

# UNOFFICIAL COPY

Real Estate Contract



0435734117

6506 South St Lawrence  
Chicago, IL 60637

Doc#: 0435734117  
Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 12/22/2004 02:25 PM Pg: 1 of 16

PIN#20-22-219-027-0000

Buyer:  
Dragan Radojicic

Seller:  
George Ramirez

MAIL TO: DRAGAN RADOJICIC  
6947 S. South Chicago Ave.  
Chicago, IL. 60637



Property of Cook County Clerk's Office

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FIX NO. : 7733637424

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FAK NO. : 7733637424

Aug. 06 2004 10:47AM P2



### 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) DRAGON Radojic Seller(s) George Ramirez

4 (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 assignee, the Real Estate with the appurtenances, lot area or acreage

7 2.5x17.5 commonly known as: 6506 30. ST. LAWRENCE Ctyo WY 837

8 COOK N/A Address 202221902700000 Date 2/

9 County Unit # (if applicable) Permanent Inlier Number(s) of Real Estate

10 COOK N/A 202221902700000

11  Townhome Parking Space Included (check type)  detached garage  finished common element;

12  attached; Parking space # \_\_\_\_\_ (Street 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 deliver 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 comment applicable items)

<input type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Stove/Range	<input type="checkbox"/> Microwave	<input type="checkbox"/> TV Antenna System	<input type="checkbox"/> Window A/C (blowout)	<input checked="" type="checkbox"/> All Plant Material
<input type="checkbox"/> Overhead Doors	<input type="checkbox"/> Siding	<input type="checkbox"/> Shingles	<input type="checkbox"/> Gutters	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Outdoor Shed
<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Deck	<input type="checkbox"/> Pool	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Irrigation System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Blower(s) (owned)
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Siding	<input type="checkbox"/> Shingles	<input type="checkbox"/> Gutters	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Outdoor Shed
<input type="checkbox"/> Garage Equipment	<input type="checkbox"/> Deck	<input type="checkbox"/> Pool	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Irrigation System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Blower(s) (owned)
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Siding	<input type="checkbox"/> Shingles	<input type="checkbox"/> Gutters	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Outdoor Shed
<input type="checkbox"/> Washer	<input type="checkbox"/> Deck	<input type="checkbox"/> Pool	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Irrigation System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Blower(s) (owned)
<input type="checkbox"/> Dryer	<input type="checkbox"/> Siding	<input type="checkbox"/> Shingles	<input type="checkbox"/> Gutters	<input type="checkbox"/> Sump Pump(s)	<input type="checkbox"/> Water Softener (owned)	<input type="checkbox"/> Outdoor Shed
<input type="checkbox"/> Satellite Dish and System	<input type="checkbox"/> Deck	<input type="checkbox"/> Pool	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Irrigation System	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Blower(s) (owned)

17 Other Items Included:

18 Items NOT Included:

19 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating

20 condition at possession, except:

21 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,

22 regardless of age, and does not constitute a threat to health or safety.

23 **4. PURCHASE PRICE:** Purchase Price of \$ 165,000 shall be paid as follows: Initial

24 earnest money of \$ 1,000 by  cash  check or  note due on N/A

25 20 to be increased to a total of \$ N/A by N/A on 28. The earnest

26 money and the original of this Contract shall be held by the Listing Company, a "Escrower", in trust for the mutual

27 benefit of the Parties. The balance of the Purchase Price, as adjusted by proration, shall be paid at Closing by wire

28 transfer of funds, or by certified cashier's, mortgage lender's or title company's check (provided that the title

29 company's check is guaranteed by a licensed title insurance company).

30 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written

31 mortgage commitment (except for the portion of title and survey or matters timely within Buyer's control) on or before

32 AUG 13 2004 (type) loan of \$ 154,000 or such

33 loan amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (fixed rate, if

34 applicable) shall not exceed 9 % per annum, quoted over not less than 15 years. Buyer shall pay loan

35 origination fee and discount points not to exceed 3 % of the loan amount. Seller shall pay loan origination fee

36 and discount points not to exceed 0 % of the loan amount. These fees/points committed to by Buyer shall be applied

37 first. Buyer shall pay the cost of application, underwriting and customary processing fees and Closing costs charged by lender.

