PROMOTE BY STRUCKY STATEMENT

AMAROUS WOULDCALE LENDER

Branch #: 0000995

1011 WARRENVILLE RD. #115

LISLE, IL 60532

Phone: (630)969-7600

Br Fax No.: (630)852-5700

DOC ID #: 00003807551708003 BORROWER: PIOTR KOTARSKI

58/28/2003

DATE:

CASE #:

PROPERTY ADDRESS: 1346 SEBRING CIRCLE ELGIN, IL 60120

LEGAL DESCRIPTION EXHIBIT A

THE LAND REFERRED TO IN THIS FOLICY IS DESCRIBED AS FOLLOWS:

LOT 129 IN COUNTRY BROOK NORTH, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 18 AND PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Doc#: 041 !448 141 Eugene "Gene" Mocis Fee: \$86.00 Cook County Recorder of Deeds Date: 05/03/2004 03:09 PM

**FHAVVA/CONV**  Legal Description Exhibit A 1C404-XX (04/03)(d)







#### MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".
2	Buyer(s) ZBIGNIEW KOTARSKI Seller(s) PLOTE KOTARSKI & MONIKA DZAG.
4	2 miles Deal Relate shall be defined to include the Real Estate and all improvements thereon. Seller
5	to Divor or to River's designated grantee the Real Estate with the approximate for size of acroago
6 7	commonly known as: 1346 SEBLING CIN CULTURE AS 1546
8	Address City State Zip
9	COOK 06-18-217-029-0000
À	Permanent Index Number(s) of Real Estate
1	deeded space: / limited common element;
2	assigned; Parking space #
3	3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein
4	a the seal to Calleta knowledge are in operating condition on the Date of Acceptance, unless otherwise stated northin
5	Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
6	following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]  V. Refrigerator  V. Al Tacked Down Carpeting  V. Fireplace Screen(s)/Door(s)/Grate(s)  V. Electronic or Media Air Filter
8	Town/Pappre/Stove /Ad W adow Treatments & Hardware Trieplace Gas Logs
9.	- Microwave / Built-it or Attached Shelving / Existing Storms & Servens
?() }	V Distinguish V Softener (owned)  Intercom System  Water Softener (owned)
2	TV Antenna System  Central Vac & Equipment  Outdoor Sned  Attached Gas Grill
!3 !4	Whasher Village Ar Conductor (a) Village Transmitter(s) Village Fixtures, as they exist
<u> </u>	Satellite Dish and System — Invisible Fence System, Collar(s) and Box Home warranty 3
	Other items included:
27	Seller warrants to Buyer that all fixtures, systems and rersonal property included in this Contract shall be in operating
85	110 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
29 30	A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
31 31	the contract of the contract o
	A DUDGILLACE DDICE, Durchage Drice of \$ 1.7(.760.16) Shah be paluas fonows, minut
33	pormest money of \$ 1,000,00 by [/](check), (cash), or [indic due on
34	20 to be increased to a total of \$ by
) [	and the original of this Contract shall be held by the LISTING COMPANY, as Escrowed, in trust for the internal
36	benefit of the Parties. The balance of the Purchase Price, as adjusted by provations, shall be paid at Closing by wire
37	transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title
38	company's check is guaranteed by a licensed title insurance company).  5. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written
40	the second to a matters of title and survey or matters totally within Buyer's conduct on or octore
1 2	Apply 2014 2014 for a CONVENTIONAL (type) loan of \$ 2.5.00.00 of such
12	applicable) shall not exceed 5.5 % per annum, amortized over not less than 50 years Buver shall pay loan
44	and simplified for and/or discount noints not to exceed 1/ 70 of the total amount. Senot shall pay feat origination
15	1/2 discount points not to exceed 10 % of the loan amount. Those fees/points committed to by Buyer shall be applied
10	C. A Development the cost of application, usual and customary processing fees and Closing costs charged by lefter.
17	(If EUA /VA refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within 110 (3)
48	business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If
49	Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to
	Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, Buyer shall be deemed
51	to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided
5 7	have this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A
5/1	condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not reduce the
55	the second sensitional for the nurness of this paragraph. If Seller at Seller's Oblight and expense,
56	within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller
-	within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller  Buyer Initial  Buyer Initial  Buyer Initial  Buyer Initial  Buyer Initial  Buyer Initial
	Address
	Address

