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Eugene "Gene" Moore Fee: \$100.00
Cook County Recorder of Deeds
Date: 07/21/2003 10:27 AM Pg: 1 of 39

MAIL TO:)
)
Ezgur, Wallach & Braun, P.C.)
217 North Jefferson St.)
5th Floor)
Chicago, IL 60661)

GIT 4322798 HOMER
+5

REAL ESTATE CONTRACT

ATTACHED HERETO IS THE CONTRACT FOR THE PURCHASE OF

1325-33 WEST NORTHSORE, CHICAGO, ILLINOIS 60626

1617-27 WEST FARGO, CHICAGO, ILLINOIS 60626

Entered into the 31 day of March, 2003, by and between Owner of Record (Harris Trust and Savings Bank under trust number 47398 dated April 1st, 1986 and Harris Trust and Savings Bank under trust number 94869 dated March 5th, 1991 and (Sellers), and P & A, LLC and Turnberry Acquisitions, LLC, or their assigns, (RP2 Real Estate, LLC) (Buyers). The property which is the subject of this Contract is described as follows:

See attached Legal Description

PIN: 11-32-312-007-0000
PIN: 11-30-414-005-0000

1325 - 33 West North Shore, Chicago, IL (Parcel 1)
1617 - 27 West Fargo, Chicago, IL (Parcel 2)

Signature of Gregory A. Braun
Gregory A. Braun,
Attorney for Buyers

Signature of Safia Khan
Safia Khan
Attorney for Seller

Prepared by: Ezgur Wallach & Braun, P.C., 217 North Jefferson St., 5th Floor, Chicago, IL 60661.

UNOFFICIAL COPY**REAL ESTATE SALE CONTRACT**

This Real Estate Sale Contract (referred to herein as "this Contract" or "this Agreement")

WJ
ML is dated as of March 3-31, 2003 by and between **P & A, LLC**, an Illinois limited liability corporation in formation & **Turnberry Acquisitions, LLC**, an Illinois Limited Liability Company, or their assigns (hereinafter referred to as "PURCHASER") and two Illinois land trusts identified on Exhibit A-1 attached hereto, which collectively are the **OWNER OF RECORD** (hereinafter referred to as "SELLER") with regard to two parcels of real property, each parcel improved by a multi-unit apartment building and each legally described as follows:

(SEE ATTACHED EXHIBIT A)

collectively hereinafter referred to as the "Property," each parcel located at the street addresses also listed on Exhibit A, all in Chicago, Illinois. PURCHASER'S purchase of the Property is subject to the following terms and conditions:

1. **Effective Date.** As used herein, the term "Effective Date" shall be 4-2-03. *WJ*
ML
2. **Purchase Price.** The Purchase Price shall be Five Million Three Hundred

Thousand Dollars (\$5,300,000.00), plus or minus prorations, payable all as hereinafter provided.

a. The Deposit, if any, in cash (and interest thereon), shall be applied against the cash portion of the Purchase Price on the Closing Date.

b. On the Closing Date, Purchaser shall in addition to The Deposit pay Five Million Dollars (\$5,000,000.00) the balance of the Purchase Price to escrowee, plus or minus prorations, as hereinafter provided.

(c) The purchase price for the Property shall be allocated in accordance with the values reasonably attributable to the components of the Property, as listed on Exhibit B hereto.

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3. **The Deposit.** The sum of \$300,000.00 shall be delivered within five days following completion of Purchaser's Due Diligence Period as hereinafter described. The Deposit shall be placed in escrow as provided in Paragraph 7 hereof and held as earnest money subject to the terms of this Agreement. At the time of closing (as hereinafter defined), The Deposit and all interest earned thereon shall be applied to the Purchase Price. In the event that the Contingencies under Paragraph 10 are not fulfilled, The Deposit and all interest earned shall be promptly refunded to PURCHASER which shall be PURCHASER'S sole remedy hereunder. If PURCHASER shall fail to close due to its own action, The Deposit and all such interest will be forfeited to the SELLER as liquidated damages and as SELLER'S sole remedy hereunder.

4. A. **Documents to be Produced by SELLER.**

On or before twenty (20) days after the Effective Date, SELLER will deliver to PURCHASER'S attorney each of the following:

- (1) A complete and reasonably detailed schedule of all equipment, appliances, furniture, furnishings, fixtures, supplies and other personalty owned by SELLER and attached or pertaining to, or otherwise used in connection with, all or any portion of the Property, all of which are and shall become a part of the sale contemplated hereunder and listed on Exhibit C hereto, and a schedule of any excluded personalty as also listed on Exhibit C;
- (2) A complete and reasonably detailed schedule of leases (rent roll) (the "Lease") in respect to the Property, together with copies of such leases, such rent roll to become Exhibit D hereto;
- (3) Operating reports (statements of income and expenses prepared on a cash basis) ("Operating Reports") for the Property (monthly, for each of the twelve calendar months through the month immediately preceding the date hereof, and monthly year-to-date through the month immediately preceding the date hereof);
- (4) Unaudited annual income and expense statements for the Property for the three (3) calendar years preceding the date hereof ("Income

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and Expense Statements”), which SELLER hereby represents are consistent with the reporting of the same on SELLER’S own books, records and tax returns;

- (5) A true, complete and reasonably detailed schedule of all management, service, supply and other contracts affecting the Property, together with copies of each thereof (“Service Contracts”);
- (6) Copies of all real estate tax bills, and notices of special assessments, if any, issued in respect to the Property for or during the three (3) calendar years immediately preceding the date hereof;
- (7) Copies of any notices of any violations cited by the City of Chicago with respect to the Property;
- (8) A schedule of employees of SELLER and also the property manager, if any, at each Property site; and
- (9) Copies of all documents previously placed of record with the Cook County Recorder with regard to each parcel constituting the Property and copies of all unrecorded documents, which materially affect the property.

B. **Survey.** At closing SELLER, at its own expense, agrees to furnish PURCHASER a current plat of survey of each of the buildings constituting the Property, certified by the surveyor in favor of PURCHASER, its title company and PURCHASER’S lender, if any, as having been made in compliance with the Illinois Land Survey Standards. Each survey shall show:

- (1) the parcel as being staked;
- (2) all rights of way;
- (3) all easements;
- (4) all building lines and setbacks; and
- (5) all building or structures.

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5. A. **Title Insurance.** No later than fifteen (15) days after the Effective Date, SELLER shall furnish or cause to be furnished to PURCHASER, at SELLER'S expense, a title commitment issued by Republic Title Company (the "Escrowee"), on its Form B with extended coverage in the base amount of Three Hundred Thousand Dollars (\$300,000.00) (to be increased to the Purchase Price at least ten (10) days prior to closing), subject only to the following "permitted exceptions":

- (a) Title exceptions pertaining to the liens or encumbrances of a definite or ascertainable amount, which shall be removed by payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due SELLER on the date of closing);
- (b) Acts done or suffered by, or judgments against PURCHASER, or those claiming by, through or under PURCHASER;
- (c) Building, zoning, and subdivision laws or ordinances of the City of Chicago or Cook County;
- (d) Installments of general real estate taxes for the second installment of 2002, and all installments for subsequent years which are not delinquent as of the date of the closing as hereinafter defined; and
- (e) Easements, covenants, conditions, and restrictions of record which do not substantially interfere with the PURCHASER'S proposed use for the Property.

If the title commitment discloses unpermitted exceptions, SELLER shall have twenty (20) days from the date of delivery thereof to have said exceptions waived or to have the title insurer commit to insure against any loss or damage that may be caused by such exceptions; and the closing date shall be delayed, if necessary, during said twenty (20) day period to allow SELLER time to have said exceptions waived. If SELLER fails to obtain a commitment for title insurance specified above as to such exceptions within the specified time, PURCHASER may

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terminate the Contract between the parties or may elect upon notice to SELLER within seven (7) days after the expiration of the twenty (20) day period to take the title as it then is, with the right to deduct liens or encumbrances of a definite or ascertainable amount from the Purchase Price. If PURCHASER terminates the Contract, the Contract between the parties shall become null and void, the Escrowee shall promptly return to PURCHASER The Deposit deposited by PURCHASER. From and after such termination, neither party shall have any further rights, duties, or obligations hereunder. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy.