38 (If FHA/VA, refer to Paragraph 5.6 for additional provisions.) Buyer shall make written loan application within five (5)

39 business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If

40 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to

41 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written

42 direction of the Parties to Escrower. If written notice is not served within the time specified, Buyer shall be deemed

43 to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided

44 herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A

45 condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the

46 mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,

47 within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller

Buyer Initial DR Seller Initial MR

Address 6506 30. ST. LAWRENCE

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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 August 27, 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 DISCLOSURE:** 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. PRORATED TAXES:** 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 \$ N/A per N/A. Seller agrees to pay prior to or

73 at Closing any prorated 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 100 % of the most recent ascertainable full

75 year tax bill. All prorated taxes 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 homestead, senior citizen or other exemption, Seller has submitted or will submit

77 in a timely manner all necessary information to the Assessor's Office, before or after Closing, to preserve said

78 exemption(s). Accommodated members 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 attached on the succeeding pages and the following attachments, if any:

81 N/A 3. Rider #1, Addendum A, Real Agency Disclosure

82 **11. PROFESSIONAL INSPECTIONS:** Buyer may cause 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 expressly 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 on 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 or lead-based paint based 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, doors, floors, appliances and

95 foundation. A major component shall be deemed to be in operating condition if it performs its 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 propose 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. FLOOD 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 Flat of Survey dated

109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing

\* DL Buyer Initial MR Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
6506 31 ST LAWRENCE

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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 means of a general Warranty Deed, with release of homestead rights, (or the  
 135 appropriate deed if title is in trust or in an escrow) 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, or evidence of title in Seller or Grantor, a title  
 141 commitment for an ALTA title insurance policy in the amount of or 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 a title commitment shall not apply if the Real  
 144 Estate is vacant land. The commitment for title insurance furnished by Seller shall 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 consent 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 proration  
 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 proration 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

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FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug 10 2004 03:21PM P5

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FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:19AM P4

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 Homeowners Association of (a) zoning, building, fire or health code violations that have not been corrected; (b)  
 179 any pending matters; 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, not less than five (5) business days prior to the Closing, this  
 193 sale shall be closed through an escrow with the leading institution, or its 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 Seller'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 use 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 process 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.

x DR Buyer Initial \_\_\_\_\_ Buyer Initial M.R Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
 Address 6506 So. St. Lawrence



FROM : DEBIDRAKE

UNOFFICIAL COPY

FAK NO. : 7733637424

Aug 10 2004 03:23PM P6

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:20AM P5

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(d) In the event the documents and information provided by the Seller to the Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would increase the financial considerations which Buyer would have to incur in connection with the owning of the condominium, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) business days after the receipt of the documents and information required by Paragraph 27 (c), listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of Parties to escrow. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

(e) Seller shall not be obligated to provide a condominium survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage) is insured.

**2. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

**THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

**2. SALE OF REAL ESTATE**  
[initials]

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

- (1) Buyer owns real estate located at (address) \_\_\_\_\_
- (2) Buyer  has  has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell his real estate:
  - (a) Buyer's sale contract  is  is not subject to a mortgage contingency.
  - (b) Buyer's sale contract  is  is not subject to a real estate sale contingency.
  - (c) Buyer's sale contract  is  is not subject to a real estate closing contingency.
- (3) Buyer  has  has not listed his real estate for sale with a licensed real estate broker and in a local multiple listing service.
- (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer 
  - (a)  Shall list his real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) business days after the Letter of Acceptance of this Contract.  
For information only: Broker: \_\_\_\_\_  
Buyer's Address: \_\_\_\_\_ Floor: \_\_\_\_\_
  - (b)  Does not intend to list his real estate for sale.
- (5) Buyer authorizes Seller or his agent to verify representations contained in Paragraph 29 at any time, and Buyer agrees to cooperate in providing relevant information.

