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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

GERRIT JEPSEN)	
)	Case No.
Plaintiff,)	
)	Amount Claimed: \$59,298.00
v.)	
)	
MICHEL RUIZ, NIHAD SABANOVIC a/k/a)	
NICK SABANOVIC and GEORGE LACORTE)	
)	
Defendants.)	

COMPLAINT FOR BREACH OF CONTRACT

Now comes Plaintiff, Gerrit Jepsen ("Plaintiff"), by and through his attorneys, Horowitz and Weinstein, and for his Complaint for Breach of Contract against Defendants Michel Ruiz, Nihad Sabanovic a/k/a Nick Sabanovic, and George LaCorte, states as follows:

THE PARTIES

1. Plaintiff is an individual resident of New Jersey.
2. Defendant Michel Ruiz is an individual resident of Illinois and is an owner of property located in Cook County, Illinois, commonly known as 4625 S. Drexel Blvd., Chicago, Illinois (hereinafter "the Property"). The Property is improved by a commercial apartment building.
3. Defendant Nihad Sabanovic is also an individual resident of Illinois and is also an owner of the Property.
4. On information and belief, Defendants Michel Ruiz and Nihad Sabanovic are partners in the ownership of the Property and each is authorized to enter into agreements concerning the Property that bind each other.



Doc#: 0409344142
Eugene "Gene" Moore Fee: \$110.50
Cook County Recorder of Deeds
Date: 04/02/2004 02:35 PM Pg: 1 of 44

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5. Defendant George LaCorte is an attorney licensed in Illinois with his principal place of business located at 2250 E. Devon Ave., Suite 251, Des Plaines, Illinois.

Defendant LaCorte is named as a defendant solely in his capacity as stakeholder, as he is holding in escrow earnest money tendered by Plaintiff to Defendants Ruiz and Sabanovic in connection with Plaintiff's offer to purchase the Property from them.

BACKGROUND

6. On August 9, 2003, Plaintiff and Defendants Ruiz and Sabanovic entered into a contract through which Plaintiff agreed to purchase the Property from Defendants Ruiz and Sabanovic and Defendants Ruiz and Sabanovic agreed to sell the Property to Plaintiff ("the Contract"). A copy of the Contract is attached hereto as *Exhibit A* and is incorporated herein by reference.

7. George LaCorte represented Defendants Ruiz and Sabanovic in the proposed sale of the Property to Plaintiff.

8. In connection with his execution of the Contract, Plaintiff tendered \$50,000 as earnest money to George LaCorte, who agreed to hold these funds as escrow agent.

9. Paragraph 3(c) of the Contract contains a clause entitled "Mortgage Contingency", which states as follows:

This contract is contingent upon Purchaser securing by September 30, 2003, a written commitment for a fixed rate or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks for 75% LTV the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 7% per annum, amortized over 30 years, payable monthly loan fee not to exceed 1% plus appraisal and credit report fee if any. If said mortgage has a balloon payment, it shall be due no sooner than 10 years. Purchaser shall pay for private mortgage insurance if required. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing.

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16. Therefore, on October 14, 2003 Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants in which he informed them that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until October 21, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit C* and are incorporated herein by reference.

17. On October 21, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

18. Therefore, On October 21, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants informing them that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until November 20, 2003 and an extension of the closing date until December 22, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit D* and are incorporated herein by reference.

19. On November 20, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

20. Therefore, on November 20, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until December 1, 2003. A copy of

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this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit E* and are incorporated herein by reference.

21. On December 1, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

22. Therefore, on December 1, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until December 8, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit F* and are incorporated herein by reference.

23. On December 8, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

24. Therefore, on December 8, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until December 15, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit G* and are incorporated herein by reference.

25. On December 15, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

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26. Therefore, on December 15, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until December 22, 2003 and an extension of the closing date until December 29, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit H* and are incorporated herein by reference.

27. On December 22, 2003, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

28. Therefore, on December 22, 2003, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until December 29, 2003. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit I* and are incorporated herein by reference.

29. On December 22, 2003, John Klytta, on behalf of Plaintiff, sent another letter to Defendants, in which he offered to designate as non-refundable \$20,000 of the \$50,000 that he had previously tendered to Defendants as earnest money in consideration for Defendant Ruiz and Sabanovic's promise to file a Cook County Real Estate Assessed Valuation Appeal for the 2003 taxes on the Property payable in 2004 and for Defendant Ruiz and Sabanovic's promise to provide documents that Plaintiff, or his agents, would request within 1 business day of the request. A copy of the letter in which this offer was

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conveyed and the fax confirmation sheet demonstrating that the letter was received by George LaCorte's Office are attached hereto as *Exhibit J* and are incorporated herein by reference.

30. The condition that Defendants provide requested documentation within one business day was material, as Defendants failure to timely provide requested documentation had significantly contributed to Plaintiff's difficulty in obtaining a mortgage commitment.

