





**UNOFFICIAL COPY**

03/17/03 17:19 FAX 312 204 990

KOEHLER &amp; STREY, INC

002/002

**PROVISIONS**

1. Rent, interest on existing mortgage, if any, water, and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to reparate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those previously listed within this Agreement and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.
5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
6. Seller represents that the following, if not a common element, being the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.
7. If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.
9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.
10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
11. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form, if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
12. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
14. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
15. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
16. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
17. Seller shall remove from Premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
18. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.
19. Time is of the essence of this contract.
20. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
21. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.
22. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 on the front of this Contract a sum equal to 2% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy in paragraph 7 on the front of this Contract, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser. If either Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

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LAW OFFICES  
O'NEILL & BOCKELMAN

A PROFESSIONAL CORPORATION  
250 EAST ILLINOIS ROAD

C. WILLIAM BOCKELMAN, JR. P.C.  
ROBERT E. O'NEILL P.C.

LAKE FOREST, ILLINOIS 60045

FAX (847) 234-8790  
TELEPHONE (847) 234-4422

March 18, 2003

Via facsimile and U.S. mail

Mr. Allan Levin *ALAN S. LEVIN*  
124 N. Lake Shore Drive *29 S. LaSalle #300*  
Suite 720  
Chicago, Illinois 60603

Re: *Naczilowycz to Vacala*  
1212 N. Lake Shore Drive, #32AS, Chicago

Dear Mr. Levin:

We represent Charles Vacala regarding the purchase of the above property pursuant to the Real Estate Contract accepted March 8, 2003. That Contract includes an attorney approval provision and an inspection contingency.

Concerning the attorney approval, we are requesting an extension through 5:00 p.m. on March 21, 2003. The real estate broker is attempting to secure the right to use three parking spaces for large vehicles and one for a motorcycle. Our client requires that this Contract be contingent upon his ability to secure these spaces, and we won't have that answer until later in the week. Hence the request for the extension.

Additionally, we need your agreement to participate in a Starker 1031 Exchange, if a closing occurs.

Concerning the inspection, our client indicates that there are two (2) missing screen doors; five (5) warped interior doors; cracked molding throughout the unit; cracked tile in the kitchen and hall; and two (2) warped vanity doors in the master bath. Our client requests that the vanity doors and the warped interior doors be replaced prior to closing.

If you are in agreement with the above, please indicate that by signing and returning a copy of this letter.

Very truly yours,  
O'NEILL & BOCKELMAN, P.C.

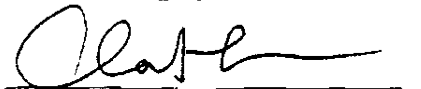


By: Robert E. O'Neill

REO:kl

Cc: Mr. Charles Vacala  
Ms. Jennifer Bennett - Koenig & Srey

Agreed to this 18<sup>TH</sup> day of March, 2003.



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## LAW OFFICES O'NEILL & BOCKELMAN

A PROFESSIONAL CORPORATION

250 EAST ILLINOIS ROAD

LAKE FOREST, ILLINOIS 60045

C WILLIAM BOCKELMAN, ILL. P.C.  
ROBERT E. O'NEILL, P.C.

FAX (847) 234-8790  
TELEPHONE (847) 234-4422

March 21, 2003

Via facsimile and U.S. mail

Mr. Alan S. Levin  
29 S. LaSalle Street  
Suite 300  
Chicago, Illinois 60607

Re: Nadzikewycz & Vacala  
1212 N. Lake Shore Drive, #32AS, Chicago

Dear Mr. Levin:

We represent Charles Vacala regarding the purchase of the above property pursuant to the Real Estate Contract accepted March 8, 2003. That Contract includes an attorney approval provision and an inspection contingency.

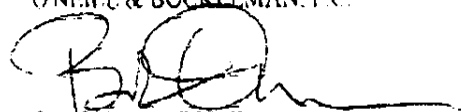
Concerning the attorney approval, we are requesting an extension through 5:00 p.m. on March 25, 2003. The real estate broker is attempting to secure the right to use three parking spaces for large vehicles and one for a motorcycle. Our client requires that this Contract be contingent upon his ability to secure these spaces, and we won't have that answer until later in the week. Hence the request for the extension.

Additionally, we need your agreement to participate in a Starker/1031 Exchange, if a closing occurs.

Concerning the inspection, our client indicates that there are two (2) missing screen doors; five (5) warped interior doors; cracked molding throughout the unit; cracked tile in the kitchen and hall; and two (2) warped vanity doors in the master bath. Our client requests that the vanity doors and the warped interior doors be replaced prior to closing.

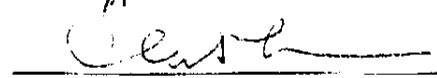
If you are in agreement with the above, please indicate that by signing and returning a copy of this letter.

Very truly yours,  
O'NEILL & BOCKELMAN, P.C.

  
By: Robert E. O'Neill

REO:kf  
Cc: Mr. Charles Vacala  
Ms. Jennifer Bennett Koenig & Strey

EXTENSION  
Agreed to this 21<sup>st</sup> day of March, 2003.





