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After Recording Mail to:

Benjamin W. Wong Rozman & Wong, LLC 2615 N. Sheffield Ave. Chicago, IL 60614 Doc#: 0326219148

Eugene "Gene" Moore Fee: \$40.50 Cook County Recorder of Deeds Date: 09/19/2003 01:54 PM Pg: 1 of 9

AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

9

The undersigned affiant, being first duly worn, on oath, deposes and states as follows:

- 1. That I have personal knowledge of the facts and matters alleged herein, and can competently testify to same.
- 2. That I entered into an agreement with Ms. Doris Wat's, the current owner of the property located at 5040 So. King Dr., Chicago, Illinois 60653 (the "Property"), the following described Real Estate situated in the County of Cook, the State of Illinois, to wit:

The legal description is attached hereto and incorporated herewith as Exhibit A

- 3. That a copy of said Agreement dated June 02, 2003 is attached hereto and made a part hereof.
- 4. That, in sum, it is agreed upon that, Seller, Doris Watts, agrees to sell to Buyer, Marcus Stokes, or Buyer's nominee the real property located at 5040 So. King Dr., Chicago, Illinois 60653 and all improvements thereon for a total purchase price of \$300,000.00.
- 5. That an Addendum dated August 21, 2003 was added to and therefore amending the Agreement dated June 02, 2003 by and between Ms. Watts, as Seller, and myself, as Buyer, for the real property located at 5040 So. King Dr., Chicago, Illinois 60653.
 - 6. That a copy of said Addendum is attached hereto and made a part hereof.
- 7. That, in sum, it is agreed upon that time of closing shall be 200 business days from the determination of clear title (fee simple) or sooner at Buyer's discretion. That as a mutual agreement between the Seller and Buyer, Seller shall extend the time for Buyer to obtain financing to 200 business days. That all Prorated Items shall be paid to: Marcus A. Stokes Bank Account Number 287 581 9523 Cosmopolitan Bank & Trust. That any repairs and replacements or Board-ups shall be completed prior to closing inspection. That all of Seller's personal property that are being left shall be the property of the Buyer lock, stock, and barrel.

Permanent Real Estate Index Number: 20-10-123-026-0000 Property Address: 5040 So. King Dr., Chicago, Illinois 60653
Afriants further state: Nothing.
Marcus A. Stokes (Seal)
STATE OF ILLINOIS } } SS.
COUNTY OF COOK }
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcus A. Stokes, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before rue this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth,

Given under my hand and official seal, this 194 day of

including the release and waiver of the right of homestead.

"OFFICIAL SEAL"

ALEXANDER ROZMAN

Notary Public, State or film ois EAL]

My Commission Expires 12/11/05

Notary Public

My Commission Expires: 12/11

This Document prepared by:

Benjamin W. Wong Rozman & Wong, LLC 2615 N. Sheffield Ave. Chicago, IL 60614

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THAT PART OF BLOCK 8 IN C. BUSBY'S SUBDIVISION OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LAND HERETCFORE CONVEYED BY CHAS, BUSBY TO SOUTH PARK COMMISSIONERS FOR BOULEVARD WITH THE NORTH LINE OF 51ST STREET; THENCE NORTH ALONG THE WEST LINE OF THE LAND SO CONVEYED TO THE NORTH LINE OF SAID BLOCK 8; THENCE WEST 150 FEET, MORE OR LESS, TO AN ALLEY; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF SAID LOT 8, BEING ALSO THE NORHT LINE OF 51ST STREET; THENCE IN A DIRECT LINE EAST TO THE POINT OF BEGINNING, (EXCEPTING FROM THE ABOVE DESCRIBED