(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

- (1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's real estate in full force and effect as of \_\_\_\_\_, 20\_\_\_\_. Such contract shall provide for a Closing date not later than \_\_\_\_\_ (no Closing date set forth in this Contract. If written notice of failure to procure such contract is not served within \_\_\_\_\_ time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- (2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph 29 (B) (1) and that 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 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before \_\_\_\_\_, 20\_\_\_\_. If written notice is not served within the time specified, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force and effect.
- (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 (3) business days of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in Paragraph 29 and complies with Paragraph 29 (D), this Contract shall be null and void as of the date of notice and earnest money refunded to Buyer upon written direction of the Parties to Escrow. If written notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

*DR* Buyer Initial \_\_\_\_\_ Buyer Initial *MJR* Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address 6506 So. St. Lawrence

FROM : DEBIDRAKE

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FAX NO. : 7733637424

Aug. 10 2004 03:24PM P7

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 10:48AM P3

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 (B) 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 (C) 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. Country copies of notice should be sent to the respective attorneys and real  
 287 estate agents, if known. Failure to provide such country copies shall not render notice invalid. Notice to any one of a multiple  
 288 person Party will 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 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 fax service shall be effective at the time and date the sending Party receives a receipted copy of the  
 294 notice from the receiving Party.  
 295  
 296     10. 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 \_\_\_\_\_. 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.  
 302  
 303     11. INTEREST BEARING ACCOUNT: Earnest money (with a completed W9 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 Parties 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.  
 308  
 309     12. FORECLOSURE PENALTIES: 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 one has been closed. Seller agrees to pay at \_\_\_\_\_ 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 fund 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 as 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.  
 326  
 327     13. WELL AND/OR SEPTIC/TANK INSPECTIONS: Seller shall obtain, at Seller's expense, a well water  
 328 test (including nitrate test) and/or a septic/tank 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/tank 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 DR Buyer Initial MP Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
 Address 6504 So. St. Lawrence

FROM : DEBIDRAKE

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FAX NO. : 7733637424

Aug. 10 2004 03:26PM P8

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:21AM P6

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 representative 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.

337  **IX. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
338 DEBI DRAKE (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.

341  **X. "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 improvement, 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.

354  **XI. 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 net funds 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 [checkbox] shall [checkbox] 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 provision 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 Choke or ore) 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 served or to determine the maximum mortgage the Department of Housing and  
367 Urban Development will investigate. HUD and the mortgage do not warrant the value nor the condition of the property.  
368 Buyer should satisfy himself that the price and condition of the property are acceptable.

370  **XII. 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 give 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.

376  **XIII. 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**

384  **XIV. 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.

390 DR Buyer Initial      MR Buyer Initial      \_\_\_\_\_ Seller Initial      \_\_\_\_\_ Seller Initial  
Address 4504 So. St. Lawrence



FROM : DEBIDRAKE

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FAX NO. : 773.363.7424

AUG. 10 2004 03:27PM P9

FROM : DEBIDRAKE

FAX NO. : 773.363.7424

AUG. 06 2004 09:24AM P9

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 July 29 2004 \_\_\_\_\_ 20 \_\_\_\_\_  
395 Date of Offer \_\_\_\_\_ DATE OF ACCEPTANCE \_\_\_\_\_

396 \_\_\_\_\_  
397 Buyer Signature \_\_\_\_\_ Seller Signature \_\_\_\_\_  
398 Dragon Radojic \_\_\_\_\_ George Ramirez \_\_\_\_\_

399 Buyer Name \_\_\_\_\_ Seller Name \_\_\_\_\_  
400 Dragon Radojic \_\_\_\_\_ George Ramirez \_\_\_\_\_

401 Buyer Address \_\_\_\_\_ Seller Address \_\_\_\_\_  
402 \_\_\_\_\_ 6504 So. St. Lawrence \_\_\_\_\_

403 \_\_\_\_\_  
404 \_\_\_\_\_  
405 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
406 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

407 Phone Number(s) \_\_\_\_\_  
408 \_\_\_\_\_  
409 Remax In The Park 2196 \_\_\_\_\_ Remax In The Park 2196 \_\_\_\_\_

410 \_\_\_\_\_  
411 DEBIDRAKE 214077 \_\_\_\_\_ DEBIDRAKE 214077 \_\_\_\_\_

412 \_\_\_\_\_  
413 9444 W. 131st St Rose Park \_\_\_\_\_ 9444 W. 131st St Rose Park \_\_\_\_\_

