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RETURN ADDRESS:

Betti Cooper
1841 West Byron Street
Chicago, IL 60613



Doc#: 0509603115
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 04/06/2005 02:43 PM Pg: 1 of 7



OPTION TO PURCHASE

Property of Cook County Clerk's Office

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12:00
Title
Title
Title

OPTION TO PURCHASE REAL ESTATE

SUBJECT PROPERTY: 1841 W Byron Chicago IL county Cook

Type of property single family p.i.n (s) 14-19-210-013

OPTIONOR DOES HEREBY GRANT to OPTIONEE, for and in consideration of the sum of \$10 and other good and valuable consideration paid to Optionor, an Option to purchase the subject property during the term and on the conditions set forth below:

+ 21,206
deduced to
3% K amount
paid of
closed in
1st year
28 6219

+ 26,507
2nd year
0% K paid
291 580

close
with
John
Louisa
847-884-7666

(a) Option purchase price. The purchase option price shall be a sum equal 12% + 31,809
~~X amount paid 265,073~~ = 296,882
plus any amounts owed in accordance with (b) below.

Optionee's credits, if any, at closing of option sale: \$ 2403 option credit

Closing costs at closing of option sale: Optionee is responsible for all Optionee's and Optionor's costs at closing including Optionor's attorney fees, title and recording costs, survey, and all other usual and customary costs incurred at closing.

Same condition. Optionor shall not be required to tender the property or title to Optionee in any better condition than property and/or title is at time of Option, except Optionor shall remove any lien placed on title by Optionor.

The "option purchase price" shall be increased by any and all costs incurred by Optionor in regards to the Property, including, but not limited to moneys advanced or incurred during the Option period by Optionor to:

- (1) clear title;
- (2) maintain and or repair the property;
- (3) cover Optionee's obligations under this agreement to repair and maintain;
- (4) legal fees and costs expended to enforce this Agreement or any claims or action or defense in regards to the Property, title or possession.

Expiration/termination of option. The purchase option shall expire on Jan 30 2009 upon default or cancellation of possession agreement [(e) below], if any, which ever is earlier. Option term may only be extended upon written agreement to extend signed by Optionor. The Optionee shall give Optionor at least ten (10) days prior written notice of intent to exercise option.

Net Closing Amounts to be paid to Optionee. At option closing, Optionee shall be entitled to all proceeds remaining after payment of moneys owed to Optionor and moneys owed for closing costs, [ie excess mortgage amounts or excess amounts when sold to third party]. If property is sold to a third party Optionee shall vacate the property, leaving the property in broom clean condition, on or before closing on the sale, in order to receive net proceeds from sale.

Possession agreement. Optionee shall be entitled to possession of the subject property pursuant to a Possession agreement between Optionor and Optionee, either an occupancy (or) lease agreement (strike one), a copy of which is attached hereto and incorporated herein.

JOHN GRAFFI'S attorney, GEORGETTE NAPONI
312-726-6175 was supposed to rewrite this
sheet + send it to me. I called her twice
about it, but she never returned my call.

Nsbh

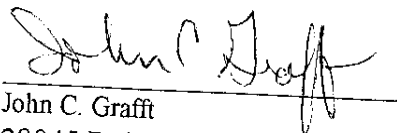
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- (f) Condition and use of the property. Optionee accepts the property "as is" and agrees to preserve and protect the property in same or better state of condition, less normal wear and tear. Optionee shall neither use, nor suffer the property to be used, in any unlawful manner or for any unlawful purpose.
- (g) Optionee to repair and maintain property. The Optionee shall be responsible to repair and maintain the property in accordance with applicable governmental code and requirements, and to notify Optionor of any governmental notices regarding the property.
- (h) Multiple unit property. If the subject property is multiple unit property then Optionee shall, unless otherwise agreed, be responsible for collecting rent and performing all other usual and customary duties of a landlord. All rents shall be assigned to Optionor. Optionor shall be notified of any changes in the rent roll and defaults of any tenants.
- (i) Optionee to Indemnify and hold harmless. Optionee shall indemnify and hold harmless Optionor for any and all claims and damages arising out of Optionee's past, present or future use of the property including any and all claims and damages arising out of Optionee's failure or omission to act in accordance with this agreement

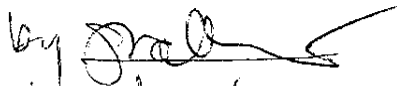
IN THE EVENT OPTIONEE DEFAULTS IN THE OBLIGATIONS DUE TO OPTIONOR UNDER THIS AGREEMENT, OR UNDER ANY POSSESSION AGREEMENT OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES REGARDING THE PROPERTY, THEN OPTIONOR HAS THE RIGHT TO CANCEL THIS OPTION. OPTIONOR SHALL SERVE WRITTEN NOTICE UPON OPTIONEE, BY MAIL OR PERSONAL DELIVERY TO LAST KNOWN ADDRESS OF OPTIONEE, OF SUCH CANCELLATION AND THIS "OPTION TO PURCHASE" SHALL BE IMMEDIATELY NULL AND VOID. IN CASE OF CANCELLATION OF OPTION TO PURCHASE AND/OR POSSESSION AGREEMENT, OPTIONEE SHALL VACATE THE PROPERTY WITHIN TEN (10) DAYS OF NOTICE OF CANCELLATION.

