

UNOFFICIAL COPY

MOORE/SOLON

15303711051

04/08/04 12:04pm P. 001

Report by STACEY S. SLOAN

AMERICA'S WHOLESALE LENDER

DATE: 05/28/2003
CASE #:
DOC ID #: 00003807551708003
BORROWER: PIOTR KOTARSKI
PROPERTY ADDRESS: 1346 SEBRING CIRCLE
ELGIN, IL 60120

Branch #: 0000995
1011 WARRENVILLE RD. #115
LISLE, IL 60532
Phone: (630)969-7600
Br Fax No.: (630)852-5700

LEGAL DESCRIPTION EXHIBIT A

THE LAND REFERRED TO IN THIS POLICY 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

(PWA 06-18-017-029-0000)



Doc#: 0412449141
Eugene "Gene" Moore, Fee: \$86.00
Cook County Recorder of Deeds
Date: 05/03/2004 03:09 PM Pg: 1 of 12

FHA/VA/CONV
• Legal Description Exhibit A
1C404-XX (04/03)(d)



* 2 3 9 9 1 *



* 0 3 8 0 7 5 5 1 7 0 0 0 0 0 1 0 0 6 A *

UNOFFICIAL COPY



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) ZBIGNIEW KOTARSKI Seller(s) PIOTR KOTARSKI & MONIKA DZIAG
4 (Please Print) (Please Print)

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of _____ commonly known as: 1346 SEBRING CIR, ELGIN IL 60120
8 Address City State Zip
9 COOK _____ 06-18-217-029-0000

10 County _____ Unit # (if applicable) _____ Permanent Index Number(s) of Real Estate _____
11 Condo/Coop/Townhome Parking Space Included: (check type) deeded space; limited common element;
12 assigned; Parking space # _____ (insert number)

13 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
14 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
15 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
16 following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input checked="" type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input checked="" type="checkbox"/> Central Air Conditioning |
| <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> All Window Treatments & Hardware | <input checked="" type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Built-in or Attached Shelving | <input checked="" type="checkbox"/> Existing Storms & Screens | <input checked="" type="checkbox"/> Central Humidifier |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input checked="" type="checkbox"/> Sump Pump(s) |
| <input checked="" type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> TV Antenna System | <input checked="" type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input checked="" type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> All Planted Vegetation | with <u>2</u> Transmitter(s) | <input checked="" type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Satellite Dish and System | | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Home Warranty \$ _____ |

26 **Other items included:** _____
27 **Items NOT included:** _____

28 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
29 condition at possession, except: GARBAGE DISPOSAL
30 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
31 regardless of age, and does not constitute a threat to health or safety.

32 **4. PURCHASE PRICE:** Purchase Price of \$ 237,500.00 shall be paid as follows: Initial
33 earnest money of \$ 1,000.00 by (check), (cash), or (note due on _____
34 20) to be increased to a total of \$ _____ by _____, 20 _____. The earnest
35 money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual
36 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, 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).

39 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written
40 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
41 APRIL 30TH, 2004 for a CONVENTIONAL (type) loan of \$ 237,500.00 or such
42 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if
43 applicable) shall not exceed 5.5 % per annum, amortized over not less than 30 years. Buyer shall pay loan
44 origination fee and/or discount points not to exceed 0 % of the loan amount. Seller shall pay loan origination fee
45 and/or discount points not to exceed 0 % of the loan amount. Those fees/points committed to by Buyer shall be applied
46 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.
47 (If FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)
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
50 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written
51 direction of the Parties to Escrowee. **If written notice is not served within the time specified, Buyer shall be deemed**
52 **to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided**
53 **herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A**
54 **condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the**
55 **mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,**
56 **within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller**

Buyer Initial [Signature] Buyer Initial P.K. Seller Initial M.D. Seller Initial _____
Address _____

