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Doc#: 0524449032 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/01/2005 01:04 PM Pg: 1 of 5

VENDEE'S LIEN

I, the undersigned, do hereby claim a Vendee's Lien in the amount of \$33,200.00 plus statutory interest due on the earnest money deposit under the contract with CARMELO ABEQUIBEL, as Seller, a copy of which contract is attached hereto and made a part hereof.

The premises are owned by Carmelo Abequibel, Jessie Joel Abequibel, and Yvita Sierra Abequibel and are legally described as follows:

LOT 1678 IN STRATHMORE SCHAUMBURG UNIT 19, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 15, 1976 AS DOCUMENT 2881556, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-13-416-001-000

COMMONLY KNOWN AS: 637 LINSEY, SCHAUMBURG, IL 60194

Dated: July 1, 2005.

J. LUIS NAVA
J. LUIS NAVA

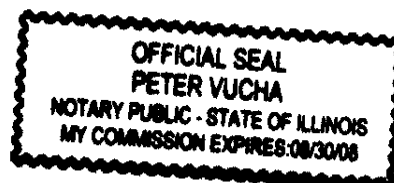
Signed and Sworn to before me this
1 day of July, 2005.

Peter Vucha
Notary Public

MAIL TO *

This document was prepared
by and return to: Peter Vucha
920 Davis Road, Elgin, IL 60123

file: Nava Lien.pv



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RESIDENTIAL REAL ESTATE CONTRACT (PAGE 2 OF 4)



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

Buyer(s) J. Luis Nava Seller(s) Carmelo Abequibel
(Please Print) (Please Print)

2. THE REAL ESTATE: Real Estate shall be defined to include the real estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of _____

commonly known as 637 Linsey Schaumburg IL 60194
Address City State Zip
Cook County Unit # (if applicable) Permanent Index Number(s) of Real Estate

- 3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale: (Check or enumerate applicable items)
- Refrigerator All Tacked Down Carpeting Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
 - Oven/Range/Stove All Window Treatments & Hardware Fireplace Gas Logs Electronic or Media Air Filter
 - Microwave Built-in or Attached Shelving Existing Storms & Screens Central Humidifier
 - Dishwasher Smoke Detector(s) Security System(s) Sump Pump(s)
 - Garbage Disposal Ceiling Fan(s) Intercom System Water Softener (owned)
 - Trash Compactor TV Antenna System Central Vac & Equipment Outdoor Shed
 - Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
 - Dryer All Planted Vegetation with _____ Transmitter(s) Light fixtures, as they exist
 - Satellite dish and system Invisible fence system Home Warranty \$ _____

Other Items Included: _____
Items NOT Included: _____

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

4. PURCHASE PRICE: Purchase price of 251,600.00 shall be paid as follows:

Initial earnest money of \$ _____ shall be paid as follows:
\$ see rider by _____ by (check), (cash), or (note due on _____) to be increased to a total of _____ "Escrowee", in trust for the mutual benefit of the Parties. The earnest money and the original of this Contract shall be held by the Listing Company, as certified, cashier's, mortgage lender's or title company check (provided that the title company's check is guaranteed by a licensed title insurance company).

5. ACCEPTANCE: Earnest money shall be returned and this offer shall be void if not accepted on or before March 2005

6. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before April 30, 2005 for a conventional (type) loan of

\$200,000.00 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 6.5 % per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Those fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If FHA/VA, refer to Paragraph #38 for additional provisions.) Buyer (check one) will will not lock in the interest rate at the time of loan application. Buyer shall make written loan application within seven (7) calendar days after the Date of Acceptance. FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT. If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. 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. UNLESS OTHERWISE PROVIDED HEREIN, THIS CONTRACT SHALL NOT BE CONTINGENT UPON THE SALE AND/OR CLOSING OF EXISTING REAL ESTATE. A CONDITION IN THE MORTGAGE COMMITMENT REQUIRING SALE AND/OR CLOSING OF EXISTING REAL ESTATE SHALL NOT RENDER THE MORTGAGE COMMITMENT CONDITIONAL FOR THE PURPOSE OF THIS PARAGRAPH. IF SELLER AT SELLER'S OPTION AND EXPENSE, WITHIN THIRTY (30) DAYS AFTER BUYER'S NOTICE, PROCURES FOR BUYER SUCH COMMITMENT OR NOTIFIES BUYER THAT SELLER WILL ACCEPT A PURCHASE MONEY MORTGAGE UPON THE SAME TERMS, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IN SUCH EVENT, SELLER SHALL NOTIFY BUYER WITHIN FIVE (5) BUSINESS DAYS AFTER BUYER'S NOTICE OF SELLER'S ELECTION TO PROVIDE OR OBTAIN SUCH FINANCING, AND BUYER SHALL FURNISH TO SELLER OR LENDER ALL REQUESTED INFORMATION AND SHALL SIGN ALL PAPERS NECESSARY TO OBTAIN THE MORTGAGE COMMITMENT AND TO CLOSE THE LOAN.

7. CLOSING: Closing or escrow payout shall be on or before 9/30/05, or at such time as mutually agreed upon, by the Parties, in writing. This sale shall be closed at the title company escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

8. POSSESSION: Possession shall be deemed to have been delivered when Seller has vacated premises and delivered keys to premises to Buyer or to Listing Office. Seller shall deliver possession to Buyer (check only one):

(a) at the time of closing; OR

(b) by 11:59 P.M. on _____, provided sale has been closed. In the event possession is not to be delivered at closing, Seller agrees to pay at specified above, regardless of whether possession is delivered prior to the possession date. (See Paragraph #18)

9. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer (check one) has has not received a completed Illinois Residential Real Property Disclosure Report; (check one) has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; (check one) has has not received a Lead-Based Paint Disclosure.

10. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities, water and sewer, homeowner's or condominium association fees. Seller represents that as of the Date of Acceptance Homeowner Association/Condominium fees are \$ _____ per _____. Seller agrees to pay prior to or at closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general Real Estate taxes shall be prorated as of the date of closing based on 105 % of the most recent ascertainable full year tax bill. All prorations shall be final as of closing, except as provided in paragraph 19.

11. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use and initiated by the Parties which are contained on the succeeding pages and the following attachments, if any: see attached Rider

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED

Date of Offer 3-11-05

Buyer Signature J. Luis Nava Social Security No. _____
Buyer Signature J. Luis Nava Social Security No. _____
Print Buyer(s) Name(s) 680 Forest Avenue
Address Elgin, IL 60120
City 847/429-9678 State Zip
Phone Number(s) _____ Email _____

DATE OF ACCEPTANCE _____
Seller Signature [Signature] Social Security No. 312-13-7781
Seller Signature Carmelo Abequibel Social Security No. _____
Print Seller(s) Name(s) 637 Linsey Avenue
Address Schaumburg, IL 60194
City 847/885-4579 State Zip
Phone Number(s) _____ Email Cell 414 732-3214

FOR INFORMATION ONLY

Selling Office _____ MLS # _____
Selling Agent _____ MLS # _____ Email _____
Address, City, ST, Zip _____
Phone No. _____ Fax No. _____
Buyer's Attorney 920 Davis Road, Elgin, IL 60123 Email _____
Address 847/888-1820 F-847/888-1892
Phone No. _____ Fax No. _____

Listing Office _____ MLS # _____
Listing Agent _____ MLS # _____ Email _____
Address, City, ST, Zip _____
Phone No. _____ Fax No. _____
Seller's Attorney _____ Email _____
Address _____
Phone No. _____ Fax No. _____
Loan Officer _____ Phone No. _____

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17. PROFESSIONAL INSPECTIONS: Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more professional inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of Acceptance. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within ten (10) business days after Date of Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover ONLY the major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. 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 such inspection(s). BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.

18. ATTORNEY REVIEW: The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other than stated purchase price, within five (5) business days after the Date of Acceptance. Disapproval or modification of this Contract shall not be based solely upon stated purchase price. Any notice of disapproval or proposed modification(s) by any party shall be in writing. If within ten (10) business days after Date of Acceptance written agreement on proposed modification(s) cannot be reached by the Parties, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

19. PLAT OF SURVEY: Not less than one (1) business day prior to closing, Seller shall, at Seller's expense, furnish a Plat of Survey to Buyer or his attorney, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, but doing set-back lines of record, fences, all building and other improvements on the Real Estate and distances thereof to the nearest two lot lines. (See Optional Provision #14).

20. NOTICE: All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- By personal delivery of such notice; or
- By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing; or
- By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

21. TITLE DEED: Seller shall convey or cause to be conveyed to Buyer, or Buyer's designated grantee, good and merchantable title to the Real Estate by recordable general Warranty Deed, with release of Homestead rights, to the appropriate deed if title is in trust or in an estate, and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to general real estate taxes not due and payable at the time of conveyance, encumbrances, and restrictions of record, including lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate. Seller shall guarantee to furnish the documents set forth in Paragraph #17.

22. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of closing as evidence of title to Seller or Grantor a title commitment for an ALTA title insurance policy in the amount of the purchase price with extended coverage by a title company licensed to operate in the state of Illinois, issued on or subsequent to the Date of Acceptance of this Contract, subject only to items listed in Paragraph #16. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

23. POSSESSION ESCROW: In the event possession is not delivered at closing, Seller shall deposit in escrow at closing with Title Company, Listing Company or other escrowee as agreed to by the Parties and escrowee by separate check, the sum of two percent (2%) of the purchase price to guarantee that possession of the Real Estate shall be delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of 1/15th of the deposit for each day possession is withheld from Buyer after such specified date and time and shall pay the balance of the escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within fifteen (15) calendar days after the date specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. Unless otherwise agreed, said amount shall be held solely for the purpose of payment of any sums due for delayed possession.