414 \_\_\_\_\_  
415 (708) 923-0900 (708) 923-1900 \_\_\_\_\_ (708) 923-0900 (708) 923-1900 \_\_\_\_\_

416 Name \_\_\_\_\_  
417 \_\_\_\_\_  
418 Buyer's Attorney \_\_\_\_\_  
419 \_\_\_\_\_

420 Address \_\_\_\_\_  
421 \_\_\_\_\_  
422 Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
423 \_\_\_\_\_

424 Mortgage Company \_\_\_\_\_  
425 \_\_\_\_\_  
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436 \_\_\_\_\_  
437 This offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_ AM/PM  
438 \_\_\_\_\_ (Agent) \_\_\_\_\_ (date)

439 This offer is rejected \_\_\_\_\_  
440 \_\_\_\_\_ (Seller initials) \_\_\_\_\_ (Seller initials) \_\_\_\_\_ (date) 20 \_\_\_\_\_

DR Buyer Initial \_\_\_\_\_ M.P. Seller Initial \_\_\_\_\_  
Address 6504 So. St. Lawrence \_\_\_\_\_ Seller Initial \_\_\_\_\_

FROM : DEBIDRAKE

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FAX NO. : 7733637424

Aug. 10 2004 03:29PM P10

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 05 2004 09:23AM PB

**RIDER #3  
MULTI-FAMILY DWELLING**

- a) At the time of this transaction, Seller warrants that all tenants are on month-to-month and do not have an existing lease. Seller shall transfer and assign to Buyer all security deposits in possession of Seller, if applicable at closing.
- b) Seller agrees not to execute any leases prior to closing without the consent and approval of Buyer.

*[Signature]*  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* 8-10-04  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

Property of Cook County Clerk's Office

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FROM : DEBIDRAKE

FAX NO. : 7733337424

Aug. 06 2004 09:25AM P10



## RIDER # 7 LOAN ASSUMPTION CONTINGENCY FORM APPROVED BY THE SOUTHWEST ASSOCIATION OF REALTORS



It is agreed by and between the parties hereto that the Buyer shall assume and agree to pay, only with full release of Seller's liability, the existing indebtedness on the property, having an unpaid principal balance of approximately \$154,000, bearing an annual interest rate of 7.6 % of an original term of 30 years, of which 10 years remain, as part payment of the purchase price, provided the terms of said mortgage do not permit the mortgagee at its discretion to accelerate all or any part of the remaining principal balance due; provided further that Buyer shall pay any loan assumption fee charged by the mortgagee. The Seller shall promptly furnish to Buyer complete copies of all pertinent loan documents upon request. Should the Buyer not be able to secure the written consent of the current mortgage(s) to assume the existing loan obligations within 14 days of the date of contract acceptance, Buyer shall provide written notice of same to Seller or Seller's attorney. Either party at that time shall have the right to declare the contract null and void, and, in any event, Buyer shall then obtain a refund of the earnest money paid by him.

Buyers: X [Signature]

Sellers: X [Signature]

Date: 8-9-04

Date: 8-10-04

Amended 7/31/95

FROM : DEBIDRAKE

**UNOFFICIAL COPY**

FAX NO. : 7733637424

Aug. 10 2004 03:30PM P12

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:25AM P11

**ADDENDUM A**

**AS-IS CONDITION CLAUSE**

**PROPERTY ADDRESS: 6506 SO. ST. LAWRENCE  
Chicago, IL 60637**

This Contract is for the sale and purchase of the Real Estate and personal property in its "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 harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals that the condition of the improvements, 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 returned to Buyer upon the written direction of the Parties Escrowee. Failure of Buyer to notify Seller or to conduct said inspection constitutes as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect.