B. At or prior to closing, SELLER shall deliver to PURCHASER UCC, judgment and tax lien searches covering the SELLER, showing no liens or other claims of third parties.

6. **Environmental Disclosures.** During the Due Diligence Period, PURCHASER may obtain a current Phase I, Hazardous Waste Study and if necessary, a Phase II Report, prepared by a firm acceptable to PURCHASER.

7. **Closing Date - Escrow.** Within 5 days following the Effective Date, the parties, through their respective attorneys, shall establish an escrow with the Escrowee through which the transaction contemplated hereby shall be closed. Upon opening of said escrow, PURCHASER shall cause to be deposited \$300,000.00 in accordance with Paragraph 3 above. The escrow instructions shall be in the form customarily used by the Escrowee with such special provisions added thereto as may be required to conform to the provisions of this Agreement. Said escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by said escrow. Part or all of the Purchase Price may be deposited pursuant to the terms of a separate money lender's escrow, the cost of which shall be borne by

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PURCHASER. The Closing shall take place 18 months or sooner by mutual agreement of the parties following the closing of Wolcott/Lunt, Jonquil/Greenview & Farwell/Greenview ("Three Building Closing"). If for any reason the Three Building Closing should fail to occur, this Contract shall be null and void.

8. **The Deed.** SELLER shall convey, or cause to be conveyed to the PURCHASER or its nominee by a recordable stamped Trustee's or Special Warranty Deed with release of homestead rights, good title to the Property subject only to the "permitted exceptions", if any, as defined in Paragraph 5 hereof.

9. **Access to Property.** From the Effective Date to the date of Closing, PURCHASER and its representatives shall be entitled to enter upon the Property to investigate all aspects of the Property, including without limitation, engineering studies, environmental audit, financing approval, and such other investigations as PURCHASER may desire to determine the suitability of the Property for PURCHASER'S intended use. PURCHASER shall indemnify and hold SELLER and its beneficiaries harmless from and against any and all physical damage to the Property caused by PURCHASER or any of PURCHASER'S agents resulting from PURCHASER'S investigation of the Property as described above, except as may be caused by the acts, omissions, or negligence of SELLER, and any all claims, suits, or liens arising from PURCHASER'S activities on the Property.

10. **Contingencies. Due Diligence Period.** PURCHASER shall have a period which shall begin on the Effective Date and expire 45 days thereafter ("Due Diligence Period") in which to determine that the Property is free from environmental matters and for PURCHASER

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to satisfy itself that it can obtain adequate financing in its sole discretion. If PURCHASER is unable to satisfy itself as to the above conditions in its sole discretion, PURCHASER may, at its sole option, terminate this Contract by written notice to SELLER prior to the expiration of the Due Diligence Period; and upon such termination by PURCHASER, the Escrowee shall promptly return to PURCHASER The Deposit by PURCHASER and all interest earned on said Deposit. However, in the event Purchaser is not satisfied with the environmental condition of the properties, Seller shall have the right, but not the obligation, to cure upon commercially reasonable terms. From and after such termination, neither party shall have any further rights, duties, or obligations hereunder except for PURCHASER'S obligations under Paragraph 9. If written notice of termination is not transmitted to SELLER on or before the expiration of such Due Diligence Period, the contingency contained in this paragraph shall be deemed waived.

SELLER agrees to cooperate with PURCHASER and to provide such documents in its possession and as PURCHASER may reasonably request in connection with the above stated investigation process, and further agrees to execute such documents that are commercially reasonably required in connection with the above stated proceedings, but SELLER'S actions hereunder shall be without cost to SELLER.

11. **Prorations.** General real estate taxes for the year during which closing occurs shall be prorated as of closing date on the basis of the 100% of the last ascertainable tax bill, to be re prorated when the actual real estate tax bills are received. At closing, SELLER will escrow 10% of such tax bill, to provide funds for such re proration. All interest earned on such escrow shall be the property of the SELLER. Rents and all other revenue relating to the Property, along

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with security deposits and the appropriate interest accrued thereon, shall be prorated as of the Closing. All utilities will also be prorated on a per diem basis. SELLER shall pay all state and county real estate transfer taxes and the PURCHASER shall pay the City of Chicago transfer taxes. The parties hereby agree to cooperate to minimize all transfer taxes.

12. **Performance.** This Contract may be terminated by either party by giving thirty (30) days written notice to the other party if such other party has materially breached any provisions of this Contract, provided, however, that if the party guilty of the breach cures such breach prior to the expiration of the thirty (30) day period, this Contract shall continue on in full force and effect. PURCHASER agrees to proceed in good faith and diligence in attempting to satisfy all contingencies. If the Contract is terminated because of any material breach of the Contract by SELLER, all earnest money plus interest shall be refunded to the PURCHASER immediately. If the Contract is terminated by PURCHASER for reasons other than the contingencies listed in Paragraph 10, then The Deposit shall be forfeited to the SELLER be retained by SELLER as liquidated damages and shall be SELLER'S sole remedy hereunder. Nothing contained herein should be deemed to enlarge the time for performance by either party or to affect the rights of either party to terminate as provided elsewhere in the Contract.

13. **Closing Documents.** At the time of closing, SELLER shall deliver a recordable special warranty deed or trustee's deed, all necessary transfer tax declarations, an affidavit of title, survey and such other documents as the title insurer, PURCHASER, or its attorneys may reasonably require in order to effectuate or further evidence the intent of this Agreement. SELLER will also deliver at the time of Closing the following documents:

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- (a) a bill of sale, transferring each item of personal property as listed on Exhibit C;
- (b) an assignment of all leases for the Property;
- (c) an assignment of all assignable warranties and guarantees affecting the Property;
- (d) an assignment of all security deposits, plus all interest accrued thereon as required by law or ordinance;
- (e) the originals of all Leases and Service Contracts;
- (f) notices of all tenants, in a form prepared by PURCHASER, directing that all future rent be paid to PURCHASER.
- (g) a FIRPTA certificate;
- (h) City of Chicago water department certificate; and
- (i) an assignment of all Service Contracts;

14. **Seller Representations.**

A. "As Is" Condition. PURCHASER acknowledges that the SELLER is selling the Property "AS IS, WHERE IS," and that SELLER makes no representations or warranties with regard to the physical condition of the Property; notwithstanding the foregoing, SELLER does represent and warrant that the heating system will be in good working order at each building of the Property as of the Closing Date.