31. Defendants responded to Plaintiff's offer with a counter-offer in which they deleted the condition that they be obligated to provide requested documents within one business day and modified the condition that they file an appeal of the Cook County Real Estate Assessed Valuation by providing that the filing must be at buyer's expense. A copy of Defendants' counter-offer is attached hereto as *Exhibit K* and is incorporated herein by reference.

32. On January 5, 2004, Plaintiff, through John Klytta, responded to Defendant's counter-offer with a counter-offer, in which Defendants Ruiz and Sabanovic would be required to produce requested documentation within 72 hours and Defendants Ruiz and Sabanovic would be required to provide Plaintiff proof they had filed the Cook County Real Estate Assessed Valuation Appeal by providing a retainer agreement with an attorney who would be filing the appeal and all documentation evidencing that the appeal had been filed. The counter-offer deleted the condition that Plaintiff pay for the real estate assessed valuation appeal. A copy of this counter-offer is attached hereto as *Exhibit L* and is incorporated herein by reference.

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33. On January 5, 2004, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

34. Therefore, on January 5, 2004, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until January 12, 2004. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit M* and are incorporated herein by reference.

35. On January 12, 2004, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

36. Therefore, on January 12, 2004, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of the date by which he was to have secured a mortgage until January 21, 2004. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit N* and are incorporated herein by reference.

37. On January 21, 2004, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

38. Therefore, on January 21, 2004, Plaintiff, through his attorney, John Klytta, provided another written notice to Defendants that he had not been able to secure a mortgage under the terms provided for in Paragraph 3(c) and requested an extension of

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the date by which he was to have secured a mortgage until January 28, 2004. A copy of this Notice and the fax confirmation sheet evidencing that it was received by George LaCorte's office are attached hereto as *Exhibit O* and are incorporated herein by reference.

39. On January 28, 2004, Plaintiff had still been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract. Therefore, Plaintiff declared the Contract null and void.

40. Defendants Ruiz and Sabanovic never exercised their right under Paragraph 3(c) to secure a mortgage commitment for Plaintiff under the terms provided for in Paragraph 3(c) of the Contract.

41. Despite repeated requests from Plaintiff and his agents, Defendants Ruiz and Sabanovic never provided him with complete copies of all of the leases affecting the property.

42. Despite repeated requests from Plaintiff and his agents, Defendants Ruiz and Sabanovic never provided Plaintiff with 2002 and 2003 operating statements as required by the Paragraph 23 of the Contract.

43. Defendant Ruiz and Sabanovic's failure to provide Plaintiff with complete copies of all leases affecting the property, as well as their failure to provide Plaintiff with 2002 and 2003 operating statements, caused Plaintiff to be unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Complaint, as Plaintiff's lender, Column Financial Inc., a Credit Suisse First Boston Company ("Lender"), would not commit to providing the mortgage without these documents.

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44. Plaintiff incurred significant non-refundable costs based on his reliance on Defendant Ruiz and Sabanovic's promise to provide him with complete copies of the leases affecting the Property and the 2002 and 2003 operating statements.

45. These costs include, but are not limited to, \$9,298.00 in non-refundable fees for the loan application, survey, property inspection, termite inspection, and related costs.

46. Despite the fact that he contacted numerous insurance agencies, Plaintiff was never able to secure building insurance that was acceptable to the Lender.

47. Defendants Ruiz and Sabanovic never provided Plaintiff with proof in the form of a retainer agreement or any other documentation that they had filed a real estate assessed valuation appeal.

COUNT I

48. Plaintiff repeats and realleges Paragraph 1-47 as if fully set forth herein.

49. Plaintiff provided Defendants with written notice that he had been unable to secure a mortgage commitment under the terms provided for in Paragraph 3(c) of the Contract.

50. Defendants Ruiz and Sabanovic never exercised their right, pursuant to Paragraph 3(c) to secure a mortgage commitment for Plaintiff.

51. Therefore, pursuant to Paragraph 3(c) of the Contract, the Contract is null and void and Plaintiff is entitled to the return of his earnest money.

52. Defendants Ruiz and Sabanovic never accepted Plaintiff's counter-offer of January 5, 2004 (Exhibit L), to modify the Contract by offering to designate \$20,000 of the \$50,000 of earnest money that he had previously tendered to Defendants in

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consideration for Defendant Ruiz and Sabanovic 's agreement to provide requested documentation within 72 hours and to file a Cook County Real Estate Assessed Valuation Appeal for 2003 taxes payable in 2004 and to provide Plaintiff with proof in the form of a retainer agreement and other documentation evidencing that the appeal had been filed.

53. As Defendants Ruiz and Sabanovic never accepted Plaintiff January 5, 2004, counter-offer, the Contract was never modified to provide that \$20,000 of the earnest money would be non-refundable. Plaintiff is, therefore, entitled to the return of the full \$50,000 that he tendered to Defendants as earnest money.

