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THIS DOCUMENT
PREPARED BY AND
MAIL TO:

GRIFFIN & GALLAGHER
10001 S. ROBERTS RD.
PALOS HILLS, IL 60457



Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 08/18/2003 03:28 PM Pg: 1 of 13

MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That on or about June 13, 2003, Anastacio Gonzalez, SELLERS, and Thomas Devine or Nominee, PURCHASER entered into a contract for the sale of the following described parcel of land:

LOT 7 IN BLOCK 2 OF FULLERTON'S ADDITION TO CHICAGO IN SECTION 31,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-31-207-008-0000 (PIQ)

P/A: 2336 LISTER, CHICAGO, ILLINOIS 60647

The copy of said contract attached hereto as Exhibit "A" is a true and correct copy of the original document.


JOHN C. GRIFFIN
ATTORNEY FOR PURCHASER

Subscribed and sworn to before me this 18th day of
August, 2003.


NOTARY PUBLIC



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TO: OWNER OF RECORD SELLER DATE: 6-4-03
 1 TO: 3326 LISTER (City) IL (State) 60647 (Zip)

2 I/We offer to purchase the property known as 3326 LISTER (Address)
 3 lot approximately 25 X 168 feet, together with improvements thereon.

- 4 **FEATURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:
 5 (check or enumerate applicable items)
- 6 T.V. Antenna
 - 7 Washer TEAR DOWN
 - 8 Refrigerator
 - 9 Dryer DOWN
 - 10 Oven/Range
 - 11 Microwave
 - 12 Dishwasher
 - 13 Trash compactor
 - 14 Window shades, attached shutters, draperies & curtains, hardware & other window treatments
 - 15 Security system (if not leased)
 - 16 Other items included: NO TO

- Central air conditioner
- Window air conditioner
- Electronic air filter
- Central humidifier
- Ceiling fan
- Existing storms & screens
- Electronic garage door(s) with remote unit(s)
- Fireplace screens and equipment
- Fireplace gas log
- Radiator covers
- All planted vegetation

17 Items excluded:
 18 1. Purchase Price \$ 320,000
 19 2. Initial earnest money \$ 10,000 in the form of Personal check shall be held by Clabart Co. (Escrowee) to be

20 increased to 10% of purchase price within 10 days of closing. Said initial earnest money shall be returned and this contract shall be void if not
 21 accepted by Seller on or before 6-10-03. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
 22 Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable to Purchaser at
 23 closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original
 24 of this contract shall be held by Listing Broker.

25 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):

- 26 (a) Cash, Cashier's check or Certified Check or any combination thereof.
- 27 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).
- 28 (c) CASH Contingency. This contract is contingent upon Purchaser securing by CASH (date) a written commitment for a fixed rate or an
 29 adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ _____ years, payable monthly, loan fee not to exceed
 30 rate if an adjustable rate mortgage) not to exceed _____ % per annum, amortized over _____ years. Purchaser
 31 shall pay for private mortgage insurance if required by lending institution. If the lender does not obtain such commitment, Purchaser shall notify Seller in writing by the address
 32 date. If Seller is not notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller
 33 is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending
 34 the closing date up to the same number of days. Said commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary
 35 documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and
 36 neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall
 37 not be liable for any sales commission.

38 If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9 or HUD Rider is hereby attached, as applicable.

39 (d) Purchase Money Note and Trust Deed or Article of Agreement for Deed (see Rider 10).
 40 (e) At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or
 41 any covenants, conditions, and restrictions of record, public and utility easements; existing leases and encumbrances; special governmental taxes or assessments for improvements not
 42 yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2002, and subsequent years; the mortgage or trust deed see
 43 forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 100% of the most recent ascertainable tax bill at closing.