B. Covenants, Representations and Warranties of SELLER. To induce PURCHASER to execute, deliver and perform this Agreement, SELLER covenants, represents and warrants to PURCHASER on and as of the date hereof and on and as of the Closing Date as follows:

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- (i) **Representations.** All representations and warranties of Seller appearing in the Contract and this Amendment are true and correct as of the date hereof;
- (ii) **Authority.** SELLER has the power and authority to sell, transfer, convey and deliver the Property to be sold and purchased hereunder and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of SELLER are duly authorized to sign same on behalf of SELLER and to bind SELLER;
- (iii) **No Breach.** The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of SELLER or any instrument to which SELLER is a party or by which SELLER or the Property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation;
- (iv) **Title.** At Closing hereunder, SELLER will have, and will convey and transfer to PURCHASER or its nominee, good, indefeasible and marketable title to the Property, subject only to the Permitted Exceptions;
- (v) **Leases.** As listed on Exhibit D hereto, a complete and correct list of all leases, tenancies, licenses and other rights occupancy or use (the "Lease") for all or any portion of the Property in effect on the date of this Agreement, setting forth, with respect to each, (i) the apartment number, (ii) the name of the tenant (or if the unit is vacant, a notation indicating the vacancy), (iii) the expiration of the date of the original term thereof and any right or option of any tenant to renew or extend the lease term, (iv) the monthly rents and other payments, if any, payable thereunder, (v) the amount of any unapplied security deposits and statutory interest thereunder, (vi) the amount and extent of any delinquencies, and (vii) the encumbrance of any brokerage or other commission incident thereto. A revised Exhibit to be designated Exhibit D-1 shall be certified by Seller to be true and correct as of the date of Closing, shall show the unapplied security deposits and accrued interest, and any advanced rents, as of the date of Closing, and shall be delivered to PURCHASER at Closing hereunder;

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- (vi) **Validity of Leases.** There are no leases, tenancies, licenses or other rights of occupancy or use for all or any portion of the Property other than as set forth in Exhibit D. Each of the Leases shown thereon is or will be valid and subsisting and in full force and effect, has not or will not have been amended, modified or supplemented other than as indicated thereon, and the tenant under each is or will be in actual possession of the leased premises. The copies of the Leases previously delivered or to be delivered by SELLER to PURCHASER or its agents for PURCHASER'S review are or will be true and complete copies thereof; no tenant under any of the Leases has asserted any claim of which SELLER has notice which would in any way affect the collection of rent from such tenant and SELLER knows of no default or breach on the part of the landlord (nor has SELLER received any notice thereof) under any of the Leases; and all paintings, repairs, alterations and other work required to be performed by the landlord under each of the Leases and all of the other obligations of a SELLER required to be performed thereunder have, except as expressly stated on Exhibit D, to the knowledge of SELLER, have been fully performed and paid for in full by SELLER;
- (vii) **Rents.** The rents and other income and charges set forth in Exhibit D are the actual rents, income and charges presently being collected by SELLER under the Leases, and except as otherwise noted, (i) the same have been actually received for the month immediately preceding the date of such Exhibit, and (ii) the same will have been actually received through and including the day immediately preceding the date of Closing hereunder. No apartment is occupied rent free or by any employee of SELLER except as disclosed. Any delinquent rents paid after closing will be paid over to SELLER promptly after their receipt. Except as expressly set forth, no tenant under any of the Leases is entitled to any purchase option, concessions, allowances, set-offs, rebates or refunds or has prepaid any rents or other charges for more than the current month; none of the Leases and none of the rents or other amounts payable thereunder have been assigned, pledged or encumbered; all of the Leases are free and clear of any right or interest of any real estate broker or any other person (whether or not such broker or other persons have negotiated the Leases or have contracted with the SELLER for the collection of rents thereunder); and no brokerage or leasing commission or other compensation is or will be due or payable to any person, firm

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corporation or other entity with respect to or on account of any of the Leases or any extensions or renewals thereof;

- (viii) **No Notice.** No written notice has been given to SELLER by any holder of any mortgage or deed of trust on the Property, by any insurance company which has issued a policy with respect to any of the Property, or by any board of fire underwriters (or other body exercising similar functions), any of which notices of claims any defect or deficiency or request the performance of any repairs, alterations or other work to the Property; and SELLER will comply with any such notice and complete all repairs, alterations or other work required in order to comply with such notice and to correct any such defect prior to Closing, at SELLER'S cost and expense, if such notice is received by SELLER prior to Closing hereunder;
- (ix) **Condemnation.** There is no pending condemnation, expropriation, eminent domain or similar proceeding affecting all or any portion of the Real Property, and SELLER has not received any written notice of any of the same and SELLER has no knowledge that any such proceeding is contemplated;
- (x) **No Options.** No tenant, licensee or other occupant under any of the Leases, and not other persons, firm, corporation or other entity, has (i) any right or option to acquire all of any portion of the Property; (ii) any life estate in or with respect to all or any portion of the Property, or (iii) any tenancy or other right of occupancy in or with respect to all or any portion of the Property having a duration, under the terms of the applicable Lease therefore, of longer than one calendar year from the commencement date thereof;
- (xi) **Equipment Leases.** There are no laundry equipment leases and no management, service, equipment, supply, maintenance or concession agreements with respect to or affecting all or any portion of the Property except as set forth in Exhibit E (the "Service Contracts"). There are no persons employed on-site by Seller, and no employed on-site by any SELLER'S property management company at the Property) (the "Property Manager), in connection with the management, operation or maintenance of all of any portion of the Property except as set forth in Exhibit E and all employees so listed are employees of the Property Manager and not of SELLER. To the knowledge of SELLER, are no defaults under any of the Service Contracts, and all of the Service Contracts

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are in good standing and in full force and effect. SELLER acknowledges and agrees PURCHASER shall have no liability whatsoever to employees of SELLER with respect to any employees benefit plans or programs, retirement plans, welfare benefits plans, plans maintained to provide workers compensation or unemployment benefits and practices for SELLER'S past or present employees, independent contractors or either of their beneficiaries or dependents, whether or not any of such employees are offered employment by, or become employees of PURCHASER. At PURCHASER'S request delivered to SELLER on or before Closing, SELLER shall terminate the Property Manager and any separate manager, if any, of any parking area comprising a portion of the Property, which termination shall be effective as of Closing;

- (xii) **Zoning.** To the best of SELLER'S knowledge, the zoning classification for the Real Property permits the present use of the Real Property for multifamily residential purposes and parking appurtenant thereto. SELLER has not received, and has no actual knowledge of the issuance of, any notices of any existing violations of any legal requirements. SELLER shall cure, at its sole cost and expense, prior to Closing or as soon thereafter as reasonably practical, any violation of which SELLER or PURCHASER receives written notice prior to the Closing from any governmental or quasi-governmental authority having jurisdiction over the Property;
- (xiii) **Special Assessments.** No portion of the Property is subject to or is affected by any special assessment or special taxing district whether or not there is presently a lien thereon and to the best of SELLER'S knowledge, no such assessment has been proposed. PURCHASER will be responsible only for the payment of any such assessment enacted on or after Closing, and SELLER will be responsible for the payment of any such assessment enacted prior to Closing;
- (xiv) **No Default.** No default or breach exists under any party wall agreement, covenants, conditions, restrictions, rights-of-way or easements, if any, affecting all or any portion of the Property which are to be performed or complied with by the owner of the Property;

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- (xv) **Litigation.** As of the date hereof and as of the date of Closing there is and will be no action, suit, or proceeding pending or, to the knowledge of SELLER, threatened against or affecting all or any portion of the Property, or any of the Leases, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality. If any such action, suit or proceeding is commenced after the date of Closing and if the same relates to or arises out of the ownership, management or operation of the Property prior to Closing, then Seller shall indemnify, defend and hold PURCHASER and its successors and assigns harmless from and against any and all loss, claim, cost, damage, expense and liability whatsoever, including attorneys' fees which any of said parties may suffer or incur as a result of such action, suit or proceeding;
- (xvi) **Value.** SELLER has no notice of any proposed change in the assessed valuation of all or any portion of the Property;
- (xvii) **Apartment Units.** Each such apartment unit is equipped with substantially the appliances, furnishings and other personalty described in Exhibit C;
- (xviii) **Personal Property.** All fixtures, articles of personal property and other Personalty included in and which are a part of this sale are now, and at Closing will be, owned by SELLER free and clear of any conditional bills of sale, chattel mortgages, security agreements or financing statements or other liens or security interests;
- (xvix) **Security Deposits.** All security deposits with respect to the Leases, have been received by SELLER and are now held by its Property Manager. No security deposits with respect to any of the Leases have been applied in accordance with the Leases or otherwise;
- (xx) **Compliance.** The improvements on the Property are presently used and operated in compliance with all registration requirements of the City of Chicago;

