROW:** In the event possession is not delivered at closing, Seller shall deposit in escrow with Listing Company as Escrowee (or other designated escrowee as agreed to by the Parties), at closing and by separate check, the sum of two percent (2%) of the purchase price to guarantee that possession of the property shall be delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of 1/15th of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within fifteen (15) calendar days of the date specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. Unless otherwise agreed, said escrow shall be held solely for the purpose of payment of any sums due for delayed possession.

128 **22. REAL ESTATE PROPERTY TAX ESCROW:** In the event the property is improved, but has not been previously taxed as improved, the sum of three (3) percent of the purchase price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reparation shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

134 **23. PERFORMANCE:** Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity. The prevailing Party shall be entitled to collect reasonable attorney's fees and costs from the losing Party. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader action. Seller and Buyer will indemnify and hold Escrowee harmless from any and all claims and demands.

139 **24. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

143 **25. SELLER REPRESENTATIONS:** Seller warrants and represents that he has not received written notice from any Governmental body or Homeowner's Association of any (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) any special assessment proceedings affecting the Real Estate and that Seller has no knowledge of boundary line disputes or easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate.

147 **26. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property within 72 hours prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the Date of Offer of this Contract, normal wear and tear excepted.

150 **27. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

152 **28. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow.

156 **29. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

157 **30. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

158 **31. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

159 **32. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

160 1. TITLE: Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of closing of general assessments established pursuant to the Declaration of Condominium.

162 2. Seller is responsible for all assessments, regular or special, due or levied prior to closing. Accumulated reserves of the Association are not a prorable item.

164 3. EVIDENCE OF COMPLIANCE WITH DECLARATION OF CONDOMINIUM: Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from Seller items as stipulated by 765 ILCS 605/22.1 (Illinois Condominium Property Act) as shown below. The contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by the Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

168 4. In the event the documents and information provided by the Seller disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would restrict Buyer's reasonable use of the premises or would increase the financial considerations which Buyer would have to extend in connection with the owning of the condominium, then Buyer may declare the Contract null and void by giving Seller written notice within seven (7) calendar days of the receipt of the documents and information required by Paragraph #30-3, listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of all Parties to escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

174 5. Seller shall not be obligated to provide a condominium survey.

175 6. Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.

176 For informational purposes, 765 ILCS 605/22.1 Illinois Condominium Property Act (a) and (b) , provides, in pertinent part:

177 "(a) In the event of any resale of a condominium unit by a unit owner other than the developer such owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following: (1) A copy of the Declaration, by-laws, other condominium instruments and any rules and regulations. (2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of this Act or the condominium instruments. (3) A statement of any capital expenditures anticipated by the unit owner's association within the current or succeeding two fiscal years. (4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund ear-marked for any specified project by the Board of Managers. (5) A copy of the statement of financial condition of the unit owner's association for the last fiscal year for which such statement is available. (6) A statement of the status of any pending suits or judgments in which the unit owner's association is a Party (7) A statement setting forth what insurance coverage is provided for all unit owners by the unit owner's association. (8) A statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the condominium instruments. (9) The identity and mailing address of the principal officer of the unit owner's association or of the other officer or agent as is specifically designated to receive notices.

186 (b) The principal officer of the unit owner's association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) calendar days of the request.

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A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the association or its Board of Managers to the unit seller for providing such information."

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33. SALE OF BUYER'S REAL ESTATE:

(A) INFORMATION ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

(1) Buyer owns real estate commonly known as (address): _____

(2) Buyer [check one] has has not entered into a contract to sell his real estate.

If Buyer has entered into a contract to sell his real estate:

- (a) Buyer's sale contract [check one]: is is not subject to a mortgage contingency.
- (b) Buyer's sale contract [check one]: is is not subject to a real estate sale contingency.
- (c) Buyer's sale contract [check one]: is is not subject to a real estate closing contingency.

(3) Buyer has listed his real estate with (name of broker): _____
Address: _____ Phone: _____

If Buyer's real estate is not listed with a licensed real estate broker and in a local multiple listing service, Buyer shall list his home with a licensed real estate broker who will place it in a local multiple listing service within seven (7) calendar days of the Date of Acceptance of this Contract. Buyer authorizes Seller or his agent to verify this information.

