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Mail to: Law Offices of Aaron Spivack 811 West Superior, Chicago, Illinois 60622			#####################################
State of Illinois)))	ss.	Doc#: 0421139050 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 07/29/2004 01:50 PM Pg: 1 of 3
County of Cook)	33.	
ΛI	EIDAM	T OF INTEREST FOR	2 DEAL BRODERTY

AFFIDAVIT OF INTEREST FOR REAL PROPERTY

NOW COMES, Equinox Development Corporation by Joseph Zivkovic, and first being duly sworn upon oath deposes and states as follows:

1. He is the purchaser under a certain Real Estate Contract dated April 15, 2004 for the purchase of the croperty commonly known as 1838 West Belmont Avenue, Chicago, Illinois, identified as Permanent Index Number: 14-19-433-027-0000 and 14-19-433-028-0000, and legally described as reliews:

Lots 21 and 22 in Block 4 in Gross Park Addition to Chicago, Being a Subdivision of Lots 29 and 50 in Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian (Except Southwest 1/4 of Northeast 1/4 and Southeast 1/4 of Northwest 1/4 and East 1/2 of Southeast 1/4 Thereof) in Cook County, Illinois.

- 2. Said Real Estate Contract was accepted by Federico Medina and Luis Medina. A copy of said Real Estate Sale Contract is attached hereto as Exhibit A.
- 3. Purchaser claims a right and interest in the property identified herein pursuant to the aforesaid Real Estate Contract.

IN WITNESS WHEREOF, affiant sets his hand and spa to this affidavit on this 27th day of July, 2004.

Joseph Zivko Corp. Equinox Dev. Corp.

Subscribed and Sworn to before me this 27th day of July, 2004

masu.

Notary Public

OFFICIAL SEAL
FRANCES V. OWOC
MY COMMISSION EXPIRES 9-5-2007

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APR-15-2004	1515 UNOFFICIAL COPY	P.02/02
	CRICA—ASSOCIATION OF REALTONSALS REAL ESTATE SALE CONTRACT—PARTMENTSANVESTMENTS	

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to: Owner Of Record	1000 11 - 3		11 14.	··· ·	REALION
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Other items included:	415,000 GITTE EMP 01	•			
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PROVISIONS

- 1. Rent, interest on existing mortgage, if any, water, all taxes as applicable and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to reprorate taxes when bill or improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
 - 2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract
- 3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor by delivering a Commitment exceptions than those previously listed within this Agreement and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence at closing by using the proceeds of sale in payment thereof.
- 4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of received by the addressee thereof when delivered by e-mail and opened by the recipie it provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.
- 5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, to the Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent if Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that the Escrowee is not a licensed real estate hold. The Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of such objects to the intended disposition within the soft rementioned thirty (30) day period, coin the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action if the parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader. The parties agree that Escrowee harmless from any and all claims and demands. Including the payment of reasonable attorney's fees, costs and expenses arising out of such default laims and demands.
- 6. Seller represents and warrants that the heating or mbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free or leaks and will be so at the time of closing. Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working or ler and that the property is in substantially the same condition, normal wear and tear excepted, as of the
- 7. If this property is new construction, then Purchaser and Selker are at to con ply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
- 8. Seller warrants that no notice from any city, village, or other government douthority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date contact and the date of closing, Seller shall promptly notify Purchaser of the Contract and the date of closing, Seller shall promptly notify Purchaser of
- 9. If the subject property is located in the City of Chicago, Seller and Purc ase. Tor e that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.
- 10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at Puy me prior to the date of delivery of deed hercunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual orm of deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the errow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
- 11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor atted not more than six (6) mor as onor to date of closing hereof showing the present location of all improvements. If Purchaser's mortgagee desires a more recent or extensive survey, same shall be the add at Purchaser's expense.
- 12. Seller agrees to furnish to Purchaser an affidavit of title subject only to these items set forth herein, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
 - 13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
 - 14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
- 15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
- 16. Purchaser and Seller hereby agree to make all disclosures and do all thing an ecessary to comply with the applicable provisions of the Rea Est ate Settlement Procedures Act of 1974, as amended.
- 17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any de laration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
- 18. Seller shall remove from premises by date of possession all debris and Se ler's personal property not conveyed by Bill of Sale to Purchaser. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.
 - 19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.
 - 20. Time is of the essence of this contract.
 - 21. Wherever appropriate, the singular includes the plural and masculine in ludes the feminine or neuter
 - 22. In the event the property is in a flood plain and flood insurance is requir d by Purchaser's lender, Purchaser shall pay for same.

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