54. Even if Defendants Ruiz and Sabanovic did accept Plaintiff's counter-offer of January 5, 2004 (Exhibit L) and the Contract was modified to include the provisions contained in this counter-offer, Defendants Ruiz and Sabanovic breached the modified Contract by failing to provide Plaintiff with any documentation establishing that they had filed the real estate assessed valuation appeal. Therefore, the \$20,000 was not designated as non-refundable and Plaintiff is entitled to the return of the full \$50,000 of earnest money that he tendered to Defendants.

55. Plaintiff, through his attorneys, has made repeated requests to Defendants for the return of his earnest money.

56. Defendants Ruiz and Sabanovic have refused to return Plaintiff's earnest money to him.

WHEREFORE, Plaintiff, Gerrit Jepsen, respectfully requests that this Court enter Judgment in his favor and against Defendants and that Defendants be ordered to return to Plaintiff the full \$50,000 of his earnest money and to pay Plaintiff's reasonable court

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costs and attorney's fees, and for whatever further relief the Court should deem just and proper.

COUNT II

57. Plaintiff repeats and realleges the allegations of paragraphs 1-56, as if they were fully set forth herein.

58. If the Contract was modified to provide that \$20,000 of the earnest money was to be designated as non-refundable in consideration for which Defendants Ruiz and Sabanovic were obligated to provide Plaintiff with proof in the form of a retainer agreement and other documentation that they had filed a Cook County Real Estate Assessed Valuation Appeal for 2003 taxes payable in 2004, Defendants breached the Contract by failing to provide Plaintiff with any documentation evidencing that they had filed a real estate assessed valuation appeal.

59. As Defendants Ruiz and Sabanovic breached the Contract, Plaintiff is entitled to the return of his earnest money.

WHEREFORE, Plaintiff, Gerrit Jepsen, respectfully requests that this Court enter Judgment in his favor and against Defendants and that Defendants be ordered to return to Plaintiff the full \$50,000 of his earnest money and to pay Plaintiff's reasonable court costs and attorney's fees, and for whatever further relief the Court should deem just and proper.

COUNT III

60. Plaintiff repeats and realleges the allegations of Paragraphs 1-59 as if fully set forth herein.

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61. Paragraph 24 of the Contract states that the Contract is contingent upon Plaintiff's ability to secure acceptable building insurance.

62. Despite the fact that he contacted numerous insurance agencies, Plaintiff was never able to secure building insurance that was acceptable to the Lender.

63. As the Contract was contingent upon Plaintiff's ability to secure acceptable building insurance and as he was never able to do so, Plaintiff is excused from his duty to perform under the Contract and is entitled to the return of all of his earnest money.

WHEREFORE, Plaintiff, Gerrit Jepsen, respectfully requests that this Court enter Judgment in his favor and against Defendants and that Defendants be ordered to return the full \$50,000 of his earnest money and to pay Plaintiff's reasonable court costs and attorney's fees, and for whatever further relief the Court should deem just and proper.

COUNT IV

64. Plaintiff repeats and realleges the allegations of Paragraphs 1-63 as if fully set forth herein.

65. Paragraph 5 of the Contract obligated Defendants Ruiz and Sabanovic to provide complete copies of all existing leases and rent rolls affecting the property within three days of the acceptance of the Contract.

66. Despite repeated requests from Plaintiff and his agents, Defendants Ruiz and Sabanovic never provided Plaintiff with a complete copy of all leases affecting the property.

67. Defendants Ruiz and Sabanovic breached the Contract by failing to provide Plaintiff with complete copies of all leases affecting the property.

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68. As Defendants Ruiz and Sabanovic breached the Contract by failing to provide Plaintiff with complete copies of the leases affecting the Property, Plaintiff is entitled to the return of his earnest money.

69. As a result of Defendant Ruiz and Sabanovic's failure to provide Plaintiff with complete copies of the leases affecting the property, Lender refused to commit to lending Plaintiff the funds to purchase the Property, as these documents were necessary in order for Lender to approve the loan.

70. Plaintiff incurred over \$9298.00 in non-refundable costs associated with applying for the mortgage based on his expectation that Defendants Ruiz and Sabanovic would provide him with the complete copies of all of the leases affecting the property, which he would then be able to provide to Lender. These costs include, but are not limited to, non-refundable fees for the loan application, survey, property inspection, and termite inspection.

WHEREFORE, Plaintiff, Gerrit Jepsen, respectfully requests that this Court enter Judgment in his favor and against Defendants and that Defendants be ordered to return the full \$50,000 of his earnest money to Plaintiff and to pay him additional damages resulting from their breach of the Contract, as well as reasonable court costs and attorney's fees, and for whatever further relief the Court should deem just and proper.

COUNT V

71. Plaintiff repeats and realleges the allegations of paragraphs 1-70, as if they were fully set forth herein.

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72. Paragraph 23 of the Contract provides that Defendants were obligated to provide 2002 and 2003 property operating statements to Plaintiff within three days of acceptance of the Contract.