(B) SALE AND/OR CLOSE OF BUYER'S REAL ESTATE: [strike inapplicable]

(1) This Contract is contingent upon the occurrence of the following and written notice to Seller of same, within the time specified: Buyer is able to procure a contract for the sale of Buyer's real estate on or before _____, (Date) _____, and such contract provides for a closing not later than the closing date set forth in this Contract. If this contingency has not been met or waived by Buyer on or before the specified date, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(2) This Contract is contingent upon the occurrence of the following and written notice to Seller of same, within the time specified: Buyer closes the sale of his real estate on or before _____, (Date) _____. If this contingency has not been met or waived by Buyer on or before the specified date, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller has the right to continue to show the property and offer it for sale subject to the following:

(1) If Seller accepts another bona fide offer to purchase the subject property during such period, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such notice to waive the above contingencies subject to (D) WAIVER OF CONTINGENCIES Paragraph.

(2) If Buyer waives the above contingencies in writing within said time period, this Contract will remain in full force and effect.

(3) If the above contingencies are NOT waived in writing within said time period by Buyer, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(D) WAIVER OF CONTINGENCIES: IF BUYER CHOOSES TO WAIVE, FOR ANY REASON, EITHER OF THE ABOVE CONTINGENCIES IN PARAGRAPH #31-B PRIOR TO THEIR TERMS BEING MET, BUYER WILL INCREASE EARNEST MONEY TO A TOTAL OF \$ _____ AND WAIVE ALL CONTINGENCIES, EXCEPT MORTGAGE CONTINGENCY (As set forth in Paragraph #6) CONTAINED IN THIS CONTRACT.

(E) NOTICE (FOR THIS CONTINGENCY ONLY): All notices required under Paragraph #31 shall be in writing and shall be served on the Party, with copies to their respective attorneys and real estate brokers. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- (1) By personal delivery of such notice effective at the time and date of personal delivery; or
- (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Notice served by certified mail shall be effective as of 10:00 A.M. on the morning of the second day following deposit of notice in the U.S. Mail; or
- (3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the notice from the receiving Party); or
- (4) By personal delivery to Buyer's designee (other than Buyer's agent) listed below. Notice to Buyer's designee shall be deemed notice to Buyer effective at the time and date of personal delivery. Buyer's designee shall reside within 35 miles of subject property.

BUYER'S DESIGNEE: Name _____
Address _____ City, ST, Zip _____
Home Phone _____ Office Phone _____

34. CANCELLATION OF PRIOR CONTRACT: Seller has entered into another contract prior to this Contract ("prior contract"). Seller's obligations hereunder shall be subject to Seller obtaining written termination and cancellation of the prior contract on or before _____, 19____. In the event the prior contract is not terminated or cancelled within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. Notice to Buyer under the prior contract should not be served until after attorney's review and professional inspections provided for in this Contract have been satisfied, waived or expired.

35. INTEREST BEARING ACCOUNT: Earnest money when received in the total amount of \$5000.00 or more, (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer.

36. SURVEY OPTIONS: The survey provided by Seller pursuant to Paragraph #14: PLAT OF SURVEY shall show all corners staked and flagged or otherwise monumented.

37. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Contract.

38. "AS IS" CONDITION: This Contract is for the sale and purchase of Real Estate and personal property in its "As Is" condition as of the Date of Acceptance. The Real Estate and personal property have been inspected by Buyer and Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller.

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Northwest Association of REALTORS 0830018378

RESIDENTIAL REAL PROPERTY DISCLOSURE 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, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 6842 W Linnis Dr HARWOOD HS
 City, State & Zip Code: 60206
 Seller's Name: JOHN CHROMIK

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 6-30-2002, and does not reflect any changes made or occurring after that date or information 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 person representing 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 of the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyer may choose to rely on 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), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or wood burning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations or of unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations or of unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of a boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. 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 real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

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 representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: John Chromik Date: 7/8/2002
 Seller: Emilia Chromik Date: _____

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: Mike Miller Date: 8/26/02 Time: _____
 Prospective Buyer: _____ Date: _____ Time: _____

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COMMITMENT
Schedule A - Legal Description
Book Number TM67197
Assoc. File No: 7158

STEWART TITLE
GUARANTY COMPANY
HEREIN CALLED THE COMPANY

COMMITMENT - LEGAL DESCRIPTION

Lot 9 and the East 12-1/2 feet of Lot 10 in Block 10 in W. F. Kaiser and Company's Ridgemoor Terrace, being a subdivision of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PH 13-07-323-046-0000

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STEWART TITLE GUARANTY COMPANY

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