*[Signature]*  
PURCHASER  
DATE: 8-9-04

*[Signature]*  
SELLER  
DATE: 8-10-04

FROM : DEBIDRAKE

# UNOFFICIAL COPY

FAX NO. : 7733637424

Aug. 10 2004 03:31PM P13

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:26AM P12



## ILLINOIS ASSOCIATION OF REALTORS®

### DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)



NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned DEBI DRAKE (Insert name(s) of Licensee undertaking dual representation) (Licensee\*), may undertake a dual

representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and (in their) own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

#### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

#### WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: George + Martha Ramirez

Date: 6/30/04

CLIENT: Martha Ramirez

Date: 6/30/04

LICENSEE: [Signature]

Date: 6/30/04



FROM : DEBIDRAKE

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FAX NO. : 773337424

Aug 10 2004 03:33PM P14

FROM : DEBIDRAKE

FAX NO. : 7733637424

Aug. 06 2004 09:26AM P13

ILLINOIS ASSOCIATION OF REALTORS
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Address: 6506 La Saint Lawrence Chicago Ill 606

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.

Seller's Disclosure (Initial)

M.R.
A.R.

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and Reports available to the seller (check one below):

[ ] 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 below):

[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

DR
DR

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.

(e) Purchaser has (check one below):

[ ] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards;

[ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) 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.

Certification of Accuracy

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

Seller: [Signature] Date 6/20/04
Purchaser: [Signature] Date 6/20/04
Agent: [Signature] Date 6/20/04

Seller: [Signature] Date 6/20/04
Purchaser: [Signature] Date 11
Agent: [Signature] Date 6/20/04

Form 420 January 1, 2000 (This disclosure form should be attached to the Contract to Purchase)



## Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



**NOTICE: 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: 6506 La Saint Lawrence  
City, State & Zip Code: Chicago Ill. 60637  
Seller's Name: George Henry, Martha Ramirez

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 30 June 2004 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, "an error" 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, to the best of his or her actual knowledge, the following statements have been accurately stated as "yes", "no", "not applicable" 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                                  | NA                       |  |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller occupied the property within the last 12 months. (No explanation is needed.)   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or seeping leakage problems in the basement or basement.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of structural defects in the basement or foundation (including cracks and bulging).  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or other water defects in the roof, ceilings or chimney.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of cracks or holes in the walls or floors.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprayer system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the water or vent equipment.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the kitchen or bathroom.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating system.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or wood burning stove.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. 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.     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval or other earth stability defects on the premises.                                   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. 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 seller's residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium.

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 the actual notice or actual knowledge of the seller without any specific 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 any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: George Henry, Martha Ramirez Date: 06-30-04  
Date: 06-30-04

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY ENCOUNTER AN OBSTRUCTION OF THE FUNDING PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 8-9-04  
Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
100 Revised LAR


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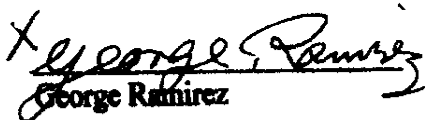
**RIDER**

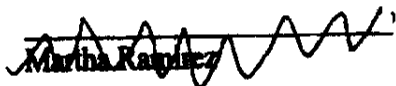
THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN REAL ESTATE CONTRACT DATED AUGUST 9, 2004 BY AND BETWEEN DRAGAN RADOJCIC (HEREINAFTER REFERRED TO AS "BUYER") AND GEORGE AND MARTHA RAMIREZ (HEREINAFTER REFERRED TO JOINTLY AS "SELLERS") FOR THE PROPERTY COMMONLY KNOWN AS: 6506 SOUTH ST. LAWRENCE, CHICAGO, ILLINOIS 60637.

1. Notwithstanding anything to the contrary, if a conflict arises between any of the terms, covenants and conditions of the Real Estate Sales Contract and the Rider, the terms, covenants and condition of this Rider shall prevail. The parties have agreed that "Buyer" shall assume the payments of the existing mortgage "Sellers" currently have on the property. At closing, "Buyer" will give "Sellers" a hold harmless letter in relation to their obligations for the same.
2. The real estate taxes shall be prorated on the basis of 100% of the last ascertainable tax bill.
3. "Sellers" agree to furnish the "Buyer" copies of the existing leases for their approval within five (5) days of their date of acceptance of this agreement.

AGREED AND APPROVED THIS 10 DAY OF AUGUST, 2004.

  
Dragan Radojic

  
George Ramirez

  
Martha Ramirez