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WHEN RECORDED MAIL TO:

Peter Blythe PO Box 3408 Oak Brook IL 60523



Doc#: 0525534094 Fee: \$42.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 09/12/2005 03:32 PM Pg: 1 of 10

This instrument was prepared by: Paul L. Shelton

_(Space Above This Line For Recording Data______
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 25, 2005
The mortgagor is

Velorie Jean Massey Giles, an unmarried woman

("Borrower"). This Security Instrument is given to Peter Blythe

whose

address is: PO Box 3408, Oak Brook IL 60523

("Lender"). Borrower owes Lender the principal sum of Two Hondred ten thousand and 00/100 Dollars (U.S. \$210,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

Lot 24 in block 15 in Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the third principal meridian in Cook county Illinois

Tax I.D. # 16-23-422-039

which has the address of 1958 S. Kedzie, Chicago IL 60623

("Property Address"),

Init. _____ Init. ____ Init. _____ Init. ____ Init. ____ Init. _____ Init. _____ Init. ____ Init. _____ Init. ______ Init. _

MAIL FO

Valerie J. MASSEY GILES 1958 S. Kedzie CHICAGO, 71 60623



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Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage descrit ed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordanc, with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other wise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when use notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Lorrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender survivise agrees in writing, which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the P. or erty or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
 - 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and

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agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender

to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security in strument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insure: approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borro wer when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option Lender, if mor gage insurance coverage (in the amount an for the period that Lender requires) provided by an insurer approved by I ender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance if effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance w to any written agreement between Borrower and Lender or applicable
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or circum for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu on condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then duc, with any excess paid to Borro wer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the civing, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the along, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not

extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any

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demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed ander the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treased as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first cless mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice previde for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable (av, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect wit jout the conflicting provision. To end the provisions of the Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Eoriewer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full or all sums secured by this Security Instrument. However, this optic i shill not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed withir which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower chall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change

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in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substance that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Er vironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental of regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Lav.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmenta Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pericides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive mucrials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where ω . Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENAN'IS. Borrower and Lender further covenant and agree as follows.:

- 21. Acceleration; Remedies. I ender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default (c) a date, not less that 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Securic in strument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrow er and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

part of this Security Instrument. [Check Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	Condominium RiderPlanned Unit Development RiderRate Improvement RiderOther(s) [specify]	1-4 Family Rider Biweekly Payment Ride Second Home Rider
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:	
X Valeur Massey Hele	
Valerie Jean Mass y Giles	(Seal)
	(Seal)
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O _F	J
State of Illinois, I, Edward Fan Grossman, Wictary Pul	County ss: blic in and for said county and state do hereby certify that
nen	Onally known to make but
and to the foregoing matrument, appeared to	perfore me this day in person, and acknowledged that free and voluntary act, for the uses and
Given under my hand and official seal, this	5th Hay of August, 2005.
My Commission Expires: $12-18-05$	Jam And
O NO harrows	Notary Public
OFFICIAL SEAL EDWARD IAN GROSSMAN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12-18-200	

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FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND FORM APPROVED BY THE SOUTH/SOUTHWEST ASSOCIATION OF REAL TORSE



