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Doc#: 0331745079
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 11/13/2003 12:19 PM Pg: 1 of 4

CONTRACT FOR PURCHASE OF PROPERTY

The undersigned attorney does hereby certify that the attached is an accurate copy of a contract for purchase of the property commonly known as 818 N. State St., Chicago Illinois legally described as follows:

The South 21 feet of Lot 1 in Block 24 in Canal Trustee's Subdivision of South Fractional 1.2 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 17-04-450-024

Street Address: 818 N. State St., Chicago Illinois

Edwin R. Niemira

This document prepared by and mail to:
Edwin R. Niemira P.C.
1110 N. Ashland Ave.
Chicago, Illinois 60622
(773) 276-1322

Property of Cook County Clerk's Office

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THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ANY TERMS CONTAINED IN THIS CONTRACT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY.

I offer to purchase an undivided 1/2 interest in the property at 818 N. State St., Chicago, Illinois; and legally described as follows:

The South 21 feet of Lot 1 in Block 24 in Canal Trustee's Subdivision of South Fractional 1.2 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 17-04-450-024

1. Purchase Price: \$170,000.00 plus 1/2 present mortgage balance (approximately \$223,000.00)
2. Initial Earnest Money already deposited with Sellers and receipt of which is acknowledged is \$170,000.00. Said initial earnest money shall be returned and this contract shall be void if not accepted on or before August 12, 2003.
3. The balance of the purchase price, plus or minus prorations shall be paid by purchaser through his undertaking of payment of one half of the mortgage as set forth in paragraph twenty-one (21) herein. All closing costs and expenses shall be paid by the party that customarily pays said cost. All other costs and expenses shall be divided equally.
4. At closing, Sellers shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed subject only to the following, if any: covenants, conditions and restrictions of record; private, public and utility easements (if any); building code violations (if any); pending building Court cases (if any); special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the years 2002 and subsequent years.
5. Closing or escrow payout shall be on August 26, 2003 or earlier provided title has been shown to be good or is accepted by Purchaser, at agreed location.
6. In this contract, the singular includes the plural and the masculine includes the feminine and neuter.
7. Real estate taxes (based on 105% of most recent ascertainable taxes), rents, and water taxes shall be prorated to date of closing.
8. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
9. A least two days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: by delivering a current Commitment for Title Insurance of a title insurance company, in the amount of \$340,000.00 plus present mortgage balance, subject to no other exceptions than those listed herein and to general exceptions contained in said commitment. 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.
10. All notices herein required shall be in writing and shall be served upon the parties attorney by facsimile.
11. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser as Purchaser sole and exclusive remedy; but if the termination is caused by Purchaser's fault, then the earnest money shall be forfeited and applied first to the payment of expenses incurred, and the balance paid to Seller as liquidated damages.
12. Seller represents 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 received.
13. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, an ALTA form and a survey will be provided.
14. 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.
15. Seller shall pay the amount of any tax imposed by State or County law on the transfer of title and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local

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ordinance with regard to transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.

16. Time is of the essence of this contract.

17. Seller has no actual knowledge concerning the presence of radon gas, asbestos, lead or other toxic or hazardous substances in the Property.

18. This property is being sold in an "AS IS" "WHERE IS" and "WHAT YOU SEE OR WHAT YOU DON'T OR CANNOT SEE IS WHAT YOU GET" condition as of the showing and closing dates, without any representations or warranties including without limitation as to condition or fitness for a particular purpose or compliance with government laws, ordinances or regulations or any other warranty expressed or implied.

19. Buyer acknowledges that the property is being purchased in "AS IS" condition, and as been fully examined by the Purchaser.

20. Buyer represents that due diligence has been exercised prior to the making of this offer.

21. This property is presently encumbered with a first mortgage payable to Hawthorne Bank with a balance of approximately \$223,000.00. At closing Sellers shall pay off this mortgage, and the Buyer and Sellers shall execute a new mortgage in the same amount to Hawthorne Bank on the same conditions and terms that presently exist.

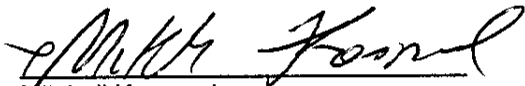
22. It is the intent of this contract, that after its consummation that Kazimierz and Malgorzata Domanus shall be the owner of an individual 1/2 fee simple interest, and Mieczyslaw Kasparek shall be the owner of an undivided 1/2 fee simple interest, with their ownership interests subject to the mortgage stated in paragraph 21.

23. This commercial property is presently vacant.

24. The real estate shall be in substantially the same condition at closing as it is at the date of this contract, ordinary wear and tear excepted.

25. This contract may be signed in counterparts which taken together shall constitute a complete contract.

This offer is made this 11 day of August, 2003.



Mitchell Kasparek
2580 Forest Glen
Riverwoods, IL 60015
1-312-296-3467

Accepted on: _____

Seller's Signature

Kazimierz Domanus
1255 Winwood
Lake Forest, IL 60045

() _____
Daytime Telephone Number

Seller's Signature

Malgorzata Domanus
1255 Winwood
Lake Forest, IL 60045

Daytime Telephone Number

RECORD OF COOK COUNTY CLERK'S OFFICE

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declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.

16. Time is of the essence of this contract.

17. Seller has no actual knowledge concerning the presence of radon gas, asbestos, lead or other toxic or hazardous substances in the Property.

18. This property is being sold in an "AS IS" "WHERE IS" and "WHAT YOU SEE OR WHAT YOU DON'T OR CANNOT SEE IS WHAT YOU GET" condition as of the showing and closing dates, without any representations or warranties including without limitation as to condition or fitness for a particular purpose or compliance with government laws, ordinances or regulations or any other warranty expressed or implied.

19. Buyer acknowledges that the property is being purchased in "AS IS" condition, and as been fully examined by the Purchaser.

20. Buyer represents that due diligence has been exercised prior to the making of this offer.

21. This property is presently encumbered with a first mortgage payable to Hawthorne Bank with a balance of approximately \$223,000.00. At closing Sellers shall pay off this mortgage, and the Buyer and Sellers shall execute a new mortgage in the same amount to Hawthorne Bank on the same conditions and terms that presently exist.

22. It is the intent of this contract, that after its consummation that Kazimierz and Malgorzata Domanus shall be the owner of an individual 1/2 fee simple interest, and Mieczyslaw Kasparek shall be the owner of an undivided 1/2 fee simple interest, with their ownership interests subject to the mortgage stated in paragraph 21.

23. This commercial property is presently vacant.

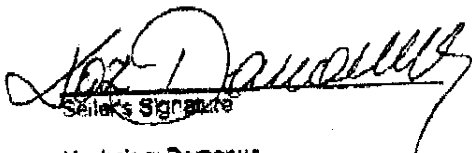
24. The real estate shall be in substantially the same condition at closing as it is at the date of this contract, ordinary wear and tear excepted.

25. This contract may be signed in counterparts which taken together shall constitute a complete contract.

This offer is made this _____ day of _____, 2003.

Mitchell Kasparek
2580 Forest Glen
Riverwoods, IL 60015
1-312-296-3467

Accepted on: _____


Seller's Signature

Kazimierz Domanus
1255 Winwood
Lake Forest, IL 60045

Daytime Telephone Number


Seller's Signature

Malgorzata Domanus
1255 Winwood
Lake Forest, IL 60045

Daytime Telephone Number