	will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) business days of the little o
	In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to
4	provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage computation of the sign all papers necessary to obtain the mortgage computation of the sign and shall
(	of sign all papers necessary to obtain the mortgage commitment and to close the loan.
(	- W COOKING OF CACION DAVOUE Shall be on ADDIT 20-11
(	mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate, or as shall be ographically nearest the Real Estate, or as shall be ographically nearest the Real Estate.
$\epsilon$	geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.
6	4 7. POSSESSION: Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered keys to Real Estate to Briver or to Listing Office Seller at 11.11.
6	5 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.
6	6 8. RESIDENTIAL REAL ESTATE AND LEAD PASED DAINED DISCLOSURE STATE AND LEAD PASED DAINED DISCLOSURE AND LEAD PASED DAINED D
6	6 8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract. Buyer Ichgek and Values Ulag put received.
6	
6	Report; [check one] Thas has not received the EPA Pamphlet,"Protect Your Family From Lead in Your Home";  [check one] Thas has not received a Lead-Based Paint Disclosure.
7	9. PRORATIONS: Proratable items shall include mithaut limited.
7	9. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
7.	
7.	at Closing any special assessments (gavernment)
74	Real Estate taxes shall e prorated as of the date of Closing based on 105 % of the most recent ascertainable full
7.	
76	
77	recent ascertainable tax bili redicts a homeowner, senior citizen or other exemption, Seller has submitted or will submit in a timely manner all necessary documentation to the Agrees 200000000000000000000000000000000000
78	in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said exemption(s). Accumulated reserves of Thomeowner/Condominium Association are not a proratable item.
79	10. OTHER PROVISIONS: This Contract is also subject to the appropriate of the provision are not a proratable item.
80	10. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initialed by the Parties which are contained on the succession.
81	initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:
82	11. PROFESSIONAL INSPECTIONS: Buyer may secure at Buyer's expense (unless otherwise provided by
83	governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or wood insect infectation in and/or lead-based paint hazards (unless
84	The way of the transfer of the
85	inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the
86	inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five
87	(5) business days (ten (10) calendar days for a lead-based paint an l/or lead-based paint hazard inspection) after Date of
88	Acceptance. If written notice is not served within the time specified, this provision shall be deemed waived by
89	Parties and this Contract shall remain in full force and effect. If within ten (10) business days after Date of
90	Theoptanee, written agreement cannot be reached by the parties with respect to an 1.1.
91	
92	The strategy money religious to Duver moon written direction of the Douties to Francisco Management of
93	cover only major components of the Real Estate, including but not limited to, central heating system(s), reliable and well system electrical and system(s).
	"Journal of the state of the st
95	The major component shall be declied to be in operating condition if it may family it is
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	Validation of the State of Land County of the State o
	and the proposed injudication is all visiting of within the 1001 of the second of the
	and the first descendent on proposed moduleanonis) cannot be reached by the Deather At a contract of the contr
• •	nan and fold and cal hest money remaned to know unon written direction of the B. 11 1 2 2
	The server of the title title specified. This provision shall be deemed welf-ed by the server of the
107	13. PLAT OF SURVEY: Not less than one (1) business day prior to Claring annual 1.
	The state of the s
109	not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing
	p = p + p + p + p + p + p + p + p + p +
-	Buyer Initial Buyer Initial P.V. Seller Initial M. O Seller Initial
	43001 ESS

- any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
- survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
- Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
- shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current Illinois minimum standards for a boundary with the cu
- professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and does not satisfy the necessary requirements.
- 117 14. NOTICE: All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:
  - (a) By personal delivery of such notice; or