MONIKA DZIAG, THE SEUER, IS A LICENSED SALES PERSON IN ILLINOIS

UNOFFICIAL COPY

57 will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.
 58 In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to
 59 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall
 60 sign all papers necessary to obtain the mortgage commitment and to close the loan.
 61 **6. CLOSING:** Closing or escrow payout shall be on APRIL 30TH, 2004, or at such time as
 62 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
 63 geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.
 64 **7. POSSESSION:** Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered
 65 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.
 66 **8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
 67 this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure
 68 Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 69 [check one] has has not received a Lead-Based Paint Disclosure.
 70 **9. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
 71 water and sewer, and homeowner or condominium association fees. Seller represents that as of the Date of Acceptance
 72 Homeowner Association/Condominium fees are \$ 50.00 per YEAR. Seller agrees to pay prior to or
 73 at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general
 74 Real Estate taxes shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full
 75 year tax bill. All prorations shall be final as of Closing, except as provided in paragraph 17. If the amount of the most
 76 recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has submitted or will submit
 77 in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said
 78 exemption(s). Accumulated reserves of a Homeowner/Condominium Association are not a proratable item.
 79 **10. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
 80 initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:
 81 _____
 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
 84 separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more licensed or certified
 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 and/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 Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then
 91 either Party may terminate this Contract by written notice to the other Party and **this Contract shall be null and void**
 92 **and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.** The home inspection shall
 93 cover **only** major components of the Real Estate, including but not limited to, central heating system(s), central cooling
 94 system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and
 95 foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is
 96 intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold
 97 Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing
 98 any inspection(s). **Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.**
 99 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
 100 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
 101 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of
 102 disapproval or proposed modification(s) by any Party shall be in writing. If within ten (10) business days after Date of
 103 Acceptance written agreement on proposed modification(s) cannot be reached by the Parties, **this Contract shall be**
 104 **null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written**
 105 **notice is not served within the time specified, this provision shall be deemed waived by the Parties and this**
 106 **Contract shall remain in full force and effect.**
 107 **13. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing, except where the subject property is a
 108 condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey dated
 109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing

Buyer Initial AKL Buyer Initial P.V. Seller Initial M.D. Seller Initial _____
 Address _____

UNOFFICIAL COPY

110 any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
 111 buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
 112 survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
 113 Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
 114 shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This
 115 professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection,
 116 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
 118 or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the
 119 following manner:

120 (a) By personal delivery of such notice; or

121 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt
 122 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of
 123 mailing; or

124 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 125 provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00
 126 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time
 127 of notice is the first hour of the first business day after transmission; or

128 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
 129 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago
 130 Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the
 131 transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-
 132 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
 134 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
 135 appropriate deed if title is in trust or in an estate) and with real estate transfer stamps to be paid by Seller (unless
 136 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
 137 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
 138 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 cause 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
 141 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
 142 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract,
 143 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
 147 shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage
 148 that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title
 149 insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase
 150 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of
 151 Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance
 152 Policy.

153 **17. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been
 154 previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be
 155 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and
 156 paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be
 157 prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reparation
 158 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
 159 obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly
 160 upon demand.

161 **18. PERFORMANCE: Time is of the essence of this Contract.** In the event of default by Seller or Buyer, the Parties
 162 are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect

Buyer Initial *XY* Buyer Initial *P.K* Seller Initial *M.J* Seller Initial
 Address _____

UNOFFICIAL COPY

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
 167 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
 173 damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage,
 174 which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged
 175 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable
 176 to this Contract, except as modified in this paragraph.

177 **20. SELLER REPRESENTATIONS:** Seller represents that he has not received written notice from any Governmental
 178 body or Homeowner Association of (a) zoning, building, fire or health code violations that have not been corrected; (b)
 179 any pending rezoning; or (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
 181 not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required
 182 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
 183 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home
 184 improvement tax exemption.

185 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
 186 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 187 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property
 188 prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the
 189 same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted.

190 **22. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
 191 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

192 **23. ESCROW CLOSING:** At the election of either Party, no less than five (5) business days prior to the Closing, this
 193 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
 194 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
 195 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
 196 Party requesting the escrow.

197 **24. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

198 **25. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this
 199 Contract.

200 **26. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

201 **27. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be
 202 contrary to other terms of this Contract, shall supersede any conflicting terms.

203 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of
 204 the Declaration of Condominium and all amendments; public and utility easements including any easements
 205 established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and
 206 agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the
 207 date of Closing of general assessments established pursuant to the Declaration of Condominium.

208 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
 209 assessments confirmed prior to the Date of Acceptance.

210 (c) Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from
 211 Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition
 212 that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-
 213 emptive rights of purchase created by the Declaration of Condominium within the time established by the
 214 Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional
 215 documentation, Buyer agrees to comply with same.

Buyer Initial LD Buyer Initial P-K Seller Initial M-D Seller Initial _____
 Address _____

UNOFFICIAL COPY

273 (1) If Seller accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing
 274 of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in
 275 Paragraph 29 (B), subject to Paragraph 29 (D).
 276 (2) If Buyer complies with the provisions of Paragraph 29 (D) then this Contract shall remain in full force and effect.
 277 (3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, this
 278 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
 279 Escrowee.

280 (D) **WAIVER OF PARAGRAPH 29 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph
 281 29 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
 282 earnest money within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified the**
 283 **waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon**
 284 **written direction of the Parties to Escrowee.**

285 (E) **NOTICE (FOR THIS CONTINGENCY ONLY):** Except as otherwise provided above, notice required under this Paragraph
 286 29 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and real
 287 estate agents, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple
 288 person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:

- 289 (1) By personal delivery of such notice effective at the time and date of personal delivery; or
- 290 (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail. Notice served by regular
 291 mail and certified mail shall be effective of 10:00 A.M. on the morning of the second day following deposit of notice in the
 292 U.S. Mail; or
- 293 (3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the
 294 notice from the receiving Party).