PROPERTY THE SOUTH 100.40 FEET THEREOF; ALSO EXCEPTING THEREFROM THAT PART OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID BLOCK AND THE WEST LINE OF THE LAND CONVEYED TO THE SOUTH PARK COMMISSIONERS FOR SOUTH PARK WAY; THENCE SOUTH ALONG THE WEST LINE 83.38 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 62.89 FEET; THENCE SOUTH PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 86.80 FEET TO A POINT ON THE EAST LINE OF AN ALLEY; THENCE NORTH ALONG SAID EAST LINE TO A POINT ON THE NOTH LINE OF SAID BLOCK 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5040 SOUTH KING DRIVE, CHICAGO, ILLINOIS 60615

PERMANENT INDEX NUMBER: 20-10-123-026-0000

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Seller _

REAL ESTATE PURCHASE CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Seller, Doris Watts, hereby agrees to sell to Buyer, Marcus A. Stokes, or Buyer's nominee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The Property is located in Cook County, Chicago, Illinois and is commonly known as 5040 So. King Dr., has approximate lot dimensions of 75' x 125', and is legally described as follows:

(The legal description is not included at time of execution, it will be attached to and incorporated herein of execution.)

incorporated herein afterward.)
1. PURCHASE PRICE: The total purchase price to be paid for the Property by the Buyer is payable as follows:
(a) Initial denosit raid at closing St. (IV).00
(b)
(c) Additional sum due Buyer at closing (not including profating) \$0,000.00
Subject Buyer to any penalty or fee or increase in the original interest rate of said mortgage
(f) Balance due Seller by promissory note of the Buyer subject to the requirements set forth in
(g) Balance due Seller by Articles of Agreement for varianty deed 0.00
TOTAL PURCHASE PRICE
2. APPORTIONMENT OF PURCHASE PRICE AND DEED: Land \$50,000.00, Building \$235,000.00, Personal Property \$15,000.00. It is agreed that the Property will be conveyed by record able fee simple warranty deed, with release of dower and homestead rights, subject to general real estate taxes for the current year, covenants, conditions, restrictions of record, and easements of record, all of which must be acceptable to Buyer.
3. Buyer will pay for recordation of deed and prorated share of prepaid insurance, taxes, and interest, if any.
4. The Seller will pay for: [X] Revenue stamps (State, county, and local); [X] Title commitment in the amount of the purchase price from Chicago Title and Trust Co. duly licensed to underwrite title insurance in the state of Illinois; [X] Survey; [X] Seller's Attorney's fees; [X] Appraisal fee; [X] Real estate commission; [X] Photographs; [X] Satisfaction of mortgage and recording fee; [X] Lead paint inspection; [X] Home inspection; [X] Any other inspections required by law. [X] Repairs and replacements as agreed per attached Addendum.

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- 5. PRORATED ITEMS: All rents, water taxes or charges, taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgages shall be prorated as of the date of closing. If Buyer is to accept the Property, subject to an existing mortgage requiring an escrow deposit for taxes, insurance, and/or other items, all escrow payments required to be made up to the time of closing shall be made to the escrow holder at Seller's expense and said escrow balance shall be assigned to the Buyer without compensation to the Seller; it being expressly understood that said escrow balance is included in the Total Purchase Price. All mortgage payments required of Seller to be made shall be current as of the time of closing. If the exact amount of real estate taxes cannot be ascertained at the time of closing, Seller agrees to prorate said taxes on the basis of 110% of the last ascertainable amount.
- 6. TITLE AND TITLE INSURANCE: Within 30 days [X] after the date of acceptance of this contract, the Selle: will provide and deliver to Buyer or Buyer's Attorney: [X] A title commitment for a cwner's title insurance policy in the amount of the purchase price (to be issued by a title insurance company duly licensed by the state of Illinois, to underwrite title insurance); [X] A title insurance commitment for a mortgage policy in the amount of \$300,000.00; [X] A continuation of abstract.
- 7. SURVEY: Within 30 days [X] after the date of acceptance of this contract, the Seller will provide and deliver to Buyer or Fuyer's Attorney: [X] A new Architectural certified survey having all corners staked and showing all improvements upon the Property.
- 8. EXAMINATION OF TITLE AND FINE OF CLOSING: If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property (subject only to the permitted exceptions set forth above acceptable to Buyer), this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of Buyer's Attorney, on or before [X] 90 days after acceptance of this controct. If title evidence or survey reveal any defect or condition which is not acceptable to Buyer, the Buyer shall, within thirty (30) days, notify the Seller of such title defects and Seller agrees to use reasonable efforts to remedy such defects and shall have thirty (30) days to do so, in which case this sale shall be closed within sixty (60) days after delivery of acceptable evidence to Buyer and Buyer's Attorney that such defects have been cured. Seller agrees to pay for and clear all deling ent taxes, liens, and other encumbrances, unless the parties otherwise agree. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and to close this sale upon the other terms as set forth in this contract.
 - 9. DEFAULT BY BUYER: If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the initial deposit specified in paragraph 1(a) above, it being agreed that this is Seller's exclusive remedy.
 - 10. DEFAULT BY SELLER: If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the Buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's

