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Doc#: 0517819047  
Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 08/27/2005 11:17 AM Pg: 1 of 12

## NOTICE

TO: General Public  
FROM: Prather and Carolyn Goosby

Please take notice that a Real Estate Contract has been entered with regard to the sale of the property described as follows:

PROPERTY ADDRESS: 6828 S. ADA, CHICAGO, IL 60636

P.I.N.: 20-20-312-029-0000

LEGAL DESCRIPTION: THE SOUTH 16 AND 2/3 FEET OF LOT 339 AND THE SOUTH 16 AND 2/3 FEET OF LOT 340 IN MEDELL AND COX'S ADDITION TO ENGLEWOOD, SAID ADDITION BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prepared by and mail to:  
Michael Bradley  
4426 S. Greenwood  
Chicago, IL 60653-3714



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58 In such event, Seller shall not fr 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 \_\_\_\_\_, 20\_\_\_\_, 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 \$ \_\_\_\_\_ per \_\_\_\_\_. 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 \_\_\_\_\_% 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 CS Buyer Initial PB Seller Initial M.W. Seller Initial R.P.  
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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:




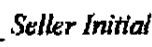
- 120 (a) By personal delivery of such notice; or  
 121 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt  
 122 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of  
 123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

 Buyer Initial  Buyer Initial  Seller Initial  Seller Initial  
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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's 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 not 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; instalments 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.

*CPD* Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial *MDA* Seller Initial  
Address 6828 S. ADA Chgo IL MDA RP

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

225 (e) Seller shall not be obligated to provide a condominium survey.  
 226 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage) as insured.

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

230  
 231 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

232  
 233     **29. SALE OF BUYER'S REAL ESTATE:**

234 [initials]  
 235 (A) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:  
 236 (1) Buyer owns real estate commonly known as (address): \_\_\_\_\_  
 237 (2) Buyer [check one]  has  has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell  
 238 his real estate:  
 239 (a) Buyer's sale contract [check one]:  is  is not subject to a mortgage contingency.  
 240 (b) Buyer's sale contract [check one]:  is  is not subject to a real estate sale contingency.  
 241 (c) Buyer's sale contract [check one]:  is  is not subject to a real estate closing contingency.  
 242 (3) Buyer [check one]  has  has not listed his real estate for sale with a licensed real estate broker and in a local multiple  
 243 listing service.  
 244 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service,  
 245 Buyer: [check one]  
 246 (a)  Shall list his real estate for sale with a licensed real estate broker who will place it in a local multiple  
 247 listing service within five (5) business days after the Date of Acceptance of this Contract.  
 248 For information only: Broker: \_\_\_\_\_  
 249 Broker's Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 250 (b)  Does not intend to list his real estate for sale.  
 251 (5) Buyer authorizes Seller or his agent to verify representations contained in Paragraph 29 at any time, and Buyer agrees to  
 252 cooperate in providing relevant information.

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

254 (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  
 255 \_\_\_\_\_, 20\_\_\_\_. Such contract shall provide for a Closing date not less than the Closing date set forth in  
 256 this Contract. If written notice of failure to procure such contract is not served within (or time specified, Buyer shall  
 257 be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph  
 258 is used, then the following paragraph must be completed.)  
 259 (2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph 29 (B) (1) and that  
 260 contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this  
 261 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before  
 262 \_\_\_\_\_, 20\_\_\_\_. If written notice is not served within the time specified, Buyer shall be  
 263 deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force  
 264 and effect.  
 265 (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)  
 266 (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  
 267 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in  
 268 Paragraph 29 and complies with Paragraph 29 (1), this Contract shall be null and void as of the date of notice and earnest  
 269 money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice as required by this  
 270 subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

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

\_\_\_\_\_  
 Address  
 Buyer Initial RS Buyer Initial \_\_\_\_\_ Seller Initial M.W. R.P. Seller Initial \_\_\_\_\_  
6828 So Ada Chicago, IL

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- 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).

295

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.

302

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.

308

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 cap 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.

326

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

*CS* Buyer Initial *PS* Buyer Initial *M.W.R.P.* Seller Initial *P.O.B.* Seller Initial

Address 6528 S. Ada Chgo Il



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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 June 23 2005 20

395 Date of Offer **DATE OF ACCEPTANCE**

396 \_\_\_\_\_

397 Buyer Signature Seller Signature

398 \_\_\_\_\_

399 Buyer Signature Seller Signature

400 Prather & Carolyn Coosby

401 Print Buyer(s) Name(s) Print Seller(s) Name(s)

402 \_\_\_\_\_

403 Address Address

404 \_\_\_\_\_

405 City State Zip City State Zip

406 773-851-2428

407 Phone Number(s) Email Phone Number(s) Email

408 \_\_\_\_\_

409 n/a **FOR INFORMATION ONLY**

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 Michael Bradley

418 Buyer's Attorney Email 60653 Seller's Attorney Email

419 4426 S. Greenwood Chicago

420 Address Address

421 773-269-1973 773-260-7736

422 Phone No. Fax No. Phone No. Fax No.

423 \_\_\_\_\_

424 Mortgage Company Fax No. Loan Officer Phone No.

425 \_\_\_\_\_

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427 form or any portion thereof is prohibited.