SELLER: DIVILLO PETEO	HWEST ASSOCIATION	OF REALTORS	EQUAL HOUSING OPPORTUNITY
110			SINGLE FAMILY
ADDRESS: P.O. BOX 3408 OAKBROOK	(60523 c	MULTI-FAMILY
BUYER: Giles, Valerie J. Mass	(STATE)	(ZIP)	1 TOWNHOUSE
ADDRESS: 1958 S. Kedzie Chicago	1911	1623	
(CITY)	. (STATE)	(ZIP)	
Buyer hereby agrees to purchase and Seller agrees to sell the following descrit DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to attack	oed real estate, on the terms an	d conditions herein set f	VACANT LOT (Check One) orth
STREET ADDRESS 1958 S. HOUSE	_Chicago	(\mathcal{V})	
(Include "Unit Number" if condo no ium or townhouse)	(CITY)	(STATE)	
1.OT SIZE: APPROXIMATELY PER X SURVEY X	X x	X	FEET.
IMPROVED WITH MUSTI- 1701+			
together with all appurtenances attached to and forming a part of the premises, heating, plumbing, electrical lighting fixtures, stong windows, storm doors and sconditioners, if any; attached outside antenna, if any; water sufferer (except redoor system and all related remote hand-held units, if any; and specifically included the system and all related remote hand-held units, if any; and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units, if any and specifically included the system and all related remote hand-held units.	screens, it any; drapery rods, cu	dain rods, il any; fencing	j, if aπy, attached air
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PRICE AND TERMS: See below X PURCHASE PRICE EARNEST MONEY DEPOSIT In the form of (cash), (personal check), (cashier's check) or (judgment note due		\$ \$ \$	10,000
BALANCE DUE AT CLOSING	C ₂		n AND
FINANCING:	0,	Ф <u>СРТ</u>	0,000
This Contract is contingent upon Buyer securing within days of acceptaneoutly of \$ or such lesser sum as Buyer accepts, we years, the combined origination and discount fees for such loan not to e written application for such loan within ten (10) days from date of acceptance of	veneral Not to exceed	% per year	, to be amodized over
information and documentation, and shall diligently attempt to obtain the mortgation and solution the mortgation and shall diligently attempt to obtain the mortgation of the commitment, Buyer shall provide written notice of same to Seller will accept a purpore for Buyer such a commitment or notify Buyer that Seller will accept a purpor Seller secure such loan commitment as herein provided within the time allower relumed to Buyer. Buyer shall be allowed to have a mortgage or trust deed provision to be a default by the Seller. Seller must allow reasonable inspection of the provision is attached and made part of this Contract, Buyer represents that his allower real estate. Buyer will be deemed to be in default if he obtains a loan committee.	ge described herein. In the ever mey. Seller may, at his option, rchase money mortgage upon the red, then this Contract shall becolaced of record prior to closing, premises by Buyer's financing a	te tender in schotying all the Buyer is or acte to within an equal not correct to same terms. In the eome null and void and a but any delays caused the same tenders a contingent. Unless a contingent to the same terms.	I necessary secure such loan of additional days, vent neither Buyer II earnest money shall hereby shall not nt upon sale/closing
CLOSING: The closing shall be on or before Augusta, 200	abihe office of Buyer's lender, c	nr	· · · · · · · · · · · · · · · · · · ·
OSSESSION: (Select one applicable option) 1. Seller shall deliver possession to the Buyer at closing, OR 1. Seller shall deliver possession to Buyer within	fate of closing. Seller agrees to session. Seller shall be respons	pay Buyer for use and o	occupancy the sum of d home maintenance
I Biger shall be enritted to Page 11 In all payments of due now due vas of the date of classing of seller	Deed from Sel	ler if she	is current ining balances
seller		V,5,6,	<u> </u>

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,	indimendance expenses ouring said period and that deliver possession of the rearestate and personal property in the same condition as it is in on the date the sum of \$ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession.
	Seller shall deposit the sum of \$
	Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the which is caused by the Buyer, his rigent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of detay. If the title such unpermitted exceptions. If Seller iails to remove unpermitted exceptions or obtain additional insurance within the time stated berein. Buyer may elect
	Seller shall convey or cause to be conveyed to Buy'r lite to the premises by a recordable general warranty deed with release of homestead rights, or none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of ordinances which conform to the present usage of the premises; (d); ublocand utility easements which serve the premises; (e) public roads and highways, declaration, if applicable. Seller shall further provide an Affidavit of Title
	PRORATIONS: The following items, if applicable, shall be prorated as of the date of dosing: (a) general earliestate taxes, including special service areas, if any; (b) rents and security deposits; (c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association ascertainable tax bill reflects a homeowner, senior citizen, or other exemption, Seller has, will, or a uthorizes Buyer to, timely submit all necessary fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved loss for improved property, a written agreement SURVEY:
	SURVEY:

Seller at his expense, except for condominiums, shall furnish to Buyer a current boundary survey (dated not more than cix (6) months prior to the dosing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. A "MORTGAGE INSPECTION" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, such encroachments shall be insured by the title company or Buyer and Buyer's

COMMISSION:

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revisions. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION, PURSUANT TO

CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the

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property and its improvements, and rado mold testing, by a licensed inspection service of Buyer's choice at Buyer's cost. The home inspection shall act, to have a home inspection of the subject cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors 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 hold harmless and indemnify Seller from and against any loss or damage caused by the acts or negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs (defined herein to include repairs and radon and/or mold remediation) which do not exceed, in the aggregate \$500.00 to remedy, shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or allomey of the above deficiencies disclosed by the inspection report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair thereof. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; (iii) Seller proposes to negotiate the cost or obligation of correcting certain deficiencies; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice Buyer shall, within two (2) business days thereafter, notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereto agree that the following items are accepted by Buyer "As is", shall not

IN THE ABSENCE OF WRITTEN NOVICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN THIS HOME INSPECTION CONTINGENCY SHALL BE CLEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.

The subject area (Gelect the applicable option)	- LOTATE CONTRACT.
 The sobject property is served by a city, municipal accompanies.	
y works, and a community water and sewage treatment	cuola / K
The subject property is served by a city, municipal or community water and sewage treatment. Well and Septic Test: The subject property is not seried by a city municipal.	aystern (well and septic lest provision inapplicable
expense prior to the subject property is not seried by a city municipal.	

Well and Septic Test: The subject property is not ser ed by a city, municipal, or community water and/or sewage trealment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a waler lest performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper opera ino pridition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing or te. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are rot in compliance with the relevant statutes. Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and voic, and all earnest money shall be refunded to Buyer. FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt or any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or is in a welland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed

PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY: The earnest money and this Contract shall be held by

of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the prities are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROPSE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by filing an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement

TERMITE INSPECTION:

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active fermites or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or to declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one

GENERAL CONDITIONS AND STIPULATIONS:

(a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage

(b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation

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c) Facsimile signatures to the Contract and Ride erved upon the parties at the addresses shown on this Contract or upon the altomey for such party. In the event the name and address of either party. ind the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile ransmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. o long as the sender retains transmittal confirmation. Notice to any one party of a multiple person party shall be sufficient service to all. d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no ther agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, nodification, or amendment to this Contract shall be valid unless in writing and signed by all parties. e) If this transaction is a cash purchase (no mortgage is secured by Buyer) the parties shall each pay one-half of the title company escrow dosing fee. f) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns. g) This Contract is subject to the provisions of Public Act 89-111, known as the Residential Real Property Disclosure Act, the terms of which are expressly acorporated herein and made a part hereof. Seller represents that the information in the disclosure statement is accurate as of the Contract Date. n) The Invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision f this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition equired by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore ne premises to the same condition as it was on the Contract Date, or as otherwise required by the terms of the Contract.) Seller shall pay for the State of timpois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in k) If Buyer has made reasonable good rain efforts to secure homeowners insurance for the property purchased herein and is unable to secure such I) If the improvements on the property shall be sectioned or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform m) If the Buyer or Seller under this Contract is an illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to Indicate ney are the beneficiaries of that trust, to guarantee their performance of this Contract, and to Indicate that they hold the sole power of direction with regard a) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms f this Contract shall remain in full force and effect. Excepting hand vrities, underlined, or bold Italic provisions, Buyer and Seller represent and warrant beach other that no alterations have been made to the text of this Contraction any Riders thereto, as published by the bar associations above. No other his Contract and Riders numbered DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, Te attached hereto and incorporated herein, shall be executed y Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to buyer. THIS IS A LEGALLY BINDING CONTRACT WHEN IGNED. IF ANY TERMS, ARE KET UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING. UYER(S): SELLER(S): iale of Offer. Date of Acceptance: (To be inserted only after the parties hereto have greed to all the learns and conditions of this Contract and referred to herein as the "Contract Date"). TOENTITY OF BROKERS AND ATTORNEYS. (Please complete when executing the Contract) UYER'S BROKER: SELLER'S BROKER (Company) Telephone: Designated) or (Dual Agent): (Selectione) (Designated) or (Dual Agent): (Select one) (Agent's Name) UYER'S (Agent's Name) TTORNEY: ATTORNEY. Address: elephone:

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Telephone: