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RESIDENTIAL REAL ESTATE CONTRACT (PAGE 1 OF 4)



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

2 Buyer: Miguel Lemus Seller(s): OWNER OF RECORD
(Please Print) (Please Print)

3 THE REAL ESTATE: (a) A Estate shall be defined to include the real estate and all improvements thereon. Seller agrees to convey to Buyer the real estate as designated
4 grantee; the Real Estate will be approximately lot size or acreage of 2.5465

5 commonly known as: 2504 S. TRUMBULL Chicago IL 60623
6 CHICAGO Address City State Zip
7 Unit # (if applicable) 2 UNITS Permanent Index Number(s) of Real Estate 16202220010000
8 County

9 FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating
10 condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical and plumbing systems together with the
11 following items of personal property by Bill of Sale: (Check or uncheck as applicable items)

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> All-Ticked Down Carpets | <input checked="" type="checkbox"/> Fireplace Stoves (Wood/Grates) | <input checked="" type="checkbox"/> Central Air Conditioning |
| <input checked="" type="checkbox"/> Overstaircase | <input checked="" type="checkbox"/> All Window Treatments at Windows | <input checked="" type="checkbox"/> Existing Glass Top | <input checked="" type="checkbox"/> Exhaust or Range Air Filter |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Built-in or Attached Shelving | <input checked="" type="checkbox"/> Existing Shutters & Screens | <input checked="" type="checkbox"/> Central Humidifier |
| <input checked="" type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Security Systems | <input checked="" type="checkbox"/> Sump Pumps |
| <input checked="" type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input checked="" type="checkbox"/> Intercom System | <input checked="" type="checkbox"/> Water Softener (owned) |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> TV Antenna System | <input checked="" type="checkbox"/> Central Vac. & Equipment | <input checked="" type="checkbox"/> Onions/Sheet |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Window Air Conditioner(s) | <input checked="" type="checkbox"/> Electronic Garage Door Opener(s) | <input checked="" type="checkbox"/> Attached Gas Grill |
| <input checked="" type="checkbox"/> Subtitle Distribution | <input checked="" type="checkbox"/> All Potted Vegetation | <input checked="" type="checkbox"/> with <u>RF</u> Transmitters | <input checked="" type="checkbox"/> Eight fixtures, as they exist |
| <input checked="" type="checkbox"/> Other Items Included: | <input checked="" type="checkbox"/> In-slab Fireplaces | <input checked="" type="checkbox"/> Three Warranty | |

22 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except:
23 Items NOT Included: None
24 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except:
25 condition, if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

26 PURCHASE PRICE: Purchase price of \$ 145,000.00 shall be paid as follows:
27 Initial earnest money of \$ 20,000.00 by (check) cash or (check) due on 1/15/2003 to be increased to a total of
28 \$ 20,000.00. The earnest money and the original of this Contract shall be held by the Listing Company as
29 "Escrow" for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at closing by wire transfer of funds to
30 Seller's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

31 ACCEPTANCE: Seller's earnest money shall be returned and this offer shall be void if not accepted on or before 1/15/2003
32 MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey
33 or matters relating to the property) on or before March 26th 2003 for a 30 (type) loan of
34 \$ 125,000.00 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (annual
35 rate, if applicable) shall not exceed 6.25% per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not
36 to exceed 2% of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed 2% of the loan amount. These fees/prorations committed
37 to by Buyer shall be applied. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If FHA/VA, refer to
38 Paragraph #38 for additional provisions.) Buyer (check one) will will not lock in the interest rate at the time of loan application. Buyer shall make written loan
39 application within seven (7) calendar days after the Date of Acceptance. FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CON-
40 TRACT. If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract
41 shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrow. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE
42 TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE
43 AND EFFECT, UNLESS OTHERWISE PROVIDED HEREIN. THIS CONTRACT SHALL NOT BE CONTINGENT UPON THE SALE AND/OR CLOSING OF
44 BUYER'S EXISTING REAL ESTATE. A CONDITION OF THE MORTGAGE COMMITMENT CONDITIONAL FOR THE PURPOSE OF THIS PARAGRAPH. IF SELLER AT SELLER'S
45 OPTION AND EXPENSE WITHIN THIRTY (30) DAYS AFTER BUYER'S NOTICE, PROCURES FOR BUYER SUCH COMMITMENT OR NOTIFIES
46 BUYER THAT SELLER WILL ACCEPT A PURCHASE MONEY MORTGAGE WITHIN FIVE (5) BUSINESS DAYS AFTER BUYER'S NOTICE OF SELLER'S
47 FORCE AND EFFECT. IN SUCH EVENT, SELLER SHALL NOT BE OBLIGATED TO OBTAIN SUCH FINANCING, AND BUYER SHALL FURNISH TO SELLER OR LENDER ALL REQUESTED INFORMATION
48 ELECTION TO PROVIDE OR OBTAIN SUCH FINANCING, AND BUYER SHALL FURNISH TO SELLER OR LENDER ALL REQUESTED INFORMATION
49 AND SHALL SIGN ALL PAPERS NECESSARY TO OBTAIN THE MORTGAGE COMMITMENT AND TO CLOSE THE LOAN.