Dated: 1/7/02

OPTIONOR:

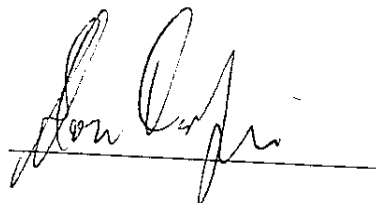


John C. Graff
28045 Roberts Road
Barrington, Illinois 60010
847-842-9200

by 
his atty in fact

OPTIONEE:





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January 15, 2005

Re: 1841 W. byron street Chicago IL 60613
Pin # 14-19-210-013

Mr. John C. Grafft
28045 Roberts Road
Barrington, IL 60010

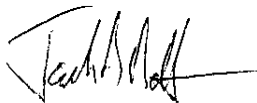
Dear Mr. Grafft:

This will memorialize our conversation yesterday. I informed you that my mother, Betti Cooper, is exercising the option to purchase 1841 W. Byron, Chicago IL 60613 for \$296,882.00. You agreed that the @\$180,000,00 that she had paid you under this agreement could be used as a "down payment" for purposes of arranging financing. Your secretary Sandra will run the title. I would like to close this sale as soon as possible. You further agreed that Sandra would fax me a real estate contract on Monday.

I appreciate your cooperation.

Very Truly,

Jack B. Batten



Jack Batten
120 N. LaSalle Street
19th Floor
Chicago, IL 60602

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January 22, 2005

Re: 1841 W. Byron Street Chicago IL 60613
Pin # 14-19-210-013

Mr. John C. Grafft
28045 Roberts Road
Barrington, IL 60010

Dear Mr. Grafft:

You and I have spoken numerous times this week. Sandra, your secretary, has still not faxed me a real estate contract and you have advised me you prefer to simply conduct the closing for this property on the option agreement itself. When I spoke with you on 1/20/05 you did not think the closing could be completed before 1/30/05 (date of option expiration) because you could not "get the numbers together by then". You advised you would require a 2% of the sale price payment to extend the option. (\$5937.64). I told you the option agreement provided for a \$8403.00 credit; you held a \$3,000 security deposit and there were credits due for the proration of taxes. I do not believe my mother should have to pay to extend the option due to your inability to complete the transaction but agreed to offset the above credits at closing by \$5937.64 (the charge to extend the option) in order to complete this transaction as quickly as possible.

As I told you, my mother has no money. You further agreed to waive timely payment of any rent under the agreement and to roll and amount due into the purchase cost of the home.

I sent you a 1/20/05 fax with the option agreement and a written request to extent the option. You agreed to the above terms. If this does not memorialize our conversatons/agreement to extend the option please notify me in writing.

Very Truly,

Jack Batten



Jack Batten
120 N Lasalle Street
19th floor
Chicago IL 60602

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April 6, 2005

Mr. Joseph Putnick
161 W. Harrison Street
Room 201
Chicago, IL 60605

RE: 1841 W. Byron Street Chicago IL 60613
Pin # 14-19-210-013
Via fax: 312-386-1322

Dear Mr. Putnick:

Mr. John Grafft asked me to contact you last month and indicated you would prepare the closing documents. I immediately contacted you and advised you of the urgency to complete this closing. When I called you last week you advised that you had done nothing and had forgotten about it. I reminded you about the urgency and advised you that Sandra, John Grafft's secretary had run the title in January. You told me you would contact John Grafft and get a firm closing date set. I have still heard nothing.

I need to get all of your proposed figures to review. John has continually refused to provide any calculations to myself or my mother's mortgage broker Mr. Peter Streff (773) 509-9007 office and (312) 415-0884 cell. As I told John in January "I am ready to close".

Please advise me when you will be ready to close on 1841 W. Byron Street Chicago, IL 60613. I believe 90 days to conduct a simple residential closing is unreasonable. Please provide a date and time of closing. I propose closing at Independence Financial 3317 W. Irving Park Road Chicago IL 60618 within the next 72 hours.

I look forward to hearing from you.

Very Truly,

Jack Batten



Jack B. Batten
120 N. LaSalle Street
19th floor
Chicago, IL 60602
312-683-3085

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LOT 17 IN BLOCK 15 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 3, 4, 5, 14 AND 15 AND LOTS 1, 2 AND 3 IN BLOCK 16 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 AND EAST 1/2 OF SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS

Commonly known as: 1841 W. Byron St. Chicago, IL 60613
p.i.n.14-19-210-013

Property of Cook County Clerk's Office