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EVIDENCE OF AGREEMENT

STATE OF ILLINOIS
COUNTY OF COOK

0030208494

5159/0133 54 001 Page 1 of 5
2003-02-11 15:35:59
Cook County Recorder 32.50



The undersigned, being first duly sworn on oath, deposes and states that attached hereto and incorporated herein by reference is a true and correct copy of the First Amendment To Real Estate Contract Condominium dated January 29, 2003 by and between Fulton Street LLC ("Purchaser") and Bassam Haj Yousif ("Seller") for the property legally and commonly described as follows:

See attached

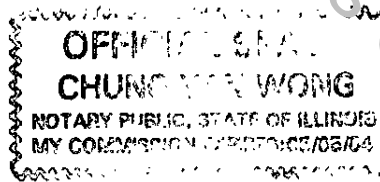
PIN: 17-08-409-010-1009

Address: 1118 W. Fulton, Unit 308
Chicago, Illinois

Fulton Street LLC
By: [Signature]
Its: resident

Subscribed and sworn to before me
this 10th day of January, 2003

[Signature]
Notary Public



This document prepared by:
Richard C. Perna
FUCHS AND ROSELLI, LTD.
440 W. Randolph Street
Suite 500
Chicago, Illinois 60606
312-651-2400

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DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

UNIT 308 IN THE FULTON STREET LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 15, 16 AND 17 IN BLOCK 12 IN STEPHEN F. GALE'S SUBDIVISION OF BLOCK 12 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 98946531, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

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FIRST AMENDMENT TO REAL ESTATE CONTRACT - CONDOMINIUM

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT - CONDOMINIUM (this "First Amendment") dated _____, 2002 is between Fulton Street, LLC, an Illinois limited liability company ("Purchaser") and Bassam Hajyousif ("Seller").

WHEREAS, Seller and Purchaser have entered into that certain Real Estate Contract - Condominium (the "Contract") relating to the property commonly known as 1118 West Fulton, Unit 308, Chicago, Illinois (the "Unit") and the deeded parking space, commonly known as space number 308, appurtenant to the Unit (the "Parking Space," together with the Unit, hereinafter referred to as the "Premises"); and

WHEREAS, Seller and Purchaser desire to amend the Contract as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, Seller and Purchaser agree as follows:

1. At closing, Seller shall transfer to Purchaser all personal property situated in or upon or used in connection with the Premises by way of a customary Bill of Sale.
2. In line 47 of the Contract, "2000" shall be deleted and replaced with "2002".
3. In line 48 of the Contract, "1999" shall be deleted and replaced with "2001" and the following shall be inserted on the blank line therein: "\$4,529.90 for the Unit and \$265.45 for the Parking Space."
4. In line 60, "June 30, 2001" shall be deleted and replaced with "January 31, 2003."
5. In paragraph 3 of the Provisions, delete "five days prior to closing date" in the first line thereof and replace it with "ten (10) days after the execution of this Amendment".
6. In addition to the other conditions set forth herein and in the Contract, Purchaser's obligation to acquire the Premises shall be expressly conditioned on the simultaneous closing of the property commonly known as 1118 West Fulton, Unit 2, Chicago, Illinois (the "Commercial Unit"). If the closing of the Commercial Unit is not consummated simultaneously with the closing of the Premises, Purchaser shall have the right, at Purchaser's sole and exclusive option, to terminate the Contract, whereupon the initial earnest money shall be immediately returned to Purchaser. Purchaser has the right to waive the condition set forth in this Paragraph 6 at any time.

7. Purchaser agrees to make a loan (the "Loan") in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) at Closing. The proceeds of the Loan shall be used the pay off the existing mortgage lien on the Premises. The Loan shall be evidenced by a Promissory Note ("Note") made by Seller payable to Purchaser on the terms described below.

Back taxes or any other cost which may be prohibiting the transfer of property at the discretion of the seller
(P) - 1-29-03
(P) 1-29-03

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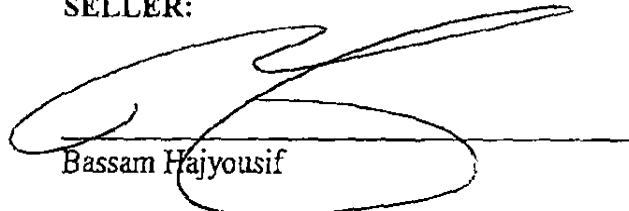
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- (a) Twenty-five (25) year amortization schedule with a one (1) year balloon payment.
- (b) Interest rate to be fixed at 7.5%.
- (c) The Loan shall be secured by a personal guaranty (the "Guaranty") of Bassam Hajyousif, to be evidenced by a written guaranty in form and substance as customarily used in similar transactions.
- (d) Seller shall be responsible for all fees and costs (including attorneys fees) incurred by Purchaser in connection with any legal actions undertaken by Purchaser in the event of Seller's failure to comply with the Note.

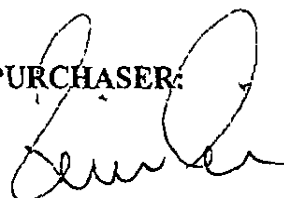
Seller shall be responsible for any and all expenses incurred by the Purchaser in connection with the Loan including but not limited to attorney's fees incurred in connection with the preparation and negotiation of the Note and Guaranty. limited to \$500⁰⁰ e/1/17 (1-29-03) (P) 1-29-03

8. This First Amendment shall be binding upon and inure to the benefit of the successors and assigns of Seller and Purchaser. The terms and provisions of the Contract not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Contract are incorporated herein by reference as if fully stated herein. To the extent the terms of this First Amendment conflict with the terms of the Contract, the terms of this First Amendment shall control. Any term capitalized in this First Amendment but not specifically defined or amended herein shall have the meaning given to it in the Contract. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This First Amendment may be executed via facsimile transmission and all facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered by Seller and Purchaser on the date first set forth above.

SELLER:

Bassam Hajyousif

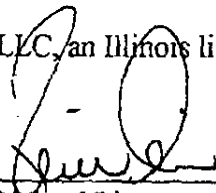
PURCHASER:

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Fulton, LLC, an Illinois limited liability company

By: _____


Richard Lissner

Its: Manager

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