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- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
  - (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission; or
  - (d) By sending e-mail farsmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, farsionle, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.
- 133 15. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recorable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate) and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.
- 139 16. TITLE: At Seller's expense, Seller will deliver or cat se to be delivered to Buyer or Buyer's attorney within 140 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title 141 142 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract, subject only to items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real 144 Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and 145 merchantable title as therein shown, subject only to the exceptions therein stated If the title commitment discloses 146 unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer committee insurer against loss or damage 147 that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title 148 insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase 149 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of 150 Title covering the date of Closing, and shall sign any other customary forms required for issuance of ar ALTA Insurance 151 152
- 153 17. REAL ESTATE PROPERTY TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reproration shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such reproration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.
- 161 18. PERFORMANCE: Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect

Address	Buyer Initial XX	_Buyer Initial _	p. K	_Seller Initial _	M.J	_ Seller Initial
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#### **UNOFFICIAL CC**

- 163 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be 164 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent 165 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit 166 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the 168 interpleader action. Seller and Buyer shall indemnify and hold. Escrowee harmless from any and all conflicting claims 169 and demands arising under this paragraph.
- 170 19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be 171 destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall 172 have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage,
- which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged 174 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable 175

to this Contract, except as modified in this paragraph.

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- 20. SELLER ACCRESENTATIONS: Seller represents that he has not received written notice from any Governmental body or Homeowner Association of (a) zoning, building, fire or health code violations that have not been corrected; (b) 178 any pending rezoning; c. (c) a proposed or confirmed special assessment and /or special service area affecting the Real 180 Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Se le represents that there have been no improvements to the Real Estate which are not 182 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home improvement tax exemption.
- 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean 185 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at 186 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property 187 prior to possession to verify that the Real Estate, in provements and included personal property are in substantially the same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted. 189
- 22. GOVERNMENTAL COMPLIANCE: Parties agree to comply with the reporting requirements of the applicable 190 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended. 191
- 23. ESCROW CLOSING: At the election of either Party, no less than five (5) business days prior to the Closing, this sale shall be closed through an escrow with the lending institution or de title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted 194 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the 195 196 Party requesting the escrow-
- 24. FLOOD INSURANCE: Buyer shall obtain flood insurance if required by buyer's lender. 197
- 198 25. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executive, negotiating, and finalizing this 199 Contract.
- 200 26. BUSINESS DAYS: Business days are defined as Monday through Friday, excluding Tederal holidays.
- 201 27. CONDOMINIUMS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms. 202 203
  - (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium.
  - (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from 210 Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition 211 that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-212 emptive rights of purchase created by the Declaration of Condominium within the time established by the 213 Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional 214 215 documentation, Buyer agrees to comply with same.

Buyer Initi Address	ial XX	_ Buyer Initial _	P.K	_Seller Initial _	M.O	_ Seller Initial
Buyer Initi Address	al XX	_ Buyer Initial _	P.K	_ Seller Initial _	M.O	_ Seller Initial