296 **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior
 297 real estate contract this Contract shall be subject to written cancellation of the prior contract on or before _____
 298 20_____. In the event the prior contract is not cancelled within the time specified, **this Contract shall be null and void and earnest**
 299 **money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract**
 300 **should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been**
 301 **satisfied or waived.**

303 **31. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms), shall be
 304 held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the
 305 earnest money shall accrue to the benefit of and be paid to Buyer. **The Buyer shall be responsible for any administrative fee (not**
 306 **to exceed \$75) charged for setting up the account.** In anticipation of Closing, the Parties direct Escrowee to close the account no
 307 sooner than ten (10) business days prior to the anticipated Closing date.

309 **32. POST-CLOSING POSSESSION:** In the event possession is not to be delivered at Closing, the Parties shall enter
 310 into a post Closing possession agreement that shall provide, among other things, that possession will be delivered no later than 11:59
 311 P.M. on _____, 20_____, provided sale has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day
 312 to Buyer for use and occupancy from and including the day after Closing to and including the possession date specified above,
 313 regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller
 314 shall deposit in escrow at Closing with Title Company, Listing Company or other escrowee as agreed to by the Parties and escrowee
 315 by separate check, the sum of one percent (1%) of the Purchase Price to guarantee that possession of the Real Estate shall be
 316 delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be
 317 paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of one fifth (1/5th)
 318 of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the
 319 escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within five (5) calendar days after the date
 320 specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to one fifth (1/5th) of the possession escrow sum specified
 321 herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. If
 322 within ten (10) business days after Date of Acceptance written agreement on a post Closing possession agreement cannot be reached
 323 by the Parties, **this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties**
 324 **to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties**
 325 **and this Contract shall remain in full force and effect.**

327 **33. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain, at Seller's expense, a well water
 328 test (including nitrates test) and/or a septic/sanitary report from the applicable governmental authority or qualified inspection
 329 service, each dated not more than ninety (90) days prior to Closing, stating that the well and the water supplied therefrom and the
 330 septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less
 331 than fourteen (14) days prior to Closing. If either system is found not to be in compliance with applicable health regulations, and in

 Buyer Initial YK Buyer Initial P.K. Seller Initial M.D. Seller Initial
 Address _____

UNOFFICIAL COPY

332 the event that within five (5) business days after receipt of such report(s), written agreement cannot be reached by the Parties with
333 respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the
334 other Party and **this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the**
335 **Parties to Escrowee.**

336
337 **34. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
338 _____ (Licensee) acting as a Dual Agent in providing brokerage services
339 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.
340

341 **35. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its
342 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the
343 condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if
344 any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available
345 to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
346 caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the inspection reveals that the
347 condition of the improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so
348 notifies Seller within five (5) business days after the Date of Acceptance, **this Contract shall be null and void and earnest money**
349 **shall be refunded to Buyer upon the written direction of the Parties to Escrowee.** Failure of Buyer to notify Seller or to conduct
350 said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in
351 full force and effect. Buyer acknowledges the provisions of Paragraph 11 and the warranty provisions of Paragraph 3 do not apply to
352 this Contract.
353

354 **36. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer
355 may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as determined by
356 the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of
357 proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the
358 Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan
359 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.
360 **Required FHA or VA amendments shall be attached to this Contract.**

361 It is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the
362 purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the
363 Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
364 setting forth the appraised value of the property (excluding Closing costs) of not less than \$ _____
365 Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the
366 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
367 Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property.
368 Buyer should satisfy himself/herself that the price and condition of the property are acceptable.
369

370 **37. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim
371 financing on or before _____, 20____ in the amount of \$ _____. If Buyer is unable to secure the
372 interim financing commitment and gives written notice to Seller within the time specified, **this Contract shall be null and void and**
373 **earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the**
374 **time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**
375

376 **38. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering
377 into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either
378 Party may deem necessary, providing for one or more of the following: (check applicable box(es))
379 ASSUMPTION OF SELLER'S MORTGAGE
380 ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE
381 VACANT LAND
382 NEW CONSTRUCTION
383

384 **39. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
385 _____, Buyer's specified party,
386 within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate
387 and written notice is given to Seller within the time specified, **this Contract shall be null and void and earnest money refunded**
388 **to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this**
389 **provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

Buyer Initial *[Signature]* Buyer Initial *P.K.* Seller Initial *M.D.* Seller Initial
Address _____

UNOFFICIAL COPY

390 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
391 PARTIES AND DELIVERED
392 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
393 Real Estate Contract 3.0.

394 APRIL 2ND 2004 APRIL 2ND 2004
395 Date of Offer DATE OF ACCEPTANCE

397 Buyer Signature [Signature] Seller Signature [Signature]
398 Buyer Signature [Signature] Seller Signature [Signature]

400 ZBIGNIEW KOTARSKI Monika Dziag
401 Print Buyer(s) Name(s) Print Seller(s) Name(s)

402 8198 DARTMOUTH LN PIOTR KOTARSKI & MONIKA DZIAG
403 Address Address

404 HANOVER PARK IL 60133 [City]
405 City State Zip City State Zip

406 630 830 4679 [Phone] [Phone]
407 Phone Number(s) Email Phone Number(s) Email

408 FOR INFORMATION ONLY
409

410 Selling Office _____ MLS# _____ Listing Office _____ MLS# _____
411

412 Selling Agent _____ MLS# _____ Email _____ Listing Agent _____ MLS# _____ Email _____
413

414 Address _____ City _____ ST _____ Zip _____ Address _____ City _____ ST _____ Zip _____
415

416 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____
417 DARIUSZ WATOR DAVE L. SMIEL

418 Buyer's Attorney _____ Email _____ Seller's Attorney _____ Email _____
419 9850 S. CICERO AVE. OAKLAWN 19 S. LASAUE, CHICAGO

420 Address _____ Address _____
421 708 499 9900 708 499 9980 312 675 9325

422 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____
423

424 Mortgage Company _____ Fax No. _____ Loan Officer _____ Phone No. _____
425

426 ©2003, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this
427 form or any portion thereof is prohibited.

428 Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).
429 Approved by the following organizations January, 2003.

430 Illinois Real Estate Lawyers Association, Belvidere Board of REALTORS®, Boone County Bar Association, Chicago
431 Association of REALTORS®, Du Page County Bar Association, Kane County Bar Association, Lake County Bar
432 Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®,
433 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,
434 REALTOR® Association of the Fox Valley, REALTOR® Association of West/South Suburban Chicagoland, West
435 Towns Board of REALTORS®
436

437 This offer was presented to Seller by PIOTR KOTARSKI & MONIKA DZIAG on 4/2 2004 at 3:30AM (PM)
438 (Agent) (date)

439 This offer is rejected _____ (date)
440 (Seller initials) (Seller initials) (date)

_____ Buyer Initial [Signature] Buyer Initial P.K Seller Initial M.D Seller Initial
Address _____

REACTOR'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
PROPERTY ADDRESS: 1348 SERRING CIR, ELGIN IL 60120



UNOFFICIAL COPY

SELLER ACKNOWLEDGES THAT THIS STRUCTURE WAS WAS NOT (CIRCLE ONE ONLY) BUILT PRIOR TO 1978.
OR

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-based paint and/or lead-based paint hazards (initial one only):
P.K. (a) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
P.K. M.D. (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):
P.K. (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):
M.D. (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 to ensure compliance.

Purchaser's Acknowledgement (Purchaser must initial)

1. Purchaser has received copies of all information listed above.
2. Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.
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 for the presence of lead-based paint and/or lead-based paint hazards.
b) waived the opportunity to conduct a risk assessment or inspection for the presence or lead-based paints and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: [Signature] Date: 4/2/04
Seller: Monika Origo Date: 4/2/04
Designated Buyer Agent: _____ Date: _____

Purchaser: [Signature] Date: 04-02-04
Purchaser: _____ Date: _____
Designated Listing Agent: _____ Date: _____

UNOFFICIAL COPY

This form is provided as a convenience feature to the Seller. The real estate agency does not assume any responsibility for the information conveyed by the seller.

THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER; THEREFORE, SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: _____
City, State & Zip Code: _____
Seller's Name: _____

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 20____, and does not reflect any changes made or occurring after that date or information that becomes known to the Seller after that date. The disclosures herein shall not be deemed warranties of any kind by the Seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the Seller reasonably believes that the condition has been corrected.
The Seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.
The Seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the Seller indicates that the response to any statement, except number 1, is yes or not applicable, the Seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|------------------------------|--------------------------|--------------------------|--|
| 1. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed) |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawspace or basement. |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls or floors. |
| 7. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool) |
| 9. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 17. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 18. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 20. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of Local, State or Federal laws or regulations relating to this property, which violation has not been corrected. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements and 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 do not include previous problems, if any, that the Seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary.

Check here if additional pages used _____
Seller certifies that Seller has prepared this statement and certifies that the information provided is based on actual notice or actual knowledge of the Seller without any investigation or inquiry on the part of the Seller. The Seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: _____ Date: _____ Time: _____
Seller: _____ Date: _____ Time: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OF THE MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT A PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS OR WAS AWARE OF A PARTICULAR CONDITION OR PROBLEM DOES NOT GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

UNOFFICIAL COPY



Property of Cook County Clerk's Office