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- (xxi) **Utilities.** All water, sewer, gas electric, telephone and drainage facilities and all other utilities and public or quasi-public improvements upon or adjacent to the Land required by law or for the normal operation of the Property are installed, are connected under valid permits, and are in good working order, and adequate to service the Property and are paid in full; and
- (xxii) **Permits.** SELLER has obtained all licenses, permits, easements and rights-of-way, required from all governmental authorities having jurisdiction over the Property or from private parties to make use of utilities serving the Property and to insure vehicular and pedestrian ingress and egress to and from the Property.
- (xxiii) **Indemnity by Seller.** SELLER hereby agrees to indemnify, defend and hold PURCHASER harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and other litigation expenses) PURCHASER may suffer, sustain or incur as a result of any misrepresentation, or breach of warranty or agreement, made by SELLER under or in respect to this Agreement or any document or instrument executed or to be executed by or on behalf of SELLER pursuant to this Agreement or in furtherance of the transaction contemplated hereby.
- (xxiii) **Seller's Covenant.** SELLER shall notify PURCHASER promptly if SELLER becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of SELLER untrue in any material respect.
- (xxv) **Recertification.** Within 30 days prior to the Closing Date, SELLER shall recertify the above and update any of the documents requiring updating, included but not limited to title and leases. Any material changes to any documents recertified shall, upon PURCHASER'S sole discretion, render the Contract null and void and PURCHASER shall receive all earnest money with interest thereon.

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15. **Notices.** All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party given same, and the same to be served on the other party or his or its agent personally, by certified mail, return receipt requested, or by overnight courier, to the parties as follows:

If to PURCHASER: P & A, LLC
 360 East Randolph Street, Suite 2301
 Chicago, IL 60601
 Attention: Mr. Mark Greenberg

Turnberry Acquisitions, LLC
 217 N. Jefferson St., 5th Floor
 Chicago, IL 60661

with a copy to: David T. Wallach
 Ezgur Wallach & Braun
 217 N. Jefferson St., 5th Floor
 Chicago, IL 60661

If to Seller: Mr. Nick Fera
 Mr. Michael DalForso
 Chicago Building Consultants
 205 West Randolph Street, Suite 650
 Chicago, IL 60606

with a copy to: Kenneth H. Denberg, Esq.
 Michael Best & Friedrich, LLC
 401 North Michigan Avenue, Suite 1900
 Chicago, IL 60611

Notice shall be deemed received upon mailing or other transmittal.

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16. **Real Estate Commissions.** PURCHASER hereby represents it has dealt with Jameson Realty Group, a broker in the sale of Property and SELLER has dealt with Connie Abels of ReMax Northcoast Realty. Each party shall pay its own broker. Each party hereto hereby indemnifies and holds the other party harmless from and against any and all claims or causes of action with regard to any claims made by any other real estate broker or other party with regard to a commission or fee regarding this transaction.

17. **Operation of Property Pending Closing:** SELLER agrees that after the expiration of Due Diligence Period and prior to the Closing Date:

- (a) Except as may be provided to the contrary herein, the Property will continue to be operated and maintained substantially in accordance with present standards, including maintenance of all inventory levels and preparation of all vacant apartments for rental;
- (b) SELLER will not enter into any new Service Contracts, or cancel, modify or renew any existing Service Contracts, without the prior written consent of PURCHASER, which consent shall not be unreasonably withheld. SELLER shall comply with all applicable terms, provisions and obligations of SELLER contained in the Service Contracts and any other contractual arrangements referred to in this Agreement; and
- (c) SELLER shall not, without PURCHASER'S prior written consent, waive any monetary default under any Lease, or enter into any new lease for a vacant unit, unless such lease provides for a ninety (90) days cancellation clause in the event of sale of that particular apartment building or amend, extend, renew, supplement or modify any existing Lease (i) if the term of any new Lease or of any extended or renewed Lease is for a period greater than one year, or (ii) if the rental thereunder is less than, or any concession give the tenant thereunder are materially more burdensome on SELLER than those set forth for comparable units at the Property as reflected on Exhibit D.
- (d) Seller's 'AS IS' representation shall include that the two buildings will be in substantially similar condition on the Closing Date as on the Effective Date, normal wear and tear excepted. In the event during term of the Contract either of the buildings shall need capital improvements and said capital improvements shall be for

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improvements Purchaser would have otherwise made following the purchase, then Purchaser shall reimburse Seller for said improvement on the Closing Date. Seller and Purchaser shall mutually agree upon said improvements prior to commencement. In the event Seller and Purchaser shall not agree upon whether Purchaser would have otherwise made said improvements, the Parties agree to arbitrate their dispute.

18. **SELLER'S Indemnity.** SELLER agrees to indemnify, defend (with PURCHASER having the right to retain counsel for the purpose of participating in such defense, at its sole cost and expense) and hold PURCHASER harmless against and with respect to the following:

- (a) except to the extent that PURCHASER receives a credit therefore on the Closing Statement, any and all obligations, liabilities, claims, accounts, demands, liens or encumbrances, whether direct or contingent and no matter how arising, in any way related to the Property and arising or accruing on or before the Closing Date or from any claim or judgment under any lawsuit or proceeding filed or pending against the Property or any part thereof prior to the Closing Date and any costs or expenses (including reasonable attorneys' fees) heretofore or hereafter incurred in connection with any such lawsuit or proceeding;
- (b) any loss or damage to PURCHASER resulting from any inaccuracy in or breach of any representation or warranty of SELLER or resulting from any breach or default by SELLER of any obligation of SELLER under this Agreement; and
- (c) all costs and expenses, including reasonable attorneys' fees, related to any actions, suits or judgments incident to any of the foregoing.

19. **1031 Tax Deferred Exchange.** SELLER agrees to cooperate with PURCHASER in any 1031 tax deferred exchange.

20. **Memorandum Of Contract.** SELLER and PURCHASER shall execute a memorandum of Contract concerning this agreement to be recorded at the time of closing the Real Estate Sale Contract dated February , 2003 between three Illinois land Trusts as identified in Exhibit A-1 of that agreement and P&A LLC & Turnberry Acquisitions, LLC. The Memorandum of Contract is attached hereto as Exhibit G.

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19. **Counterparts.** This Contract may be executed by the respective parties in counterpart form.

IN WITNESS WHEREOF, PURCHASER has set its hand and seal this ___ day of _____, 2003.
PURCHASER:

P & A, LLC & Turnberry Acquisitions, LLC

BY: [Signature] TURNBERRY
Its Member

BY: [Signature] P & A
Its: Manager

AGREED TO AND ACCEPTED THIS ___ DAY OF _____

SELLER:

BY: [Signature]

Property of Cook County Clerk's Office

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19. **Counterparts.** This Contract may be executed by the respective parties in counterpart form.

IN WITNESS WHEREOF, PURCHASER has set its hand and seal this ___ day of _____, 2003.
PURCHASER:

P & A, LLC & Turnberry Acquisitions, LLC

BY: *[Signature]*, TURNBERRY
Its MEMBER

BY: *[Signature]*, PIA
Its: Manager

AGREED TO AND ACCEPTED THIS ___ DAY OF _____.