2	(d) In the event the documents and information provided by the Seller to the Buyer disclose that the existing
2	improvements are in violation of existing rules, regulations or other restrictions or that the towns and any tri-
2	i distribution of the continuous of the continuo
	The state of the s
	inancial considerations which Buyer would have to extend in connection with the owning of the condominium
22	then Buyer may declare this Contract null and void by giving Seller written notice within five (5) business day
22	after the receipt of the documents and information required by Paragraph 27 (c), listing those deficiencies which
22	2 are unaccentable to Buyer and thereupon all correct money described by 1 at agraph 27 (c), fixting those deficiencies which
22	The state of the s
	and selven models is not selved within the time specified. Buyer sna
22	4 be deemed to have waived this contingency, and this Contract shall remain in full force and effect
22	Seller shall not be obligated to provide a condominium survey.
22	6 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.
22	7 28 CHOICE OF LAW/GOOD FAITH: All terms and prescriptors of the G
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22	subject to the covenant of good faith and fair dealing implied in all Illinois contracts
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23	1 THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES
23	2
	3 CM [72] 29. SALE OF GUYER'S REAL ESTATE:
23	4 Griddel
23	4 [initials]
23	(1) Buyer owns real estate commonly known as (address): \(\frac{1}{2}\) \(\frac{1}2\) \(\frac{1}2\) \(\frac{1}
23	(2) Buyer [check one] Linas IV has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell
23	insteat estate.
23!	The property of the property o
240	(b) Buyer's sale contract check or at: Dis Dis not subject to a real estate sale contingency
24	(c) Buyer's sale contract check one: (c) is not subject to a real estate closing contingency
242	(3) Buyer [check one] has Mhas not listed his first estate for sale with a licensed real estate broker and in a local multiple
243	listing service.
244	
245	Buyer: [check one]
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248	and the Colorada and the Colorada and the Cale of Acceptance of this Contract
249	D. J. J. H. J.
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251	(a) The property of the first this real estate to the property of the property
	to the application of the application of the second
252	cooperate in providing relevant information.
253	C COUNTY OF COUNTY OF COUNTY OF THE COUNTY O
254	(1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's gal estate in full force and effect as of
255	. Such contract shall provide for a Closing date not late than the Closing date set forth in
256	this Contract. If written notice of failure to procure such contract is not served within the lime specified, Buyer shall
257	be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph
258	is used, then the following paragraph must be completed.)
259	(2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Parag and 29 (B) (1) and that
260	contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this
261	Contract this Contract is continued the Contract of the Sale of Buyer's real estate prior to the execution of this
262	Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before
263	deemed to have majord all attentions of the served within the time specified, Buyer shall be
264	deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force
265	and enect.
266	(3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 29 (B) (1)
	(or after the date of this Contract if no date is set forth in Paragraph 29 (B) (1)) Buyer shall within three (2) business days
267	of such termination, notify belief of said termination. Unless River as part of said notice attained all continuous in
268	rangraph 29 and compiles with Paragraph 29 (D), this Contract shall be null and your as of the date of notice and compare
269	money retained to buyer upon written direction of the Parties to Escrowee If written notice as required by this
270	suppliagraph is not served within the time specified. Buver shall be in default under the towns of the contract
271	(C) SELLER S AIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this continuency Saller
272	has the right to continue to show the Real Estate and offer it for sale subject to the following:
	Buyer Initial Buyer Initial P. K. Seller Initial M. Seller Initial
	Buyer Initial ( Buyer Initial Y.K. Seller Initial M. Seller Initial
	Address