44 6. Seller shall present to Purchaser a complete copy of all existing leases affecting the property and a rent roll within three (3) days of the date of this contract.
 45 7. Closing or escrow payment shall be on July 15, 2003 (except as provided in paragraph 8(c) above), provided title has been shown to be good or is accepted
 46 by Purchaser at the office of Purchaser's mortgagee or at 70 W. Jackson St. Chicago, IL 60604 provided this sale has been closed.

47 Seller agrees to surrender possession of said premises on July 15, 2003 per day for use and occupancy commencing the first day after closing up to and
 48 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the
 49 date possession is surrendered.

50 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser N/A per day for use and occupancy commencing the first day after closing up to and
 51 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the
 52 date possession is surrendered.
 53 (b) Possession Escrow. At closing, Seller shall deposit with Escrowee the sum equal to 2% of the purchase price to guarantee possession on
 54 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
 55 shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to
 56 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, or a amount to be paid out of escrow and the balance, if any, to be turned over to Seller and
 57 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
 58 escrow without the joint written direction of the Seller and Purchaser or their authorized agents. If either Seller or Buyer objects to the disposition of the possession escrow then the
 59 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
 60 agree that Escrowee may be reimbursed from the possession escrow for all costs and demands, including the payment of reasonable attorney's fees, costs and expenses.

61 A. Purchaser has received the Heat Disclosure NO No Lead Paint Disclosure NO and Zoning Certification NO.
 62 B. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

63 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such consent to,
 64 (Licensee) acting as a Dual Agent in providing brokerage services on behalf and specifically consent to Licensee acting as a
 65 Dual Agent in regard to the transaction referred to in this document.

66 Seller's initials _____ Buyer's initials _____
 67 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing
 68 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

69 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's compensation and
 70 dates, mutually acceptable to the parties. If within 10 days after acceptance of the Contract, it becomes evident a modification cannot be reached by the parties hereto
 71 regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null
 72 and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN
 73 THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND
 74 EFFECT.

75 13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection of wood-boring insects) and approval of the condition of the
 76 property by the Purchaser or Purchaser's agent, at Purchaser's expense, within _____ days from the date of acceptance of this Contract. Purchaser shall indemnify
 77 Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the
 78 condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon,
 79 Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint
 80 written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED
 81 WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

82 14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A
 83 PART HEREOF Home Rule

PURCHASER ADDRESS 10409 S. Lemay
 84 THOMAS DEWING 947946625 (City) IL (State) 60453 (Zip Code) (E-Mail)
 85 Print Name (Social Security #)

PURCHASER ADDRESS
 86 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

ACCEPTANCE OF CONTRACT BY SELLER
 87 This 13 day of June, 2003 I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this
 88 contract.

SELLER ADDRESS _____
 89 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

SELLER ADDRESS _____
 90 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

FOR INFORMATIONAL PURPOSES:
 91 Listing Office THE HABITAT CO Address _____ E-Mail _____
 92 Seller's Designated Agent Name TABIANA REA Phone (773) 677-7999
 93 Cooperating Office SAMB Address _____ E-Mail _____
 94 Buyer's Designated Agent Name _____ Phone _____

Mortgages _____
 95 Seller's Attorney PHILIP ROBERTAL (847) 677-5100 WK (847) 982-9386 FX
 96 Purchaser's Attorney LAWA MURPHY McINERNEY (708) 598-6713 FX



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PROVISIONS

1. Rent, interest on existing mortgages, and if any water, sewer, or other taxes, as applicable, and other items shall be prorated to date of closing. If property taxes are improved, but least available tax bill is on vacant land, parties herein agree to prorate taxes when bill is received and 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-order, 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 be reimbursed from the earnest money for all costs, including 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 and warrants that 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, and that the roof is free of leaks 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 building 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, either 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 execution 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. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
12. 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.
13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
15. 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.
16. 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.
17. 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. However, in 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.
18. Seller shall remove from premises by date of possession all debris and Seller's personal property not covered by Bill of Sale to Purchaser. However, in 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. 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.
20. Time is of the essence of this contract.
21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

CHI 894976 v4

23. Seller agrees that all documentation that has been provided is TRUE TO PRINT. *TD* / *Alb*

24. Purchaser will credit Seller *TD* \$7,000.00 at closing for tear down of property. *Alb*

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Rider 5 INTEREST BEARING ACCOUNT RIDER

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE SALE CONTRACT DATED 6:6 20 03 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 2336 LISTER AVE ILLINOIS, ENTERED INTO BY OWNER OF RECORD (SELLER) AND (PURCHASER).