SELLER:

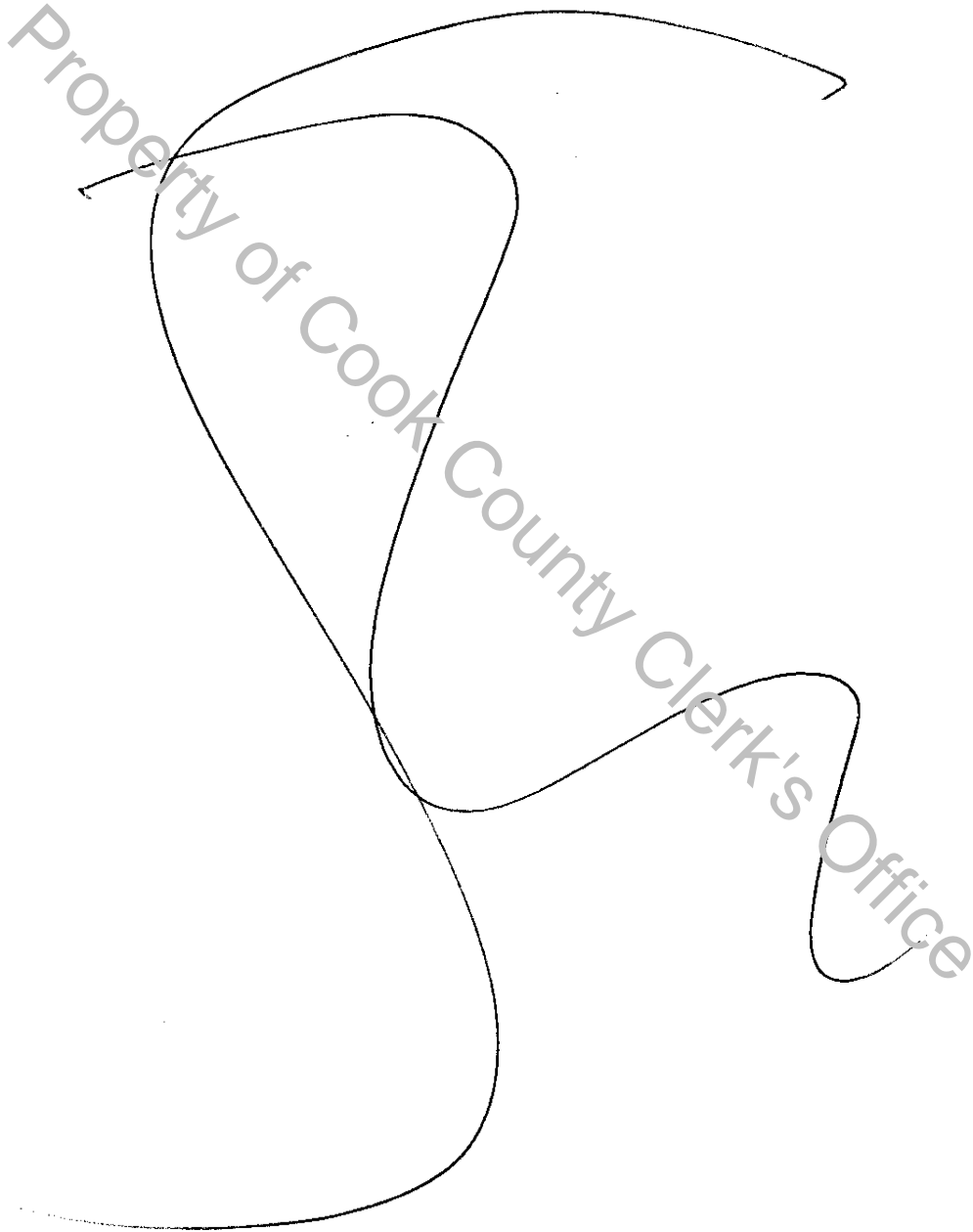
BY: *[Signature]*
[Signature]

Property of Cook County Clerk's Office

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EXHIBIT A-1

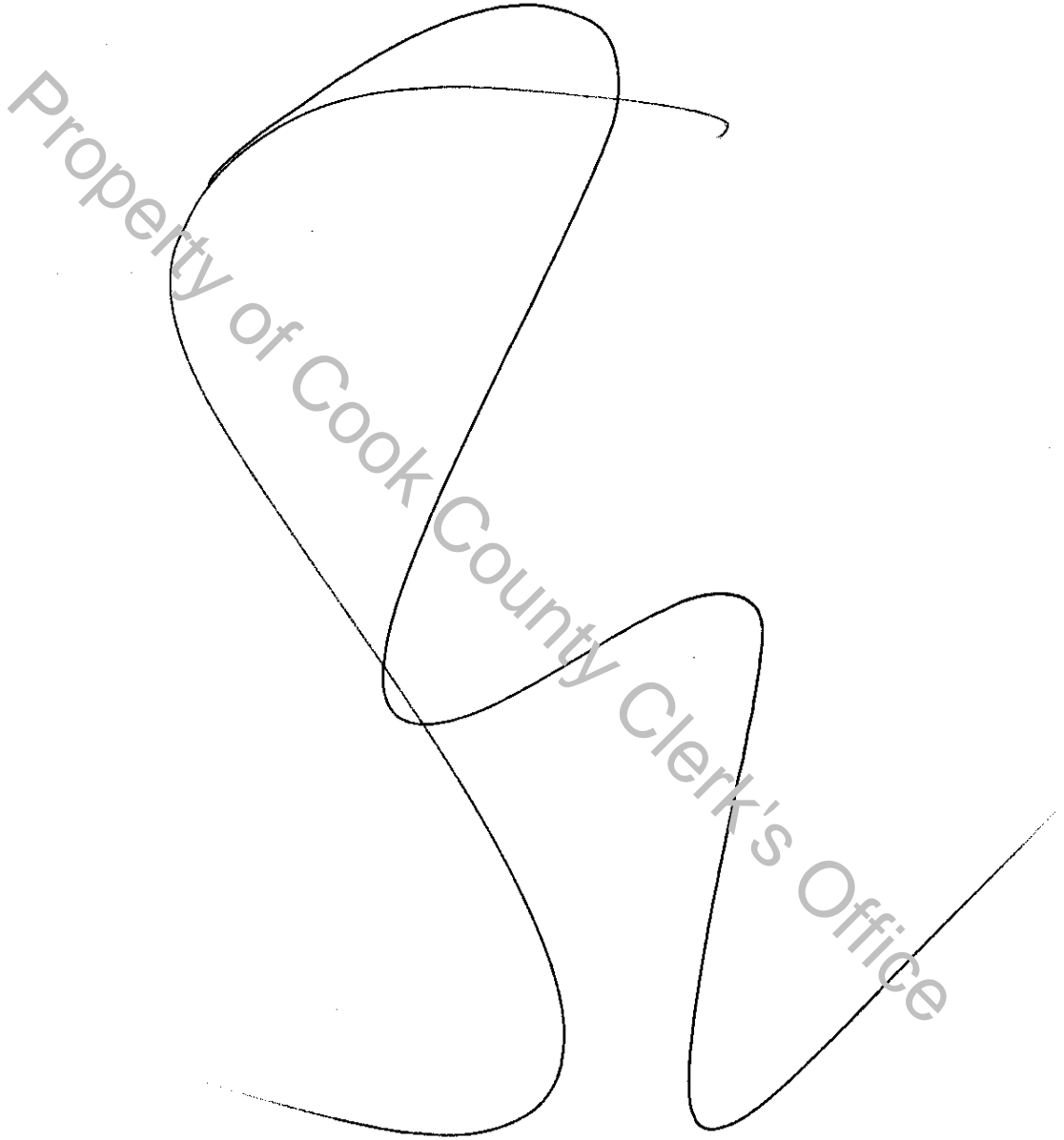
Listing of two land trust constituting the Property



