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After Recording Mail To:

Tyrone Davis
Davis & Kendall, P.C.
205 W. Randolph, Suite 1245
Chicago, IL 60606



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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/23/2004 12:44 PM Pg: 1 of 8

Memorandum of Agreement

This is a Memorandum of an agreement ("Agreement") dated March 21, 2004, Between Bridgette Alderson ("Seller") and Sharon Hall ("Purchaser"). The Agreement, in its entirety, is attached hereto as Exhibit A and forms a part hereof and affects and concerns the real estate located at 1365 Kenilworth, Calumet City, Illinois as legally described in Exhibit B (the "Real Estate") which is attached hereto and made a part hereof. The Agreement provides, in part, that Sellers will convey the Real Estate to Purchasers for the sum of \$118,995.00 inclusive of certain items of personal property contained in the Agreement.

This Memorandum is not a complete summary of the Agreement. The Agreement is attached hereto as Exhibit A. Provisions in this Memorandum shall not be used in interpreting provisions of the Agreement. In the event of a conflict between the Memorandum and Agreement, the Agreement shall control.

See Attached Legal Description for P.I.N.

This Memorandum was prepared by Tyrone Davis, of Davis & Kendall, P.C., 205 W. Randolph, Suite 1245, Chicago, Illinois, 60606, (312)857-1997.

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ERA ADVANCE REALTY



REAL ESTATE CONTRACT FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND FORM APPROVED BY THE SOUTH/SOUTHWEST ASSOCIATION OF REALTORS®



SELLER: Owner of record

ADDRESS: 1365 Kenilworth Calumet City Illinois 60409
(CITY) (STATE) (ZIP)

BUYER: Bridget Alderson (STATE) (ZIP)

ADDRESS: 813 194th Street Glenwood Illinois
(CITY) (STATE) (ZIP)

- SINGLE FAMILY
- MULTI-FAMILY
- TOWNHOUSE
- CONDOMINIUM
- VACANT LOT (Check One)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions hereinafter set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to attach hereto at any time hereafter)

STREET ADDRESS: 1365 Kenilworth Calumet City Illinois 60409
(Include "Unit Number" if condominium or townhouse) (CITY) (STATE)

LOT SIZE: APPROXIMATELY PER SURVEY X X X FEET.

IMPROVED WITH 3 bedroom single family dwelling with 1 car garage
together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:
oven, range, washer, dryer, refrigerator, remote controls to ceiling fans, microwave

PRICE AND TERMS:

PURCHASE PRICE	\$ <u>118,995</u>
EARNEST MONEY DEPOSIT	\$ <u>1,000</u>
In the form of (cash), (personal check), (cashier's check) or (judgment note due <u>Due upon acceptance of contract</u>)	\$ <u> </u>
BALANCE DUE AT CLOSING	\$ <u>117,995</u>

FINANCING:

This Contract is contingent upon Buyer securing within 25 days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ 112,096 or such lesser sum as Buyer accepts, with interest not to exceed 5% per year, to be amortized over 30 years, the combined origination and discount fees for such loan not to exceed 1%, plus loan processing fees, if any. Buyer shall make written application for such loan within ten (10) days from date of acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, Buyer shall provide written notice of same to Seller or Seller's attorney. Seller may, at his option, within an equal number of additional days, procure for Buyer such a commitment or notify Buyer that Seller will accept a purchase money mortgage upon the same terms. In the event neither Buyer nor Seller secure such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest money shall be returned to Buyer. Buyer shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delays caused thereby shall not constitute a default by the Seller. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:
The closing shall be on or before April 21, 2004 at the office of Buyer's lender, or Seller's attorney SH BA Title Company

POSSESSION: (Select one applicable option)

Seller shall deliver possession to the Buyer at closing, OR 5 business days SH BA

Seller shall deliver possession to Buyer within days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance

1/30th SH BA

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expenses during said period, and shall deliver possession of the real estate in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the ~~XXXXXX~~ day after closing, the sum of \$ ~~XXXXXX~~ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession. Seller further agrees to reimburse Buyer for all reasonable attorneys' fees and court costs Buyer may incur in the enforcement of his rights pursuant to this provision.