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LAW OFFICES  
**O'NEILL & BOCKELMAN**

A PROFESSIONAL CORPORATION

C. WILLIAM BOCKELMAN, JR., P.C.  
ROBERT E. O'NEILL, P.C.

250 EAST ILLINOIS ROAD  
LAKE FOREST, ILLINOIS 60045

FAX (847) 234-8790  
TELEPHONE (847) 234-4432

March 25, 2003

**Via facsimile and U.S. mail**

Mr. Alan S. Levin  
29 S. LaSalle Street  
Suite 300  
Chicago, Illinois 60603

**Re: Nadzikwicz to Vacala  
1212 N. Lake Shore Drive, #32AS, Chicago**

Dear Mr. Levin:

We represent Charles Vacala regarding the purchase of the above property pursuant to the Real Estate Contract accepted March 8, 2003. That Contract includes an attorney approval provision and an inspection contingency.

Your clients have agreed to reduce the sale price \$10,000 as a credit for the parking spaces identified in my March 21, 2003 letter to you.

Additionally, we need your agreement to participate in a Starker 1031 Exchange, if a closing occurs.

Concerning the inspection, our client indicates that there are two (2) missing screen doors; five (5) warped interior doors; cracked molding throughout the unit; cracked tile in the kitchen and hall; and two (2) warped vanity doors in the master bath. Our client requests that the vanity doors and the warped interior doors be replaced prior to closing.

If you are in agreement with the above, please indicate that by signing and returning a copy of this letter.

Very truly yours,  
O'NEILL & BOCKELMAN, P.C.

  
By: Robert E. O'Neill

REO:kf

Cc: Mr. Charles Vacala  
Ms. Jennifer Bennett - Koenig & Stuey

Agreed to this 25 day of March, 2003.



# UNOFFICIAL COPY

LAW OFFICES OF  
**ALAN S. LEVIN & ASSOC., LTD.**

29 South LaSalle  
Suite 300  
Chicago, IL 60603

Tel: (312) 782-2801  
Fax: (312) 782-2039

May 7, 2003

Robert O'Neill  
Via facsimile: 847/234-8790

**Re: Nadzikewycz to Vacala  
1212 N. Lake Shore Drive  
Unit 32AS  
Chicago, Illinois (the "Property")**

Dear Mr. O'Neill:

Pursuant to our conversations regarding the above transaction, this will confirm that the contract for the sale/purchase of the Property having been amended by your letter of March 25, 2003 is further amended as follows:

- A. Closing shall occur at 8:30 a.m. on May 15, 2003 at Chicago Title Insurance Company, 161 N. Clark, Chicago, Illinois.
- B. In lieu of the replacement of the vanity doors (March 25, 2003 letter), Purchaser shall receive a \$2,500.00 credit at closing; a copy of my clients' Proposal is enclosed.
- C. At closing, Purchaser shall receive an additional credit in the sum of \$7,568.56, which sum represents 50% of the special assessment on the Property.

If the above meets with your approval and understanding, please return a signed copy of this letter. Thank you for your cooperation.

Very truly yours,



Alan S. Levin

ASL:map

AGREED:  
Purchaser

by: 

# UNOFFICIAL COPY

## CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA8387057 F1

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

UNIT NO. 32A-S AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

BEGINNING FOR THE SAME AT THE POINT WHERE THE WEST LINE OF LAKE SHORE DRIVE (200 FEET WIDE) INTERSECTS WITH THE SOUTH LINE OF SCOTT STREET (66 FEET WIDE) AND RUNNING THENCE ALONG THE WEST LINE OF LAKE SHORE DRIVE SOUTH 192 FEET 2 1/8TH INCHES; THENCE NORTH AT AN ANGLE OF 88 DEGREES 17 MINUTES WEST 122 FEET 9 1/2 INCHES TO THE EAST LINE OF STONE STREET (66 FEET WIDE); THENCE ALONG THE EAST LINE OF STONE STREET NORTH 192 FEET 1 3/4THS INCHES TO THE SOUTH LINE OF SCOTT STREET AFORESAID; AND THENCE ALONG THE SOUTH LINE OF SCOTT STREET EAST 117 FEET 1 3/4THS INCHES TO THE POINT OF BEGINNING BEING ALL OF LOTS NUMBERED 1 AND 2 IN LAWRENCE AND SYMONS' SUBDIVISION OF LOTS 1 AND 2 AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO THE SOUTH 25 FEET OF LOT 3 ALL OF LOT 4 AND THE NORTH 32 FEET OF LOT 5 ALL IN BLOCK 8 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO AFORESAID AND ALL LAND DERIVED BY WAY OF ACCRETION OR OTHERWISE LYING EAST OF THE EAST LINE OF SAID LOTS AS ORIGINALLY SUBDIVIDED AND WEST OF THE WEST LINE OF LAKE SHORE DRIVE AS NOW ESTABLISHED ALL SITUATED IN THE CITY OF CHICAGO IN COOK COUNTY, ILLINOIS IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 36853 RECORDED IN THE OFFICE TO RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 20892901 AND AS AMENDED TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS ALL IN COOK COUNTY, ILLINOIS

Property Address: 1212 N. Lakeshore Drive, #32AS, Chicago, Illinois

PIN: 17-03-114-003-1166