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EXHIBIT A

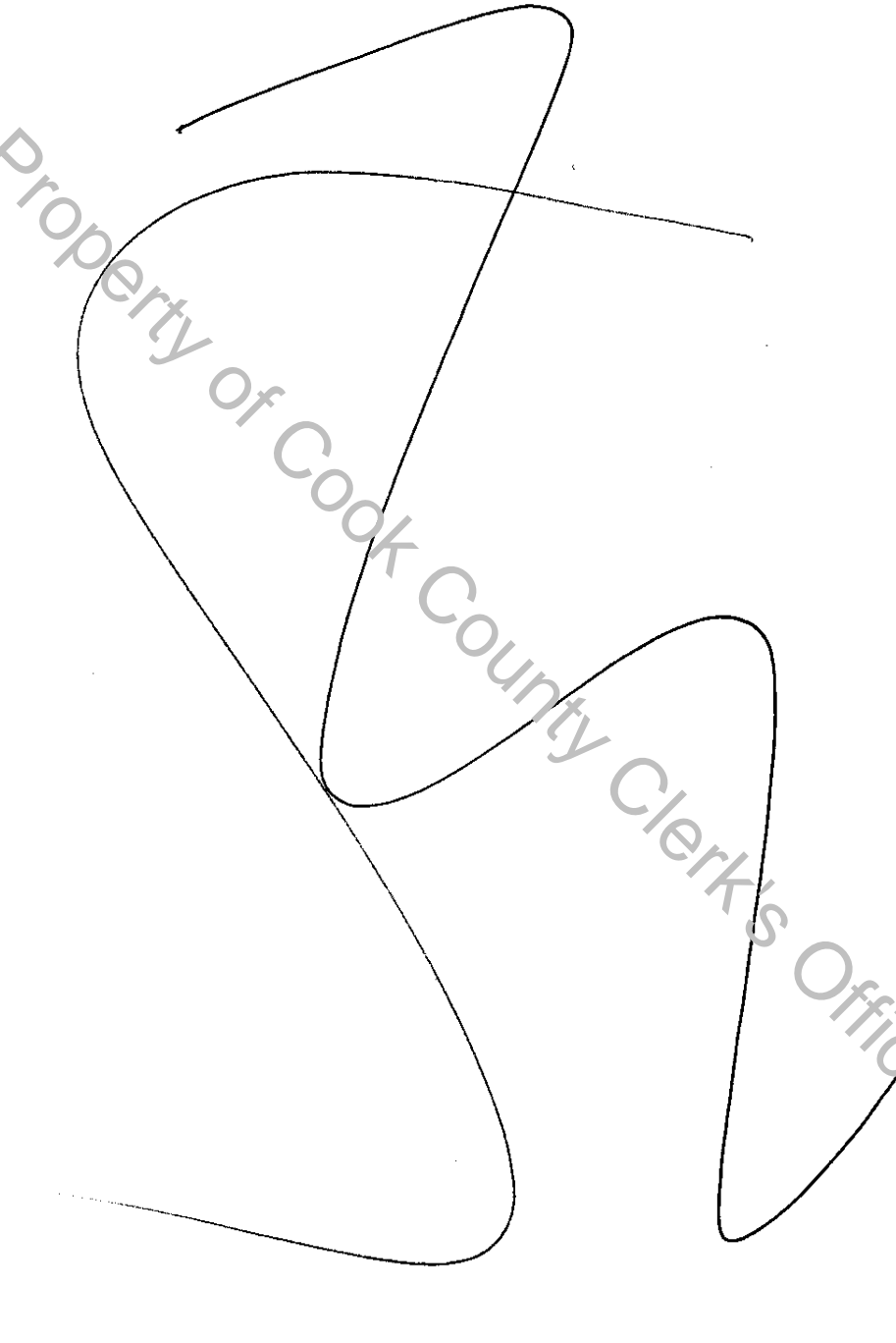
Legal Descriptions and Street Addresses for each building making up the Property.