73. Despite repeated requests by Plaintiff and his agents, Defendants Ruiz and Sabanovic never provided Plaintiff with 2002 and 2003 property operating statements.

74. Defendants Ruiz and Sabanovic breached the Contract by failing to provide Plaintiff with 2002 and 2003 operating statements.

75. As Defendants Ruiz and Sabanovic breached the Contract by failing to provide Plaintiff with 2002 and 2003 operating statements, Plaintiff is entitled to the return of his earnest money.

76. As a result of Defendant Ruiz and Sabanovic's failure to provide Plaintiff with complete copies of the 2002 and 2003 operating statements, Lender refused to commit to lending Plaintiff the funds to purchase the Property, as these documents were necessary in order for Lender to approve the loan.

77. Plaintiff incurred over \$9298.00 in non-refundable costs associated with applying for the loan based on his expectation that Defendants would provide him with the 2002 and 2003 operating statements, which he would then be able to provide to Lender. These costs include, but are not limited to, non-refundable fees for the loan application, survey, property inspection, termite inspection, and related costs.

WHEREFORE, Plaintiff, Gerrit Jepsen, respectfully requests that this Court enter Judgment in his favor and against Defendants and that Defendants be ordered to return the full \$50,000 of his earnest money and to pay him additional damages resulting from

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their breach of the Contract, as well as reasonable court costs and attorney's fees, and for whatever further relief the Court should deem just and proper.

RESPECTFULLY SUBMITTED
GERRIT JEPSEN

By: Samuel Neschis
Samuel Neschis
One of his attorneys.

Firm No. 33210
Horowitz & Weinstein
311 W. Superior Street, #525
Chicago, IL 60610
(312) 787-5533

Property of Cook County Clerk's Office

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CHICAGO ASSOCIATION OF REALTORS REAL ESTATE SALE CONTRACT—APARTMENTS/INVESTMENTS



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TO: COWNER OF RECORD SELLER DATE: 8/9/03
I/We offer to purchase the property known as 1625 S. DREXEL BLVD CHICAGO IL 60653
(Address) (City) (State) (Zip)

Lot approximately _____, together with improvements thereon.
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:
(Check or otherwise applicable items)

- | | | | |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Washer | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Electronic garage door(s) |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner(s) | <input type="checkbox"/> with remote control(s) |
| <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Microwave air filter | <input type="checkbox"/> Fireproof screen and equipment |
| <input type="checkbox"/> Mattress(es) | <input type="checkbox"/> Water heater (if not rental) | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Fireproof gun bag |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Wall to wall carpeting, if any | <input type="checkbox"/> Ceiling fan | <input type="checkbox"/> Radiator covers |
| <input type="checkbox"/> Garage Storage | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Stairing screens & screens | <input type="checkbox"/> All planted vegetation |
| <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Stairs and carbon monoxide detectors | | |
| <input type="checkbox"/> Window shades, attached shutters, draperies & curtains, hardware & other window treatments | | | |

Security system (if not leased)
Other items included:
Items included:

1. Purchase Price \$ 215000
2. Initial earnest money \$ 21500 in the form of PERSONAL CHECK shall be held by RL INVESTORS (Escrowee) to be

returned to Seller within 10 BUS days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before 8/16/03. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by 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 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 of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's check or Certified Check or any combination thereof.
(b) Surrender of Existing Mortgage. Seller to be responsible.
(c) Mortgage Contingency. This contract is contingent upon Purchaser securing by 8/30/03 a 30 year fixed rate mortgage commitment for a fixed rate or on adjustable rate mortgage permitted to be made by Fidelity Savings and Loan Association or banks, for 2.75% per annum, amortized over 30 years, payable monthly less the net to annual rate if an adjustable rate mortgage) not to exceed 2.75% plus appraisal and credit fees. If any, if said mortgage has a balloon payment, it shall be due no later than 10 years. Purchaser shall pay the private mortgage insurance (if required) with a institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the above said date. If failure to act on or before that date, it shall be deemed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may, within an equal number of additional 10 days, secure a mortgage commitment for the Purchase upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment shall be given by Seller as a third party. Purchaser shall furnish all requested credit information, plus customary documents relating to the application and making of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and 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 not be liable for any other commission.

4. Seller shall pay the mortgage interest on the purchase price until the closing date, after which time the Seller shall pay the mortgage interest, if applicable.
(d) Purchase Money Note and Trust Deed or Article of Agreement for Purchase Money Note.

5. As a condition, Seller shall execute and deliver to Purchaser or cause to be executed and delivered to Purchaser a reasonable Warranty Deed with release of homestead rights for other appropriate deed (if this is in trust or in an estate) or Article of Agreement, as if said deed or Article of Agreement is applicable, subject only to the following: if any: covenants, conditions, and restrictions of record public and utility easements; existing leases and encumbrances; special governmental taxes or assessments for improvements not yet completed; unperfected special governmental taxes or assessments; general real estate taxes for the year 2002, and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 11/15 of the last record ascertainable tax bill at closing.