Buyer	
Seller	
36861	

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breach hereof.

- 11. ATTORNEY FEES AND COSTS: If any litigation is instituted with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorney's fees and court costs.
- 12. RISK OF LOSS OR DAMAGE: Risk of loss or damage to the Property by any cause is retained by the Seller until closing.
- 13. CONDITION OF THE PROPERTY: Seller agrees to deliver the Property to Buyer in excellent condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of all latent defect in the Property. All heating, cooling, plumbing, electrical, sanitary systems, and appliances shall be in good working order at the time of closing. Seller represents and warrants that the personal property conveyed with the premises shall be the same property inspected cy Buyer and that no substitutions will be made without the Buyer's written consent. Buyer may also inspect or cause to be inspected the foundation, roof supports, or structural member of all improvements located upon the Property. If any such system, appliance, roof, foundation, or structural member shall be found defective, Buyer shall notify Seller at or before closing and Seller shall thereupon remedy the defect forthwith at his/her sole expense (in which case the time for closing snall be reasonably extended as necessary). If the costs of such repairs shall exceed 45% of the total purchase price, Seller may elect not to make such repairs and the Buyer may elect to take the Froperty in such defective condition and deduct 45% from the purchase price or Buyer may, at his/her cotion, elect to terminate this contract and receive the full refund of all deposits and other sums tendered hereunder. In addition, Seller agrees to make all repairs on the Property by date of possession and leave the property in excellent condition.
- 14. [X] MORTGAGE OR THIRD PARTY FINANCING: According to paragraph 1(d) of this contract, it is agreed that Buyer will require a new mortgage loan to finance this purchase. The application for this mortgage will be made with a lender acceptable to Buyer, and unless a mortgage loan, acceptable to Buyer, is approved without contingencies other than those specified in this contract within 90 days from the date of acceptance of this contract, the Seller or Buyer shall have the right to terminate this contract and, at that time, all sams deposited by Buyer shall be returned to Buyer and Buyer shall return any surveys and copie, of leases received from Seller. Notwithstanding the aforesaid provisions, if Buyer so requests and if Seller agrees, Seller shall have 30 days to offer Buyer a purchase money mortgage on said property at terms acceptable to and approved by Buyer, and this contract shall remain in full force and effect.
- 15. [X] TERMITE INSPECTION: Seller agrees to furnish to Buyer, at Seller 5 expense, an inspection report showing all buildings on the Property to be free and clear from visible infestation and free from visible dry or wet rot damage by termites and other wood-destroying organisms. This inspection report is to be furnished by a licensed pest control firm. If a report shows such visible infestation or damage, Seller shall pay all costs of treatment of such infestation and all costs of repair of such damage. If the costs of treatment and repair shall exceed 3% of the total sale price, Seller may elect not to make such treatment and repairs and Buyer may elect to take the Property in its then condition and deduct 3% from the total purchase price and complete the transaction or Buyer may terminate this contract and receive a full refund of all deposits made by Buyer hereunder.
- 16. [X] ZONING: Unless the property is properly zoned for single family residential use and