It is agreed by and between the parties hereto that the total earnest money held in the amount of \$ _____ with regard to the above captioned contract shall bear interest for and be paid to the party listed on the W-9 form below.

Form W-9. Payer's Request for Taxpayer Identification Number.

Form W-9 (Rev. January 1993) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give this form to the requester. Do NOT send to IRS.	
Name (If joint owners, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions under "Name" if your name has changed.) <u>THOMAS DEVINE</u>					
Address (number and street) <u>10409 RIENARD APT 205</u>					
City, state, and ZIP code <u>ORLANDO, FL 32817</u>					
Part I Taxpayer identification number			Part II For Payees Exempt From Backup Withhold (See Instructions)		
Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How To Obtain a TIN, below.			Social security number <u>347946625</u>		
OR			Employer identification number		
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.			Requester's name and address (optional)		

Certification.—Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification instructions.—You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see Signing the Certification under Specific Instructions on page 2.)

Please Sign Here Signature: Thomas Devine Date: _____

(Dated) 7/6/03 (Dated) _____

(Purchaser) (Purchaser)

(Purchaser) (Purchaser)

REV 03/02

CH11 #06900 v2





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RIDER 6 FAX RIDER

This Rider is made a part of and incorporated into that certain Real Estate Contract dated 6.6
 20 03, for the sale of the property commonly known as 2336 LISTER CHG
 Illinois, entered into by OWNER OF RECORD (Seller)
 and THOMAS DEUINE (Purchaser).

The purpose of the RIDER shall be to permit the use of a facsimile machine (fax) in the negotiating of the contract for real estate described above to which this RIDER has been attached and made a part thereof. The parties agree to such use in the interest of expediency.

Therefore, the undersigned parties agree as follows:

1. For purposes of negotiating and finalizing this contract, any SIGNED document (including this RIDER) transmitted by FAX machine shall be treated in all manner and respects as an ORIGINAL document.
2. The signature of any party of any document transmitted by FAX machine shall be considered for these purposes as an ORIGINAL signature.
3. Any such FAX document shall be considered to have the same binding legal effect as an ORIGINAL document.
4. At the request of either party any FAX document subject to this RIDER shall be re-executed by both parties in an ORIGINAL form.
5. No party shall raise the use of a FAX machine as a defense to this Contract and shall forever waive such defense.

X Thomas Deuine
 Purchaser Date

Christina Gandy 6.13.03
 Seller Date

 Purchaser Date

 Seller Date



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THE HABITAT COMPANY
 BROKERAGE DIVISION
 1510 N. WELLS STREET, CHICAGO, IL 60610
 312.943.1515 • FAX 312.943.8031

WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

Indemnification of Broker. Seller/Buyer agrees to indemnify Broker and the Dual Agent and to hold them harmless on account of any and all loss, damage, cost or expense, including attorney's fees incurred by any of them arising out of this Agreement, or the collections of fees or commission on due Broker pursuant to the terms and conditions of the Agreement provided Broker or The Dual Agent is not at fault.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: Termy Davis CLIENT: Christina Gonzalez
 Date: 6/13/03 Date: 6.13.03
 LICENSEE: [Signature]
 Date: _____

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to
Satiana Rea
 (insert Licensee's name(s))

("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Seller-Client's initials: AG Seller-Client's initials: _____
 Buyer-Client's initials: TP Buyer-Client's initials: _____

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THE HABITAT COMPANY
BROKERAGE DIVISION
1510 N. WELLS STREET CHICAGO, IL 60610
312.943.1515 • FAX 312.943.6031

DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES:

- FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION;
- SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY;
- THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned Jatrina Rea
(insert name(s) of Licensee undertaking dual representation)

("Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property 2336 Ruston, Charlel Colat
(list address of property if known)

The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one part to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisory or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

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ASSOCIATION OF REALTORS®

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

PROPERTY IS A YEAR DOWN

Seller's Disclosure (initial) (All Sellers should initial)

AG (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

AG (b) Records and Reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial) (All Purchasers should initial)

____ (c) Purchaser has received copies of all information listed above.

____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

____ (e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards.
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial) (Seller's Designated Agent)

AG (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Orlando Gonzalez Date 6/13/03 Seller _____ Date / /

Purchaser Tommy Acuna Date 6/17/03 Purchaser _____ Date / /

Agent [Signature] Date / / Agent _____ Date / /

Location of Property 2336 LISTER City CHL State IL Zip Code 60647



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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 THIS 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: 2336 LISTER
City, State & Zip Code: CHG IL 60647
Seller's Name: ANASTASIO GONZALEZ

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 6-13-03 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 | |
|--|--------------------------|--------------------------|---|
| 1. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls or floors. |
| 7. <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 9. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the sink, tub, or water. |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary, sewer, or other disposal system. |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

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

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Anastasio Gonzalez Date: 6-13-03
Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT 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: Thomas Davila Date: 6/13/03 Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

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 DATE 8/7/03
 THE HABITAT COMPANY
 10408 METLAKS AVE., APT. 205
 OAK LAWN, IL 60453
 ONE THOUSAND
 \$1,000
 THOMAS DEVINE
 THE HABITAT COMPANY
 ONE THOUSAND
 \$1,000
 5302089801100317

Property of Cook County Clerk's Office

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JUN-18-03 12:10P

RIDER

RIDER ATTACHED HERETO AND MADE A PART OF A CONTRACT DATED JUNE 13 2003, BY AND BETWEEN A. GONZALEZ AS SELLER AND THOMAS DEVINE, OR NOMINEE AS PURCHASER FOR THE PROPERTY COMMONLY KNOWN AS

2116 LISTER CHICAGO, IL 60647

IF THE TERMS OF THIS RIDER CONFLICT WITH THE TERMS OF THE AFORESAID CONTRACT, THE TERMS OF THIS RIDER SHALL PREVAIL.

AG TD

R-1. The Seller will demolish the existing residence on or prior to July 31, 2003, and will deliver the property clear of all demolition debris on or prior to closing. The Purchaser shall pay ~~17,000.00~~ 10,000.00, in addition to the Purchase Price, at closing, for and in consideration of Seller demolishing the existing residence and clearing the property of all demolition debris.

R-2. Seller agrees to arrange to leave the subject property in a clean condition graded to the approved plans of the appropriate governmental entity. All refuse and excess soil shall be removed from the property at Seller's expense before the date of closing.

R-3. Paragraph 2, line 20 shall be amended to delete "7 days after attorney acceptance" and to insert "within 3 business days after final Contract and Rider acceptance."

R-4. Prior to closing Purchaser to order a plat of survey not more than six (6) months old indicating the following:

AG TD

- a. The agreed lot size being 25 x 156.09 x 156.09
- b. Any building set back lines and easements.
- c. That there are no encroachments on the land from adjacent properties.

If the survey reflects violations of any of the foregoing, then within 45 days of final Contract and Rider acceptance, at Purchaser's option, this contract shall be null and void and the earnest money refunded to the Purchaser in full, or the seller shall be required to provide title insurance over the violation.

R-5. Purchaser to receive a credit at closing of \$450.00 in lieu of a ...

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AG STATED CONDITIONS
AGS NOT MET AND

AG
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AG

That is no great late then
8/15/03. PURCHASER MUST CLOSE
BY 8-15-03 IF ALL STATED CONDITIONS ARE
VERIFYING MET.

use under
R-4
zoning
guidelines.