Seller shall deposit the sum of \$ ~~XXXXXXXXXXXX~~ in escrow with ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except those where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or the lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

DEED (CONVEYANCE; LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes, including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Prorations of general taxes shall be on the basis of 105% of the latest ascertainable bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be a part of closing by the parties hereto.

SURVEY:

Seller at his expense, except for condominiums, shall furnish to Buyer a current spotted survey (dated not more than 6 months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, assessments and building lines. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any assessments or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, these encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense.

COMMISSION:

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker and Buyer's broker are identified on page four (4) of this Contract.

ATTORNEY MODIFICATION:

The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. **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 CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**

CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)

Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection,
OR

Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a certified home inspection service of Buyer's choice, and at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repair exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for certain repairs, Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice, Buyer shall within two (2) business days thereafter notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. The parties hereby agree that the following items are accepted by Buyer "As Is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:

IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.

WELL AND SEPTIC TEST: (Select one applicable option)

The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision inapplicable),
OR

The subject property is not served by a community or municipal water and sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires the Buyer to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:

The earnest money and this Contract shall be held by Coldwell Banker Residential (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the same amount of money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

TERMITE INSPECTION:

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no viable evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

GENERAL CONDITIONS AND STIPULATIONS:

(a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.

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- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.
- (f) This Contract is subject to the provisions of Public Act 88-111 known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part of this Contract. The Seller represents that the information contained in the disclosure document is accurate as of the contract date.
- (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (h) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.
- (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamp. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.
- (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (k) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee a full performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

This Contract and Riders numbered _____, attached hereto and incorporated herein, shall be executed by Buyer and Seller
 REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, shall be attached hereto and incorporated herein, shall be executed by Buyer and Seller
 and one copy thereof delivered to Seller and one copy delivered to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

* All parties shall have 3 business days to accept, reject or counter this offer.

BUYER(S): Bridget Alderson SELLER(S): Shawn Hale

BUYER(S): _____ SELLER(S): _____

Date of Offer: 3/18/04

Date of Acceptance: 3/21/04
 (This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

IDENTITY OF BROKERS AND ATTORNEYS
 (Please complete when executing the Contract)

BUYER'S BROKER: ERA ADVANCE REALTY
 (Company)
 Telephone: 773-445-5566
 Fax: 773-445-9095

SELLER'S BROKER: Coldwell Banker Residential
 (Company)
 Telephone: 708 672-6733
 Fax: 773 672-3776

(Designated) or (Dual Agent): (Select one)
Shelley Chandler

(Designated) or (Dual Agent): (Select one)
Inga Shaw

BUYER'S ATTORNEY: Ty Bone Davis
 (Agent's Name)
 Telephone: 312 857-1997
 Fax: 312 857-2015

SELLER'S ATTORNEY: Phyllis Monks
 (Agent's Name)
 Telephone: 708-672-5200
 Fax: 708-672-9386

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Exhibit "B"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 4 IN GOLD COAST FIRST ADDITION BEING A SUBDIVISION OF THAT PART OF FRACTIONAL NORTH EAST QUARTER LYING SOUTH OF THE CENTER LINE OF PRAIRIE ROAD AND WEST OF A LINE WHICH IS PARALLEL TO AND 743.2 FEET WEST OF THE ILLINOIS - INDIANA STATE LINE, ALSO A SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF THE FRACTIONAL SOUTH EAST QUARTER LYING WEST OF A LINE WHICH IS PARALLEL TO AND 743.2 FEET WEST OF THE ILLINOIS - INDIANA STATE LINE ALL IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1365 KENILWORTH CALUMET CITY, IL 60409

PERMANENT INDEX NUMBER: 30-20-205-005-0000

Cook County Clerk's Office