Buyer	
Seller	

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there are no deed restrictions against such use at the time of closing, the Buyer shall have the right to terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

- 17. LEGAL USE: Seller represents and warrants to Buyer that the entire property conforms to all building codes and restrictions that may be imposed by any governmental agency either national, state, or local. Seller also warrants that there are no building code violations on the Property and that Seller has received no notice of any building code violations for the past ten years that have not been fully corrected.
- 18. LOCAL ORDINANCES: Seller shall procure for Buyer, at Seller's expense, all certificates of inspection, certificates of occupancy, or the like required under the terms of any local ordinance.
- 19. PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE: storm and screen doors and windows; awnings; outdoor television antenna; wall-to-wall, hallway, and stair carpeting; window shales and draperies and supporting fixtures; venetian blinds; window treatments; electric, pruncing and other fixtures as installed; water softener; attached shelving; hardware; trees and shrubs, refrigerator in main kitchen; stove in main kitchen; air conditioner unit(s) and such other items as is listed below or on an ADDENDUM attached hereto, all of which personal property is unencumbered and owned by Seller. All such items shall be conveyed from Seller to Buyer by a Bil. Of Sale.
- 20. [X] This offer shall terminate if not occepted before 6/02/2003.
- 22. R.E.S.P.A. COMPLIANCE: Seller and Buyer agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 if it is applicable to this transaction.

23. ADDITIONAL TERMS AND CONDITIONS.

- (a) Where the context requires, the terms that Seller and Buyer shall include are in the masculine as well as the feminine and the singular as well as the plural.
- (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this contract. No alterations or changes and be made to this contract unless the same are in writing and signed or initialed by the parties here to.
- (c) The provisions of this contract shall survive the closing and shall not marge in any deed of conveyance herein.
 - (d) This agreement shall be construed under the laws of the State of Illinois.
 - (e) Other: "SEE ADDENDUM" for: 1. Any repairs and replacements, 2. Time of closing, 3. Personal Property seller is leaving, 4. Mutual agreements between seller and buyer.
- 24. REAL ESTATE SALES COMMISSION: The Seller agrees to pay all real estate sales commission due on this transaction.
- 25. NOTICES: Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail return receipt requested. Such notice shall be effective upon delivery or mailing.

Buyer	 _
Seller	

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In witness whereof, the parties signed the	r names on the dates in the year set forth below.
Buyeresy: Marcus A. Stokes	Buyer's Date of Offer: \$30/2003 Address: P.O. Box 497353, Chicago, II.
(GENW) ME	ABEC
	Phone: 773.719.0420 cell
900	
Seller(s) Doris Watts	Seller's Date of Acceptance: 06/22/2003
Doris Watte	Address: 8025 So. Winchester, Chicago, Il.
· ·	Fhone: 773-994-2459
	The second
	Fhone: 773-994-2459
	Tó

Buyer	
Seller	

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ADDENDUM

This Addendum is made the 08th day of August 2003, and is added to and amends that certain agreement by and between Doris Watts, as Seller and Marcus A. Stokes, as Buyer which contract/agreement is dated the 02nd day of June 2003, on the following property: 5040 So. King Dr., Chicago, Illinois 60653

- A. Any Repairs and Replacements or board-ups be to completed, see "Punch List' prior to closing inspection.
- B. All Procaced Items shall be paid to: Marcus A. Stokes Bank Account
 Number 287 561 2523 Cosmopolitan Bank & Trust.
- C. Time of Closing: This amends the Closing time it shall be 200 business days from the determination of clear title (fee simple) or sooner at Buyer's discretion.
- D. Sellers personal property All items that are being left shall be the property of the Buyer lock, stock, and barrel.

E. Mutual Agreements between Siller and Buyer are as follows: Seller shall extend the time for Buyer to obtain financing to 200 business days.

Marcus A. Stokes

8/2/203

Doris Watus

Date