428 Official form available at [www.reallaw.org](http://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 Chicago, and West

435 Towns Board of REALTORS®

436 \_\_\_\_\_

437 This offer was presented to Seller by Carol Dooy on 6/24/2005 at 12:25 AM/PM

438 (Agent) (date)

439 This offer is rejected \_\_\_\_\_ 20\_\_\_\_\_

440 (Seller initials) (Seller initials) (date)

CPC

Buyer Initial

6828

[Signature]

Buyer Initial

[Signature]

Seller Initial

Chap II

PDR

Seller Initial

M.W. R.P.

Seller Initial

Address



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## RIDER TO CONTRACT

The Seller and Buyer agree to include the following terms and provisions into the Multi-Board Real Estate Contract they signed:

1. Buyers, Prather and Carolyn Goosby, and/or assigns, shall pay at closing the net sum of \$7,000.00 to Seller, less earnest money.
2. Buyers shall take title subject to all mortgages and other liens of record.
3. Buyers shall pay for the title commitment, survey, transfer taxes, water bills, and any all recording costs. Buyers will not pay for Seller's attorney's fees.
4. The closing shall take place on July 1, 2005, or as soon as Buyers obtain a title commitment. This contract is cancelable, at Buyer's option, if liens of record exceed \$50,000.00.
5. In the event provisions of the contract are inconsistent with this Rider, the terms and provision of this Rider shall be controlling.

*6. Buyer & Seller will split attorney's fees*

Seller Marcia Watson Robert Peterson P.O.A.

Buyer Carolyn A. Goosby

Buyer Prather Goosby

Date 6/24/05

*R. Peterson received a cashier's check # 157221  
for the sum of \$100.00*

Robert Peterson

Carolyn A. Goosby

Prather Goosby

6/24/05  
Date

**UNOFFICIAL COPY**ILLINOIS STATUTORY SHORT FORM DURABLE POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE TO THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY WHICH MAY INCLUDE POWERS TO MORTGAGE, LEASE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS BUT WHEN A POWER IS EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NO CO-AGENTS, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW. UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW". THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

This Power of Attorney made this 20<sup>th</sup> day of MARCH, 2004.

I, I. Marcia E. Watson, residing in Chicago, Illinois, hereby appoint my brother Robert Peterson, of Chicago, Illinois as my attorney in fact (my "agent") to act for me in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations or additions to the specified powers inserted in paragraph 2 or 3 below.

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE, FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY)

- |                                            |                                                              |                                               |
|--------------------------------------------|--------------------------------------------------------------|-----------------------------------------------|
| a. Real estate transactions                | g. Retirement Plan Transactions                              | i. Business operations                        |
| b. Financial institution transactions      | h. Social Security, employment and military service benefits | m. Borrowing transactions                     |
| c. Stock and bond transactions             | i. Tax matters                                               | n. Estate transactions                        |
| d. Tangible personal property transactions | j. Claims and litigation                                     | o. All other property powers and transactions |
| e. Safe deposit box transactions           | k. Commodity and option transactions                         |                                               |
| f. Insurance and annuity transactions      |                                                              |                                               |

(LIMITATIONS AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

3. In Addition to the powers granted above, I grant my agent the following powers (here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

The power to sell, manage, or mortgage real estate owned by Marcia E. Watson, specifically 11620 S. Racine, Chicago, Illinois – see legal description attached hereto.

YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS NECESSARY TO ENJOY THE FULL BENEFIT OF ANY PROPERTY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT CANNOT

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TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT SHALL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING.)

6. This power of attorney shall become effective on the date of execution.

7. This power of attorney shall terminate upon my death if not terminated sooner.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAMES(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8. If any agent named by me shall die, become legally disabled, resign or refuse to act, I name the following (each to act alone successively, in the order named) as successor(s) to such agent: None

9. If a guardian of my person is to be appointed, I nominate the following to serve as such guardian: John Peterson, my brother.

10. If a guardian of my estate (my property) is to be appointed, I nominate the following to serve as such guardian: John Peterson, my brother.

11. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed Marcia E. Watson  
Principal - Marcia E. Watson

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The undersigned witness certifies that Marcia E. Watson known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal for the uses and purposes therein set forth, I believe him/her to be of sound mind and memory.

Date: March 20, 2004

Marie Ellis-Milam  
Witness

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS WITNESSED AND NOTARIZED. USING THE FORM BELOW.)

State of Illinois

S.S.

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcia E. Watson personally known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and Marie Ellis-Milam (Witness) in person, and acknowledge that she/he signed and sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 20<sup>th</sup> day of March, 2004

Lester Bell Jr  
Notary Public