6. Seller shall provide 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.
7. Closing or escrow payment shall be on 8/16/03 (unless provided in a separate addendum above), provided title has been cleared to be good or is accepted by Purchaser, as the effect of Purchaser's mortgage or as

8. Seller agrees to surrender possession of said premises on or before 8/16/03 (unless this sale has been closed).
(a) Deed and Company. At closing, Seller shall pay to Purchaser 2 per cent (2%) and company commission the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall retain any payment made for use and company beyond the date possession is surrendered.

(b) Possession Thereof. At closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 5% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale in Escrowee form of 7 days. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above sum and company, the sum of 10% of said possession sum 7 days up to and including the day possession is surrendered to Purchaser plus any unpaid tax and company to the date possession is surrendered, and said amount to be paid out of escrow and the balance, if any, to be turned over to Seller and Purchaser plus any unpaid tax and company to the date possession is surrendered, and said amount to be paid out of escrow and the balance, if any, to be turned over to Seller and Purchaser upon acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby agree that, upon the date of possession, Seller shall deliver to Purchaser without the joint written direction of the Seller and Purchaser or their authorized agent, all keys to the premises and all other items of value and the possession thereof then the escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer deposits an instrument of the possession escrow then the parties hereby agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an affidavit in the Escrowee and do hereby agree upon that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the Escrowee and do hereby agree that Seller and Buyer shall be held harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses.

9. Purchaser has reviewed the Trust Documents, including the Note, Loan Policy Disclosure, and Loan Agreement, and Zoning Classification, and has accepted the same. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

10. DUAL AGENT CONFIRMATION OF CONSENT. The undersigned confirm that they have previously discussed it, and hereby reaffirm such consent to (Licensee) acting as a Dual Agent in providing brokerage services to their clients and specifically consent to the same acting as a Dual Agent in regard to the transaction referred to in this contract.

Seller(s) Initials _____ Buyer(s) Initials _____
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 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

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 commission and date, mainly accepted to the parties. If within 10 days after acceptance of the Contract, it becomes evident that the parties cannot be reconciled by the parties or a neutral 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 be null and void and all monies paid by the Purchaser shall be returned upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and appraisal of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 10 days from the date of acceptance of this Contract. Purchaser shall indemnify 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 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 thereafter 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 returned upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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

PURCHASER: Michael J. Danvers (Social Security #) 319-90-9976 (City) Hoboken (State) 07030 (Zip Code) (B-Mail)
First Name (Social Security #) (City) (State) (Zip Code) (B-Mail)

SELLER: Michael J. Danvers (Social Security #) 319-90-9976 (City) Hoboken (State) 07030 (Zip Code) (B-Mail)
First Name (Social Security #) (City) (State) (Zip Code) (B-Mail)

FOR INFORMATIONAL PURPOSES:
Listing Office: RL INVESTORS Address: _____ Phone: _____ E-Mail: _____
Seller's Designated Agent Name: MICHAEL DANVERS Address: _____ Phone: _____ E-Mail: _____
Cooperating Office: BROZ GROUP Address: _____ Phone: _____ E-Mail: _____
Buyer's Designated Agent Name: MARILYN GALT Address: _____ Phone: 733-544-1234 E-Mail: _____

ACCEPTANCE OF CONTRACT BY SELLER
This _____ day of _____, 20____ I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.
SELLER: Michael J. Danvers (Social Security #) 319-90-9976 (City) Hoboken (State) 07030 (Zip Code) (B-Mail)
First Name (Social Security #) (City) (State) (Zip Code) (B-Mail)

SELLER: _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) (B-Mail)
First Name (Social Security #) (City) (State) (Zip Code) (B-Mail)

RECEIVED FEB-24-04 12:22 FROM-201 433 6138 TO-



UNOFFICIAL COPY

13. Upon interest on existing mortgage if any, water, sewer, gas, electric, and other items shall be provided to the purchaser. If property is to be sold in a foreclosure sale, the available tax bill is on vacant land, parties hereto agree to represent to the purchaser that the property is as shown on the plat and that the property is as shown on the plat.

14. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

15. 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 as of 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. Delivery by Seller of Commitment for Title Insurance is subject to Seller's mortgage 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 encumbrances, Seller shall have thirty days from Seller's receipt of evidence of title to cure such encumbrances and notify Purchaser accordingly, and so to three exceptions which may be removed at closing by payment of money, Seller may have some removed at closing by waiving the proceeds of title in payment thereof.

16. 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, e-mail, 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 whenever 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.

17. 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 Seller, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligations of this Contract. In the event of any default, Seller shall give written notice to Seller and Purchaser (indicating Seller's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Seller'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 Seller is a licensed real estate broker, Seller may not distribute the earnest money without the joint written consent of the Seller and Purchaser or their authorized agent. If Seller 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, then the parties hereto agree that the Seller may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. The parties agree that Seller may be reimbursed from the earnest money for all costs, including the reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

18. Seller warrants and warrants that the heating, plumbing, electrical, central cooling, ventilation 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 work is 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.