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EXHIBIT B

Allocations



Property of Cook County Clerk's Office

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EXHIBIT C

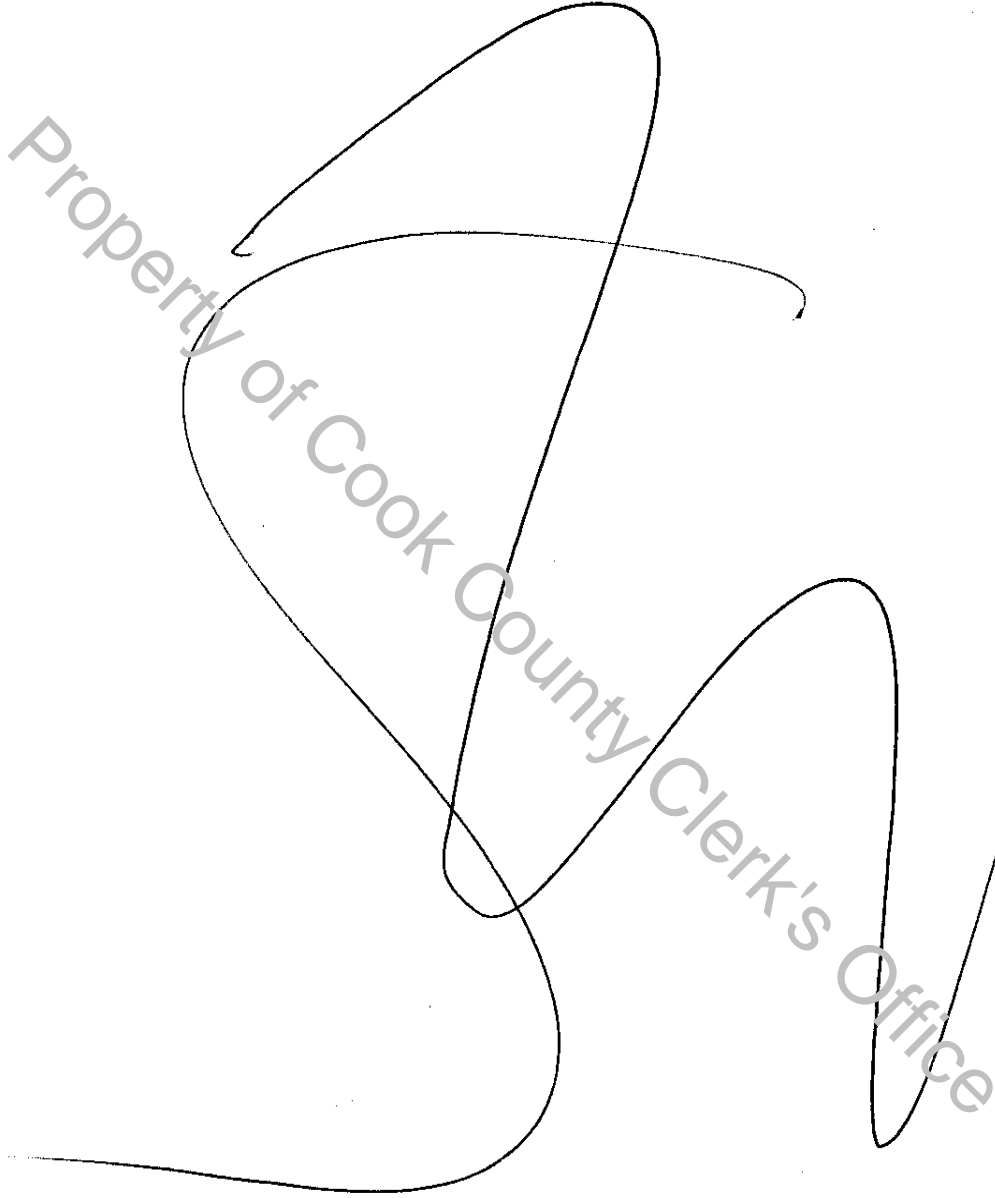
F, F, E itemization

Property of Cook County Clerk's Office

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EXHIBIT D

Rent rolls for each Building



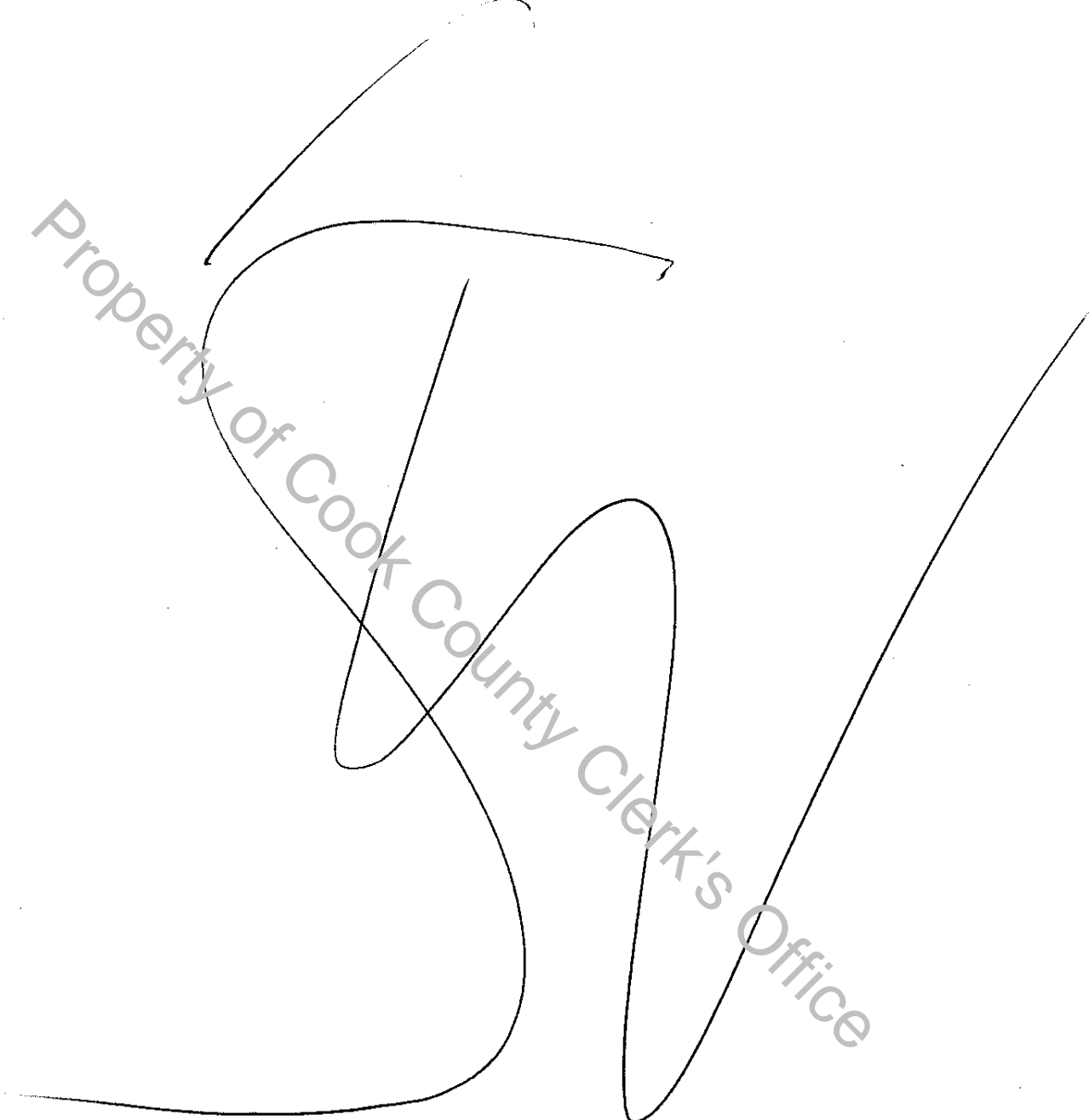
Property of Cook County Clerk's Office

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EXHIBIT E

Service Contracts

Property of Cook County Clerk's Office



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EXHIBIT F RIDER

DATED FEBRUARY , 2003 BY AND BETWEEN
Two Illinois Land Trusts Identified in Exhibit A-1 ("SELLER") & P&A LLC and Turnberry
Acquisitions, LLC ("PURCHASER")
FOR THE PROPERTY LOCATED IN COOK COUNTY, ILLINOIS

1. In the event of a conflict between the terms of the Contract and this Rider, the terms of this Rider shall govern.
2. Purchaser hereunder desires to exchange, for other property of like-kind and qualifying use, within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, fee title in the property which is the subject of this Contract. Purchaser expressly reserves the rights to assign its rights, but not its obligations, hereunder to **Cole Taylor Deferred Exchange Corporation**, as Qualified Intermediary, as provided in IRC Reg. 1.1031(k)-1(g)(4), on or before the relevant transfer of the property, as defined under State Law. All fees for the facilitation of the 1031 Tax Deferred Exchange, shall be paid by Purchaser.
3. This Rider may be executed in counterparts and facsimile signatures shall be treated as originals.

PURCHASER:

By it's

SELLER:

By it's

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EXHIBIT G MEMORANDUM OF CONTRACT

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EXHIBIT A-1

Listing of two land trusts constituting the Property

1. 1325-33 North Shore
Cole Taylor Bank, as Successor Trustee to Harris Trust and Savings Bank, as
Trustee under Trust Agreement dated April 7, 1986 and known as Trust No.
43561
PIN No. 11-32-312-007
2. 1617-27 W. Fargo
Cole Taylor Bank, as Successor Trustee to Harris Trust and Savings Bank, as
Trustee under Trust Agreement dated March 5, 1991 and known as Trust No.
94869
PIN No. 11-30-414-005

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EXHIBIT A

Legal Descriptions and Street Addresses for each building making up the Property

1. 1325-33 North Shore
LOTS 2 AND 3 IN BLOCK 6 IN NORTH SHORE BOULEVARD
SUBDIVISION, A SUBDIVISION OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$
(EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 32, TOWNSHIP
41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.
2. 1617-27 W. Fargo
LOTS 4 AND 5 IN BLOCK 2 IN F. H. DOLAND'S SUBDIVISION OF THE
EAST 414.5 FEET OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14
AND THE WEST 175 FEET OF SECTION 29, TOWNSHIP 41 NORTH,
RANGE 14 SOUTH OF THE INDIAN BOUNDARY LINE AND SOUTH OF
THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD AND
INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS/

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EXHIBIT C

F, F, E itemization

1. 1325-33 North Shore

Six (6) Washing Machines
Six (6) Dryers
Thirty-one (31) Stoves
Thirty-one (31) Refrigerators
Miscellaneous tools as exist therein

2. 1617-27 W. Fargo

Four (4) Washing Machines
Four (4) Dryers
Thirty-one (31) Stoves
Thirty-one (31) Refrigerators
Miscellaneous tools as exist therein

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EXHIBIT D

See Rent Rolls Attached

Property of Cook County Clerk's Office

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17/25/2002 3:44 PM

Residents Roll
NorthShore Apts/N&M Prt
As of 07/25/2002Loc ID# NR-SHOR NORTH SHORE APTS.
CHICAGO, IL 60626Management Co: D
3
C

Unit	Resident	Park	Charges	Last Increase	Deposit	Move In	
Space	Status		CT	Current	Date	Balance	
				Date	Amount	Interest	
						Move Out	
008S	7 MARLOT OMOYEMI C	70	720.00		CC 03/31/2002	1,445.00	0.00 08/01/2001
0A1F	7 MIKE DALFONSO C		0.00				03/31/2002
0A1W	7 JAMES WRENCHER C	70	900.00		CC 03/31/2002	1,050.00	0.00 09/01/2001
			50.00				
		Total	950.00				
0A2E	2 HENRY PALM C	70	950.00		CC 03/31/2002	995.00	0.00 04/01/2002
		71	50.00		CC 04/06/2002	55.00	0.00
		Total	950.00				
0A2W	1 ELLA FRAZIER C	70	860.00		CC 03/31/2002	1,010.00	0.00 09/01/2001
		71	100.00				
		Total	960.00				
0A3E	5 HARPER C	70	1,025.00		CC 04/30/2002	1,125.00	0.00 03/31/2002
0A3W	2 C TAN C	70	860.00		CC 03/31/2002	1,870.00	0.00 06/01/2002
		71	50.00				
		Total	910.00				
0B1E	1 JODI OLESEK C	70	825.00		CC 03/31/2002	500.00	0.00 04/01/2002
		71	50.00		CC 04/01/2002	15.00	0.00
		Total	875.00				
0B1W	3 J JOHNSON C	70	825.00		CC 03/31/2002	1,025.00	0.00 10/01/2001
		71	100.00				
		Total	925.00				
0B2E	8 E SEMARK C	70	825.00		CC 03/31/2002	975.00	0.00 12/01/2001
		71	50.00				
		Total	875.00				
0B2W	1 G LINDSAY	70	770.00		CC 03/31/2002	870.00	0.00 06/01/2002