50 CLOSING: Closing or escrow payout shall be on 2/15/2003 at such time as mutually agreed upon by the Parties, in writing. This sale
51 shall be closed at the title company escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.
52 POSSESSION: Possession shall be deemed to have been delivered when Seller has vacated all premises and delivered keys to premises to Buyer or to Listing Office
53 Seller shall deliver possession to Buyer (check only one):
54 (a) at the time of closing:
55 (b) on completion of the following: (Do not complete the following unless possession is not to be delivered at closing.)
56 (c) by 1:59 PM on 2/15/2003 at 2504 S. Trumbull (if the Real Estate has been closed, in any event possession is not to be delivered at closing. Seller agrees to pay an
57 closing fee of \$ 750.00 per day to Buyer for use and occupancy from and including the day after closing to and including the possession date
58 specified above, regardless of whether possession is delivered prior to the possession date. (See Paragraph #47.)

59 RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer (check one) has not received a completed Illinois
60 Residential Real Property Disclosure Report; (check one) has not received the Lead-Based Paint Disclosure
61 Home; (check one) has not received a Lead-Based Paint Disclosure
62 DISCLOSURES: Prorations shall include, without limitation, rents and deposits (if any) from tenants, utilities, water and sewer, homeowner's or condominium
63 association fees. Seller represents that as of the Date of Acceptance, if an environmental or association confirmed prior to Date of Acceptance. The general Real Estate taxes shall be
64 agreed to pay prior to or at closing based on 110 % of the most recent ascertainable full year tax bill. All prorations shall be final as of closing, except as
65 provided in a separate addendum.
66 PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS set forth on the following pages and initiated by the Parties
67 which are contained on the preceding pages and the following attachments, if any.

68 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED

69 Date of Closing: February 26th 2003
70 Date of Acceptance: 3-1-03

71 Buyer Signature: Miguel Lemus Social Security No. _____
72 Seller Signature: Margaret Moore Social Security No. _____
73 Print Seller(s) Name(s): _____
74 Address: _____
75 City: _____ State: _____ Zip: _____
76 Phone Number(s): _____

77 Seller's Agent: Adriana Real Estate License No. 4112
78 Seller's Attorney: Adriana Moore License No. 4112
79 Address: _____
80 City: _____ State: _____ Zip: _____
81 Phone No. (incl. area code): (773) 346-2223 Fax No. 346-2226
82 Buyer's Attorney: _____
83 Address: _____
84 City: _____ State: _____ Zip: _____
85 Phone No. (incl. area code): _____ Fax No. _____

86 Access Allowed: Adriana Moore License No. 4112
87 Address: _____
88 City: _____ State: _____ Zip: _____
89 Phone No. (incl. area code): _____ Fax No. _____

90 Access Allowed: Adriana Moore License No. 4112
91 Address: _____
92 City: _____ State: _____ Zip: _____
93 Phone No. (incl. area code): _____ Fax No. _____

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109 Phone No. (incl. area code): _____ Fax No. _____

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113 Phone No. (incl. area code): _____ Fax No. _____

114 Access Allowed: Adriana Moore License No. 4112
115 Address: _____
116 City: _____ State: _____ Zip: _____
117 Phone No. (incl. area code): _____ Fax No. _____

118 Access Allowed: Adriana Moore License No. 4112
119 Address: _____
120 City: _____ State: _____ Zip: _____
121 Phone No. (incl. area code): _____ Fax No. _____

MLL
JK



Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 07/16/2003 11:49 AM Pg: 1 of 3

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Illinois Association of REALTORS® 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: 2504 S. TRUMBULL
City, State & Zip Code: CHICAGO, ILLINOIS 60616
Seller's Name: JOSE LUIS GARCIA & MARCELA GARCIA

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 2-22-03 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 on 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 buyers 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 mechanical/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 of or 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 of or 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 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.

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: Jose Luis Garcia Date: 2-22-03
Seller: Marcela Garcia Date: 2-22-03

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: Miguel Zamora Date: 3/3/03
Prospective Buyer: Jaime Jome Date: _____ Time: _____

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THE SOUTH 18 FEET OF LOT 2 AND THE NORTH 18 FEET OF LOT 3 IN
CURTIS SUBDIVISION OF LOT 63, 66, 71, 74, AND 79 IN JOY AND FRISBIE
SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4
OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 16-26-226-018-0000

Mail to:

Glenn Chertkow
1525 E. 53rd St
Chicago, IL 60615

Property of Cook County Clerk's Office