19. If this property is new construction, Seller and Purchaser agree to comply with all jurisdiction disclosure requirements as provided by the Federal Trade Commission, and Rider 18 is hereby attached.

20. 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.

21. 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 188.3 of the Chicago Municipal Code concerning Housing Code Violations for lots in the property.

22. At the request of Seller or Purchaser evidenced by action 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 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 construction fees. The cost of the escrow shall be shared equally between Purchaser and Seller.

23. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated within six (6) months prior to date of closing hereto showing the present location of all improvements. If Purchaser or Purchaser's mortgage desires a more recent or extra large survey, same shall be obtained at Purchaser's expense.

24. 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 mortgage, or the Title Insurance Company for extended coverage.

25. Right is reserved by either party to insert correct legal description at any time, without cost, if no name is available.

26. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

27. 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.

28. 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.

29. 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 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 to state ordinance.

30. Seller shall remove from possession all debris and Seller's personal property not conveyed by Bill of Sale by or before. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for other portion of the total cost related to this violation, that is below \$250.00.

31. 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.

32. Time is of the essence of this contract.

33. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

34. In the event the property is in a Good plain and flood insurance is required by Purchaser's lender, Purchaser shall pay the same.

CH11 04078 v4

23. Seller to provide 2002 and 2003 year to date property operating statements and current rent roll within three days of acceptance.

24 - CONTRACT CONTINGENT ON BUYER'S ABILITY TO SECURE ACCEPTABLE BUILDING INSURANCE!!!

25 CONTRACT WILL BE ASSIGNED TO GERRIT LEJEN.

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

September 30, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
3310 N. Harlem Ave.
Chicago, IL 60634

Re: Ruiz to Jepsen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchasers of the above captioned property have not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including October 14, 2003.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta Esq.

JRK/mjl

Accepted:

Seller or Seller's Agent

28/MortExten



UNOFFICIAL COPY

DATE : SEP-30-2003 TUE 02:49 PM
NAME :
TEL. :

PHONE	:	6374200
PAGES	:	1/1
START TIME	:	09-30 02:48PM
ELAPSED TIME	:	00'18"
MODE	:	ECM BLACK
RESULTS	:	OK

Property of Cook County Clerk's Office

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
 5680 N. ELSTON AVENUE
 CHICAGO, ILLINOIS 60646
 (773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

October 14, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
 3310 N. Harlem Ave.
 Chicago, IL 60634

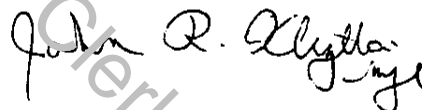
Re: Ruiz & Jepsen
 4625 S. Drexel
 Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including October 21, 2003.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent


UNOFFICIAL COPY

DATE : OCT-14-2003 TUE 03:58 PM
NAME :
TEL. :

PHONE : 6374200
PAGES : 1/1
START TIME : 10-14 03:57PM
ELAPSED TIME : 00'19"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office

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KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

October 21, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
3310 N. Harlem Ave.
Chicago, IL 60634

Re: Ruiz to Jensen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

It is my understanding that the sellers and purchaser have agreed to an extension of the mortgage contingency up to and including November 20, 2003 and an extension of the closing date up to and including December 22, 2003.

Please verify the above with the sellers and if they are in agreement with these extensions sign in the space provided below and return this letter to the attention of the undersigned.

Very truly yours,



John R. Klytta, Esq.

JKR/mjl

Agreed:

 Seller or Seller's Agent


UNOFFICIAL COPY

DATE : OCT-21-2003 TUE 12:05 PM
NAME :
TEL. :

PHONE : 6374200
PAGES : 1/1
START TIME : 10-21 12:04PM
ELAPSED TIME : 00'19"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
 5680 N. ELSTON AVENUE
 CHICAGO, ILLINOIS 60646
 (773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

November 20, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
 3310 N. Harlem Ave.
 Chicago, IL 60634

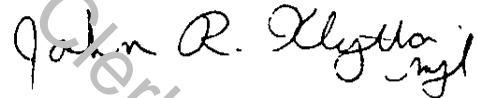
Re: Ruiz vs Jepsen
 4625 S. Brexel
 Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including December 1, 2003.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent


UNOFFICIAL COPY

DATE : NOV-20-2003 THU 02:26 PM
NAME :
TEL. :

PHONE : 6374200
PAGES : 1/1
START TIME : 11-20 02:25PM
ELAPSED TIME : 00'19"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office

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KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
 5680 N. ELSTON AVENUE
 CHICAGO, ILLINOIS 60646
 (773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

December 1, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
 3310 N. Harlem Ave.
 Chicago, IL 60634

Re: Ruiz to Jepsen
 4625 S. Drexel
 Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including December 1, 2003.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent



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DATE : OCT-31-2003 FRI 03:58 PM
NAME :
TEL. :

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PAGES	:	1/1
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MODE	:	ECM BLACK
RESULTS	:	OK

Property of Cook County Clerk's Office

UNOFFICIAL COPYKLYTTA and KLYTTA
ATTORNEYS AT LAWELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

December 8, 2003

VIA FACSIMILE (773) 637-4200

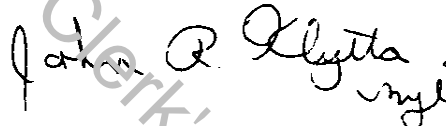
George LaCorte, Esq.
3310 N. Harlem
Chicago, IL 60634Re: Ruiz & Jepsen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including December 15, 2003. Kindly forward a copy of the title commitment to us as soon as possible for review.