0412449141 Page: 7 of 12

Dangaph 29 (II), subject to Pangaph 29 (II).  (2) If Hower complies with the provisions of Pangaph 29 (II) are NOT waived in writing the contingeneits set forth in Pangaph 29 (II) are NOT waived in writing the contract shall be null and void and carnest money refunded to Buyer Escrowe.  (3) WAIVER OF PARAGRAPH 29 CONTINGENCIES: Buyer shall be deemed to carnest money within the time specified. If Buyer fails to deposit the additional earn written direction of the Parties to Escrowe.  (8) WAIVER OF PARAGRAPH 29 CONTINGENCIES: Buyer shall be deemed to carnest money within the time specified. If Buyer fails to deposit the additional earn written direction of the Parties to Escrowe.  (8) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided a variet stall be deemed ineffective and this Contract shall be null and void and written direction of the Parties to Escrowe.  (8) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided a state agents, if known. Failure to provide such courtesy copies shall not render notice state agents, if known. Failure to provide such courtesy copies shall not render notice present party shall be afficient notice of all. Notice shall be given to the Party in the following mann times of the surface of the party shall be afficient notice of the addresses recited herein by regular mail and mail and certifica half shall be effective of 10:00 A.M. on the morning of the set U.S. Mail; or  (3) By facsimile to a Party scenice shall be effective at the time and date the send notice from the receiving Parsy)  (3) Linear and the provided shall be subject as written cancellation of the prior contract is not can elled within the time specified, this Contract shall be subject as written cancellation of the prior contract is not can elled within the time specified, this Contract shall be affective of 10:00 A.M. on the morning of the set of the captal state contract this Contract shall be affective of the Dayer. The B-ver shall be rest to exceed \$35\$ charged for setting up the account.	
Dangenph 29 (B), subject to Paragraph 29 (D) then this Contract shall remain of the contingencies set forth in Paragraph 29 (B) are NOT waived in write Contract shall he noll and void and carnest money refunded to Buyer Escrouvee.  280 (D) WAIVER OF PARAGRAPH 29 CONTINGENCIES: Buyer shall be deemed to 282 equivest money within the time specified. If Buyer fails to deposit the additional earn waiver shall be deemed ineffective and this Contract shall be null and void and written direction of the Parties to Escrowee.  (S) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided a written direction of the Parties to Escrowe.  (S) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided a set of spoats, if known. Failure to provide such courtesy copies of notice should be in writing and shall be served on the Party. Courtesy copies of notice should care spoats, if known. Failure to provide such courtesy copies affall not render notice states agoats, if known. Failure to provide such courtesy copies affall not render notice 1828 person Party shall be ufficient notice to all. Notice shall be given to the Party in the following mann to the provide of such notice offective at the time and date of personal delivery:  (2) By mailing of such notice to the addresses recited herein by regular mail and ustil and ectified sail shall be effective of 10.00 AM. on the moning of the set U.S. Mail, or  (3) By facismile to a Party screpice shall be effective at the time and date the send notice from the receiving Party.  (3) By facismile to a Party screpic shall be solved within the time specified, this Contract that the Contract shall be solved within the time specified, this Contract that the contract the contract that contract the contract that contract the contract that contract the provide shall account at a financial, institution of the prior contract the series of the party scrept shall be reflective and for certain party in the following manner than the contract that party upon written direction of the Party	accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing Buyer shall then have
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Escroves.  (b) WAIVER OF PARAGRAPH 29 CONTINGENCES: Buyer shall be deemed to 22 20 th) when Buyer last delivered written waiver and deposited with the Escrowee the earnest money within the time specified. If Buyer fails to deposit the additional earn waiver shall be deemed ineffective and this Contract shall be null and void and written direction of the Parties to Escrowee.  (c) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided a written direction of the Parties to Escrowee.  (d) Sy shall be in writing and shall be served on the Party. Courtesy copies of notice should be ested agents, if known. Failure to provide such courtesy copies shall not render notice person Party shall be officient notice to all. Notice shall be given to the Party in the following mann of the party	numgencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, this
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334	the event that within five (5) business days after receipt of such report(s), written agreement cannot be reached by the Parties with respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the other Party and this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.
337 338 339 340	34. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.
344 3 345 1 346 3 347 3 348 1 349 8 350 8	"As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller hamnless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the inspection reveals that the condition of the un rovements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so notifies Seller within five (5) business days after the Date of Acceptance, this Contract shall be null and void and earnest money shall be refunded to Buyer upon the written direction of the Parties to Escrowee. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer ask nowledges the provisions of Paragraph 11 and the warranty provisions of Paragraph 3 do not apply to his Contract.
354 [ 355 iii 356 ft 357 p 358 M 359 ai	36. VA OR FIA FINANCING: If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer may terminate this Contract if the Purchase crice set forth herein exceeds the appraised value of the Real Estate, as determined by he Veterans Administration (VA) or the Foderal Housing Administration (FHA). However, Buyer shall have the option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan mount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.  Required FHA or VA amendments shall be attached to Va S Contract.
361 lt 362 pt 363 B 364 se 365 B 366 ap 367 U	is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the surchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the surver has been given, in accordance with HUD/FHA requirements a written statement by the Federal Housing Commissioner enting forth the appraised value of the property (excluding Cloung costs) of not less than \$ uyer shall have the privilege and option of proceeding with the construrtation of the Contract without regard to the amount of the oppraised valuation. The appraised valuation is arrived at to determine he maximum mortgage the Department of Housing and intention in the condition of the property. The value nor the condition of the property uyer should satisfy himself/herself that the price and condition of the property are acceptable.
370	37. INTERIM FINANCING: This Contract is contingent upon Buyer retaining a written commitment for interim nancing on or before
379 ☐ 380 ☐ 381 ☐	38. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent or on the Parties entering to a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either try may deem necessary, providing for one or more of the following: (check applicable box(es))  ASSUMPTION OF SELLER'S MORTGAGE  ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE  VACANT LAND
383 384	NEW CONSTRUCTION  39. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by hin five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate written notice is given to Seller within the time specified, this Contract shall be null and void and earnest money refunded Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this position shall be deemed waived by the Parties and this Contract shall remain in full force and effect.
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0412449141 Page: 10 of 12 AQ-BAGED PAINT AN BASED PAINT HAZARDS SELLER ACKNOWLEDGES THAT THIS STRUCTURE (CIRCLE ONE ONLY) BUILT PRIOR TO 1978. OR WAS NOT SELLER DOES NOT KNOW IF THIS STRUCTURE WAS BUILT PRIOR TO 1978. IF THE STRUCTURE WAS BUILT PRIOR TO 1978 OR IF THE SELLER DOES NOT KNOW, COMPLETE THE BALANCE OF THIS FORM. **Lead Warning Statement** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Seller's Disclosure 1. Presence of lead-base a paint and/or lead-based paint hazards (initial one only): (a) Known lead-Lased paint and/or lead-based paint hazards are present in the housing (explain): P.L. M.O (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 2. Records and reports available to the seller (initial one only): Q. (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Agent's Acknowledgement (Listing agent must initial) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility haser's Acknowledgement (Purchaser must initial) 1. Purchaser has received copies of all information listed above. Purchaser has received the pamphlet Protect Your Family From Lead In Your Lone. 3. Purchaser has (initial one only): a) received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection waived the opportunity to conduct a risk assessment or inspection for the presence or lead-based paints and/or Dertification of Accuracy he following parties have reviewed the information above and certify, to the best of their knowledge, that the information Date