R-6. This contract is contingent upon the Purchaser ~~being satisfied~~ that the soil conditions, environmental conditions, access, flood conditions, zoning and other governmental approvals, archaeological/historical conditions, sewer and other utility access, recapture fees and other conditions are acceptable for the Purchaser's intended project. The Purchaser shall have ~~the right to~~ ~~exercise~~ due diligence to make a determination as to these factors. If during said period the Purchaser ~~is not satisfied~~ gives written notice to the Seller, the earnest money shall be refunded in full and this contract shall be null and void. ~~Produce~~ ~~must~~ ~~accept~~ ~~current~~ ~~restrictive~~ ~~covenants~~ ~~under~~ ~~R-4~~ ~~zoning~~ ~~guidelines~~

UNTIL 8-15-03
8-15-03

R-7. The Seller acknowledges that the property is located in a tax reassessment district for the year 2003. The tax credits at closing shall be determined based upon 110% of the latest available assessment, multiplied by the latest available state equalizer, multiplied by the latest available local tax rate. Moreover, in the event that the most recent tax bill is subject to exemptions, the Seller shall place sufficient proceeds in escrow with their attorney to guarantee Seller's obligations to apply for and qualify for the aforesaid exemptions in the applicable tax years for which the Purchaser is receiving a credit at closing.

R-8. Paragraph 4, lines 42-44 shall be amended to delete "covenants, conditions and restrictions of record, public and utility easements, existing leases and tenancies, special governmental taxes or assessments for improvements not yet completed, unconfirmed special governmental taxes or assessments"

R-9. Seller to provide an existing owners policy to the Purchaser on or before Monday, June 30, 2003. The owners policy shall reveal or contain no impediment which will prevent Purchaser from obtaining issuance of a Building Permit for Purchaser's intended project immediately after closing. ~~use~~

R-9. The Purchaser may nominate a related corporate entity or land trust to take title to the property.

R-10. Seller warrants and represents that to the best of Seller's knowledge, prior to and during Seller's ownership of the property, (i) no Hazardous Materials (as defined below) have been located on the property or have been released into the environment or discharged, placed or disposed of at, on, or under the property; (ii) no underground storage tanks have been located on the property; (iii) the property has never been used as a dump for waste materials; and (iv) the property and its prior uses comply with, and at all times have complied with, any applicable governmental law, regulation, or requirement relating to environmental and occupational health and safety matters, and Hazardous Materials. The term "Hazardous Materials" shall mean any substance, materials, waste, gas or particulate matter which is regulated by any Governmental Authority, including but not limited to, any material or substance which is (i) defined as "Hazardous Waste", "Hazardous Material", "Hazardous Substance", "Extremely Hazardous Waste", or "Restricted Hazardous Waste", under any provision of Illinois law; (ii) Petroleum; (iii) Asbestos; (iv) Polychlorinated Biphenyl; (v) Radioactive Material; (vi) designated as a "Hazardous Substance" pursuant to Section 101 of CERCLA. The term "Environmental

AG
TD

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Laws" shall mean all statutes specifically described in the foregoing sentence and all Federal, State, and Local Environment Health and Safety Statutes, Ordinances, Codes, Rules, Regulations, Orders and Decrees regulating, relating to, or imposing liability or standards concerning, or in connection with "Hazardous Materials".

R-11. Representations and Warranties of Seller. To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller hereby represents and warrants to Purchaser on and as of the Effective Date as follows:

Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

b. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

R-12. Notices. All notices herein required shall be in writing and served upon the parties at the addresses shown on this contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker (if any) as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or other herein provided to the parties, their broker (if any) or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.

R-13. The representations and warranties made herein shall survive the closing and shall not be merged with the Deed.

SELLER:

Arreston Agency

DATE:

6/21/03

PURCHASER:

Terry Davis

DATE:

6/27/03