If you agree with this extension, sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent


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DATE : NOV-7-2003 FRI 03:54 PM
NAME :
TEL. :

PHONE	:	6374200
PAGES	:	1/1
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RESULTS	:	OK

Property of Cook County Clerk's Office

UNOFFICIAL COPYKLYTTA and KLYTTA
ATTORNEYS AT LAWELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

December 15, 2003

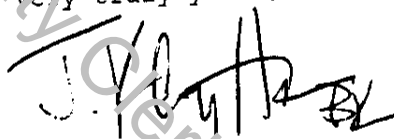
VIA FACSIMILE (773) 637-4200
George LaCorte Esq.
3310 N. Harlem Ave.
Chicago, IL 60634Re: Ruiz to Jepsen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including December 22, 2003, and an extension of the closing date up to and including December 29, 2003.

If you agree with these extensions, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent


UNOFFICIAL COPY

DATE : DEC-15-2003 MON 04:55 PM
NAME :
TEL. :

PHONE	:	6374200
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START TIME	:	12-15 04:50PM
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RESULTS	:	OK

Property of Cook County Clerk's Office

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KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

December 22, 2003

VIA FACSIMILE (773) 637-4200

George LaCorte, Esq.
3310 N. Harlem Ave.
Chicago, IL 60634

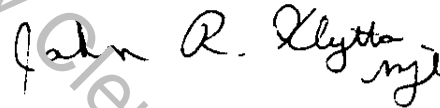
Re: Ruiz to Jepsen
4625 S. Prexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including December 29, 2003.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

Seller or Seller's Agent



~~UNOFFICIAL COPY~~

DATE : DEC-22-2003 MON 03:11 PM
NAME :
TEL. :

PHONE	:	6374200
PAGES	:	1/1
START TIME	:	12-22 03:10PM
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MODE	:	ECM BLACK
RESULTS	:	OK

Property of Cook County Clerk's Office

UNOFFICIAL COPYKLYTTA and KLYTTA
ATTORNEYS AT LAWELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

December 22, 2003

VIA FACSIMILE (773) 637-4200George LaCorte, Esq.
3310 N. Harlem Avenue
Chicago, IL 60634Re: Ruis to Jepsen
4625 S. Drexel, Chicago, IL

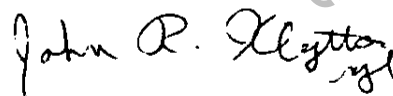
Dear Mr. LaCorte:

As you know this office represents the purchaser of the above referenced property. It is my understanding that the seller and purchaser have agreed upon the following:

1. The earnest money is currently \$50,000.00. From the currently held earnest money, both parties have agreed to designate \$20,000.00 as non-refundable if the purchaser is unable to close by January 31, 2004.
2. The purchaser's lender may from time to time request documentation from the seller. All requests must be complied within 1 business day of said request.
3. Seller to file Cook County Real Estate Assessed Valuation Appeal for 2003 Taxes payable in 2004.

Please acknowledge your clients agreement with the foregoing by signing in the space provided below and return to the undersigned. Both parties would appreciate a timely response to this letter.

Very truly yours,



John R. Klytta, Esq.



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DATE : DEC-22-2003 MON 03:54 PM
NAME :
TEL. :

PHONE	:	6374200
PAGES	:	1/1
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RESULTS	:	OK

Property of Cook County Clerk's Office

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Dec 31 03 01:23p

DENISE VERGES MD

847 816 1567

P. 1

847-759-9400

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5080 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

December 22, 2003

VIA FACSIMILE (773) 763-4200

George LaCorte, Esq.
3310 N. Harlem Avenue
Chicago, IL 60634

Re: Ruiz to Jepsen
4625 S. Drexel, Chicago, IL

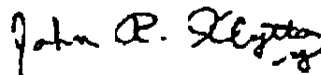
Dear Mr. LaCorte:

As you know this office represents the purchaser of the above referenced property. It is my understanding that the seller and purchaser have agreed upon the following:

1. The earnest money is currently \$50,000.00. From the currently held earnest money, both parties have agreed to designate \$20,000.00 as non-refundable if the purchaser is unable to close by January 31, 2004.
2. The purchaser's lender may from time to time request documentation from the seller. ~~At the seller's expense.~~
3. Seller to file Cook County Real Estate Assessed Valuation Appeal for 2003 Taxes payable in 2004. ~~ON SELLER'S EXPENSE~~
BUYER

Please acknowledge your clients agreement with the foregoing by signing in the space provided below and return to the undersigned. Both parties would appreciate a timely response to this letter.