Date

esignated Buyer Agent

Purchaser

Designated Listing Agent

Dale

Date

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This form is provided as a convenience teature to die seller. The purpose of this report is to provide prospective buyers with information about material defects in the residential real property.

THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THIS REPORT BY SELLER CREATES THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES SELLER SWHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION THE PROSPECTIVE BUYER. This form is provided as a convenience feature to the Setter

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losures herein shall not be deemed warranties of any kind by the Seller or any person of the third form, "am aware" means to have actual notice or actual knowledge without any special to the substantial adverse effect on the value of the residential real property or that would significant to the substantial adverse effect on the value of the residential real property or that would significant to the Seller reasonably believes that the condition has been corrected. The Seller discloses the following information with the knowledge, that even though the state of the substantial real property on this information in deciding whether or not and on what terms to purchase the residential real property being sold. If the Seller indicates that the response to any statement, exceptionals information area of the form.	tatements have been acct tatements have been acct ept number 1, is yes or not	trapplicable, the Seller shall provide an expensive trapplicable.
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20 I am aware of boundary or lot line disputes.  21 I have received notice of violation of Local, State or Federal	aws or regulation is relating to	to this property, which violation has not been corrected
22 I have received notice of visitation	-//	
aloments of a condomin	ium, but only the act iai resi	idential real property including limited common elemen
Note: These disclosures are not intended to cover the common elements of a condomin to the exclusive use thereof that form an integral part of the condominium unit.  Note: These disclosures are intended to reflect the current condition of the premises and the condition of the premises are intended to reflect the current condition of the premises.	and do not include precious	problems, if any that the Seller reasonably believes
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If any of the above are marked "not applicable" or "yes", please explain here or use addition	al pages, if necessary.	/\c.
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Seller certifies that Seller has prepared this statement. The Seller hereby authorizes any person investigation or inquiry on the part of the Seller. The Seller hereby authorizes any person investigation in the report to any person in connection with any actual or anticipated sale of	* *	is transaction to provide a copy of this report, and to d
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