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7/25/2002 3:44 PM

Residents Hall
NorthShore Apts/N&M Prt
As of 07/25/2002Loc ID#: NR-SHOR NORTH SHORE APTS.
CHICAGO, IL 60626Management Co: D
3
C

Unit	Resident	Park	Charges	Last Increase	Deposit	Move In		
Space	Status		CT	Current	Date	Balance	Interest	Move Out
002F	7 HARRIET THATCH		70	615.00	CC 03/31/2002	795.00	0.00	06/01/2002
	C		71	50.00				
			Total	695.00				
002W	5 K FRANKLIN		70	690.00	CC 03/31/2002	840.00	0.00	08/01/2001
	C		71	50.00				
			Total	740.00				
003E	1 MICHAEL SAFREED		70	690.00	CC 03/31/2002	806.00	0.00	10/01/2001
	C		71	50.00				
			Total	740.00				
003W	7 KEVIN MIKEL		70	650.00	CC 03/31/2002	750.00	0.00	08/01/2001
	C							
0E1E	5 BOLOS		70	900.00	CC 03/31/2002	1,050.00	0.00	01/01/2002
	C		71	50.00				
			Total	950.00				
0F1W	1 ZAYA		70	800.00	CC 03/31/2002	900.00	0.00	08/01/2001
	C							
0E2E	6 D MCKINNEY			0.00	CC 03/31/2002	880.00	0.00	03/01/2002
	P							
0E2W	7 FRANCO		70	800.00	CC 03/31/2002	900.00	0.00	06/01/2002
	C							
0E3E	7 NEWMAN		70	840.00	CC 03/31/2002	940.00	0.00	03/31/2002
	C		71	50.00				
			Total	890.00				
0F3W	6 MULLER		70	840.00	CC 03/31/2002	940.00	0.00	08/01/2001
	C							
Loc ID# Totals: # of Units:			31			27,068.00	0.00	
		70		21,690.00			0.00	
		VAC		770.00				

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1/25/2002 3:44 PM

Residents Roll

NorthShore Apts/N&M Prt

As of 01/25/2002

Loc ID#: NR-SHOR	NORTH SHORE APTS. CHICAGO, IL 60626	Management Co: D 3 C
------------------	----------------------------------------	----------------------------

Unit Resident Space Status	Park CT	Charges Current	Last Increase Date	Amount	Date	Deposit Balance	Interest	Move In Move Out
Project Totals: # of Units:		31				27,068.00	0.00	
70		21,690.00		0.00				
VAC		770.00						
71		1,000.00		0.00				
VAC		0.00						
Gross Charge Code		23,460.00		0.00				

Property of Cook County Clerk's Office

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07/25/2002 3:37 PM

Residents Roll
Fargo Apts/N&M Prt.
As of 07/25/2002

Loc ID#: WF-ARGO

FARGO APARTMENTS
CHICAGO, IL 60626Management Co: D
3
C

Unit Space	Resident Status	Park	Charges CT	Current	Last Increase Date	Amount	Deposit Date	Balance	Interest	Move In Move Out
171N	5 LUTICIA WHYTE C		70	870.00			CC 03/31/2002	970.00	0.00	09/01/2001
171S	9 ANTONIO LOPEZ C		70	625.00			CC 03/31/2002	725.00	0.00	08/01/2001
172N	5 MARGIE POWELL C		70	810.00			CC 03/31/2002	910.00	0.00	08/01/2001
172S	6 SPENCER BELL C		70	610.00			CC 03/31/2002	710.00	0.00	07/01/2002
173N	3 CAROLE MILLER C		70	870.00			CC 03/31/2002	118.00	0.00	04/01/2002
173S	2 MICHAL WAGNER C		70	580.00			CC 03/31/2002	670.00	0.00	03/01/2002
191N	1 D CONWAY C		70	550.00			CC 03/31/2002	650.00	0.00	01/01/2002
191S	3 JERRY LILIEDAHL C		70	600.00			CC 03/31/2002	700.00	0.00	09/01/2001
192N	6 THOMAS HALL C		70	550.00			CC 03/31/2002	650.00	0.00	09/01/2001
192S	9 C LILIEDAHL C		70	550.00			CC 03/31/2002	650.00	0.00	07/01/2002
193N	4 FATIMETU TOLLIVER C		70	550.00			CC 03/31/2002	650.00	0.00	05/01/2002
193S	3 LYNNE FOSTER C		70	600.00			CC 03/31/2002	700.00	0.00	04/01/2002
211E	01 ECHEVARRIA C		70	700.00			CC 04/01/2002 CC 04/30/2002	700.00 100.00	0.00	04/01/2002 0.00
212E	4 MARCELLA MELTON C		70	650.00			CC 03/31/2002	675.00	0.00	01/01/2002
213E	/ AMESQUITA C		70	660.00			CC 03/31/2002	760.00	0.00	06/01/2002

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Residents Roll
 Fargo Apts/H&M Prt.
 As of 07/25/2002

1/25/2002 3:37 PM

oc ID#: WF-ARGO

FARGO APARTMENTS
 CHICAGO, IL 60626

Management Co: D

3

C

Unit	Resident	Park	Charges	Last Increase	Deposit	Move In
Space	Status	CT	Current	Date	Balance	Interest
				Amount	Date	Move Out
231W	6 SUMMER WRIGHT C	70	680.00		CC 03/31/2002	1.385.00 0.00 02/01/2002
1623 W. FARGO	232W VACANT	70	640.00			
1623 W. FARGO	233W VACANT	70	530.00			
251N	4 NAVEED NAZIR C	70	570.00		CC 03/31/2002	1.015.00 0.00 06/01/2002
251S	7 CALVIN SOUTHWALL C	70	660.00		CC 03/31/2002	760.00 0.00 08/01/2001
252N	5 BOBBIE HARPER C	70	610.00		CC 03/31/2002	710.00 0.00 08/01/2001
252S	8 O ASHAYE C	70	610.00		CC 03/31/2002	710.00 0.00 07/01/2002
253N	5 DONNA WALKER C	70	630.00		CC 03/31/2002 CC 04/01/2002	700.00 0.00 04/01/2002 30.00 0.00
1625 W. FARGO	253S VACANT	70	630.00			
271N	5 ZEFERINO POZOS C	70	50.00			03/01/2002
271S	9 OLUROTIMJ OKE C	70	615.00		CC 03/31/2002	1.305.00 0.00 09/01/2001
272N	5 BARBEE THORNTON C	70	805.00		CC 03/31/2002	905.00 0.00 05/01/2002
272S	7 MARKUS WORSHIP C	70	630.00		CC 03/31/2002	1.280.00 0.00 11/01/2001
1627 W. FARGO	273N VACANT	70	810.00			
273S	8 SCOTT CURRY C	70	630.00		CC 03/31/2002 CC 04/06/2002	690.00 0.00 04/01/2002 40.00 0.00

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EXHIBIT C

F, F, E itemization

1. 1325-33 North Shore

Six (6) Washing Machines
Six (6) Dryers
Thirty-one (31) Stoves
Thirty-one (31) Refrigerators
Miscellaneous tools as exist therein

2. 1617 1/2 W. Fargo

Four (4) Washing Machines
Four (4) Dryers
Thirty-one (31) Stoves
Thirty-one (31) Refrigerators
Miscellaneous tools as exist therein

Property of Cook County Clerk's Office

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EXHIBIT D

See Rent Rolls Attached

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