Very truly yours,



John R. Klytta, Esq.



Seller, Agreed as amended above.

DEC-30-2003 11:03P FROM:

12/31/2003 WED 13:07 FAX

PAGE: 2



100/100

P: 3/3

TO: 19477599400

EC-31-2003 WED 01:23PM ID:

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KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

January 5, 2004

VIA FACSIMILE (847) 759-9400

George LaCorte, Esq.
2250 E. Devon Ave., Suite 251
Des Plaines, IL 60018

Re: Ruiz to Jepsen
4625 S. Drexel, Chicago, IL

Dear Mr. LaCorte:

As clarification of my letter of December 23, 2003, #2 will further state seller shall provide said documentation within 72 hours of receipt of request. As to item #3, seller shall provide proof in the form of a retainer agreement and all documentation evidencing the Cook County Real Estate Assessed Valuation Appeal by seller.

Should you have any questions further or if this is not your understanding kindly respond within 48 hours of receipt of this letter. This letter shall become part of the December 23, 2003 modification letter.

Very truly yours,



John R. Klytta, Esq.



~~UNOFFICIAL COPY~~

DATE : JAN-5-2004 MON 04:18 PM
NAME :
TEL. :

PHONE	:	18477599400
PAGES	:	3/3
START TIME	:	01-05 04:17PM
ELAPSED TIME	:	00'20"
MODE	:	ECM BLACK
RESULTS	:	OK

Property of Cook County Clerk's Office

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

January 5, 2004

VIA FACSIMILE (847) 759-9400
George LaCorte, Esq.
2250 E. Devon Ave.
Des Plaines, IL 60018

Re: Ruiz to Jepsen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including January 17, 2004.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

Seller or Seller's Agent



UNOFFICIAL COPY

DATE : JAN-5-2004 MON 04:18 PM
NAME :
TEL. :

PHONE : 18477599400
PAGES : 3/3
START TIME : 01-05 04:17PM
ELAPSED TIME : 00'20"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
 5680 N. ELSTON AVENUE
 CHICAGO, ILLINOIS 60646
 (773) 763-6565 • FAX: (773) 763-1145

Anthony M. Klytta

John R. Klytta

January 12, 2004

VIA FACSIMILE (847) 759-9400
 George LaCorte, Esq.
 2250 E. Devon Ave., Suite 251
 Des Plaines, IL 60018

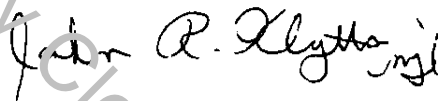
Re: Ruiz to Jepsen
 4625 S. Drexel
 Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including January 21, 2004.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

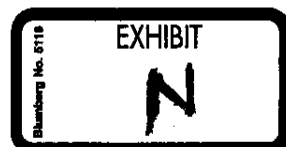
Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

 Seller or Seller's Agent


~~UNOFFICIAL COPY~~

DATE : JAN-12-2004 MON 02:24 PM
NAME :
TEL. :

PHONE : 18477599400
PAGES : 1/1
START TIME : 01-12 02:23PM
ELAPSED TIME : 00'07"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office

UNOFFICIAL COPY

KLYTTA and KLYTTA
ATTORNEYS AT LAW

ELSTON ARMS BUILDING
5680 N. ELSTON AVENUE
CHICAGO, ILLINOIS 60646
(773) 763-6565 • FAX: (773) 763-1145

John R. Klytta

Anthony M. Klytta

January 21, 2004

VIA FACSIMILE (847) 759-9400

George LaCorte, Esq.
2250 E. Devon Ave.
Des Plaines, IL 60018

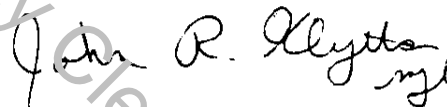
Re: Ruiz to Jepsen
4625 S. Drexel
Chicago, IL

Dear Mr. LaCorte:

Please be advised that the purchaser of the above captioned property has not yet received an unconditional mortgage commitment. Therefore, we are requesting an extension of the mortgage contingency up to and including January 28, 2004.

If you agree with this extension, kindly sign where indicated and fax this letter back to our office. Thank you in advance for your cooperation.

Very truly yours,



John R. Klytta, Esq.

JRK/mjl

Accepted:

Seller or Seller's Agent



~~UNOFFICIAL COPY~~

DATE : JAN-21-2004 WED 04:19 PM
NAME :
TEL. :

PHONE : 18477599400
PAGES : 1/1
START TIME : 01-21 04:17PM
ELAPSED TIME : 00'07"
MODE : ECM BLACK
RESULTS : OK

Property of Cook County Clerk's Office