24. REAL ESTATE PROPERTY TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed as improved, the sum of three (3) percent of the purchase price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney or the request of either Party, and the Seller's share of such tax liability after repayment 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 obligation after such repayment exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

25. PERFORMANCE: Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect reasonable attorney's fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

26. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or, if accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

27. SELLER REPRESENTATIONS: Seller warrants and represents that he has not received written notice from any Governmental body or Homeowner's Association or (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) confirmation of any special assessment affecting the Real Estate. Seller further warrants and represents that Seller has no knowledge of boundary line disputes or easements or claims of easement not shown by the public records or of any hazardous waste on the Real Estate. Seller represents that there have been no improvements to the Real Estate which are not included in full in the determination of the most recent real estate tax assessment, or which are eligible for home improvement tax exemption.

28. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property within 72 hours prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted.

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

30. ESCROW CLOSING: At the election of either Party, not less than five (5) business days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow.

31. FLOOD INSURANCE: Buyer shall obtain flood insurance if required by Buyer's lender.

32. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

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

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

- Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of closing of general assessments established pursuant to the Declaration of Condominium.
- Seller shall be responsible for all regular assessments due and levied prior to closing and for all special assessments confirmed prior to the Date of Acceptance.
- Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act. The contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by the Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
- 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 extend in connection with the owning of the condominium, then Buyer may declare the Contract null and void by giving Seller written notice thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of Parties to escrowee. 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.
- Seller shall not be obligated to provide a condominium survey.
- Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.

35. 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.

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RIDER TO CONTRACT FOR SALE OF 637 LINSEY AVENUE SCHAUMBURG, ILLINOIS 60194

1. That the agreed purchase price is Two Hundred fifty one thousand Six Hundred dollars (\$ 251,600.00) plus monthly mortgage which includes taxes, insurance and monthly utility bills of the property effective March 2,2005.
2. For and as earnest money, Buyer has to delivered \$ 18,000.00 (Eighteen Thousand dollars) of which fifteen thousand dollars(\$15,000.00) has been delivered to Seller in form of cash in three (3) payments of which Three Thousand (\$3,000.00) has not been delivered to Seller and must be delivered on or before April 5,2005.
3. Buyer may assign this contract and /or direct the issuance of a deed to Buyer's nominee;
4. Buyer agrees to assume all back payments by the seller to the mortgage company totaling to Fifteen Thousand Six Hundred (\$ 15,600.00) to be paid directly to Seller's mortgagee and agree to pay regardless of all liens against the property during the closing but not to the Kussel;
5. Buyer agree to pay in full NINETY THOUSAND DOLLAR (\$ 90,000.00) to the Seller at the date of the closing as the Net proceeds of the sale of property at 637 Linsey Avenue, Schaumburg Illinois, 60194 LESS the Earnest money of Eighteen Thousand dollars(\$ 18,000.00) of which Three thousand dollars (\$3,000.00) has not been delivered to Seller; *122*
optimal
6. That the Seller will turn over the property on the 18th of March 2005 to Buyer , in a good shape, clean and emptied including all keys assigned to the property;
7. Buyer agree that after the turn over of the property on the 18th of March,2005 property must be vacant and no renters and or any occupants will be allowed , but to empty the property for renovation purposes, to make sure that property can be sold earlier than the closing date;

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Rider to Contract for Sale of 637 Linsey Avenue Schaumburg Il

- Page two-

8. That I, J. Luis Nava hereby gives assurance to the Seller that the closing date of the property must be on or before the 30th of September 2005 no later than the above given date , and I J. Luis Nava hereby understand FULLY that after September 30,2005 , the offer to purchase the property by me and or any nominee assign by me will no longer be accepted by the Seller and all payments, expenses and earnest money towards the property is not refundable and this Contract of Sale will be considered NULL and VOID;

CARMELO ABEQUIBEL

9. That effective March 2,2005 until the date prior to the closing of the property, I J. Luis Nava fully agree and understand that if during this period something happened to Carmelo D. Abequibel, Sr, and or any member that will cause to death, of which the title of property will be awarded by the mortgage company to the family of Carmelo Abequibel, Sr., I , J. Luis Nava can not claim ownership of the said property but will be awarded to Carmelo's family and my payments towards the property must be paid back by the family'

10. This contract supercedes all prior oral and written agreements between parties.

11. Buyer may advance the date of the closing by notifying Seller in writing not less than two (2) weeks prior to the new date.

DATED: March 4-1-05 2005.

SELLER [Signature]
CARMELO D. ABEQUIBEL

BUYER: J. Luis Nava
J. LUIS NAVA

Witnesses: [Signature]

