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Doc#: 0534248045 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/08/2005 11:42 AM Pg: 1 of 13

Realistate Contract

oung,

THIS INSTRUMENT WAS PREPARED BY:

ARADID CAIDWEND.
1716 Wwestend, Chicago
772-9813951

B

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



	2 Duyer and Seller are her	rematter referred to	as the "Pa	rties".	,	Charling Andrews
-	3 Buyer(s) ARNOLD CALDWELL	e u . Veiti	LI MADOLIA.	era i di seleta a una antica di ca		
2	4 (Please Print)	Seller(s) NEHI		, GWENDOLYN	MARSHA	ALL
4	5 2. THE REAL ESTATE: Real Estate shall be de	finad to include also	(Ple	ease Print)		
6	6 agrees to convey to Buyer or to Buyer's designate 7 of PER SURVEY	of secondary of a David	Keal Estate at	nd all improveme	ints thereo	on, Seller
7	7 of PER SURVEY commonly known a	or 535 SOTH AVE	Estate with t	he approximate l		
8	8	Address		BELLWOOD		60104
9	9 COOK NA		40260000	City	State	Zip
10		Doena	nont Index Ni	anh - (-) - (13 3	Trv	
11	Condo/Coop/Townhome Parking Space Included	renna i (chack tupa)	dondad anam	umber(s) of Real	listate	
12						
13	3. FIXTURES AND PERSONAL PROPERTY	: All of the fixtures of	and nowanal -	manage of the state of the stat	.	
14	· variet with a relief 2 kilowicale and ill oberation of	ANTO 1111/11 OF THE 1306.	A OF A MAGNIAN			
15	and a proces to transfer to the period all lixtures. All	l Deating electrical	alumbian so	d wall areturns.	vise state	a nerem.
16	" The state of the control of the co	at Closing: [Check or	pitunong an regumerate er	o wen systems	rogemer	wan me
17	(2001) Extraord (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000) 1 (2000)			(s) Central A	Vir Conditio	krimo
18	Microwave Philt-in or Attached Shalving	lware 🧫 Fireplace Gas Lo)RS	Uectroni	c or Media.	Air Filt e r
2 0	Dishwasher Spoke Detector(s)	Lxisting Storms Security Systems	& Sercens (5) (Owned)	Central II	lumidifier	
22	Garbage Disposal Trash Cumpactor Culture Fants TV Automa System	Intercom System	ח	Water So	flener (own	ed)
23	Washer Window Air Conditioner(s)	Central Vac & E	quipment	Outdoor 5	Shed	
201 223 234 25	Dryer All Planted Vegetation Satellite Dish and System	with ALL To	rimanifica(s)	✓ Linh Fiv	titres on the	A exist
26		Invisible Fence S	System, Collar(s)	and Box Home We	arranty \$	
27						
28		nd personal property	ingluded in	lain Countries of the		
29	condition at possession, except:	nd personal property	included in	inis Contract shai	il be in o	perating
30		a my condition if it	norforms the	a function for red	blade is in	
31	regardless of age, and does not constitute a threat to	head our safety			nich it is	intended.
32	4. PURCHASE PRICE: Purchase Price of \$ 275.06	90.06 B78.75	and Act	shall be paid:	ac fallow	e tritio
33	carnest money of \$ 5,000.00	by 🗷 (check). 🗖 (cash) or []	(note due on US	ZON ACC	S. HIIIIAI Edtak
34	The state of the s	by Die		20 NA	Tho	. variant
35		d by the Listing Co	ompany, as "F	Economica in America	at Ca., th.,	
36	benefit of the Paries. The balance of the Purchase	Price, as adjusted a	v i corations	shall be paid at	Clasina	tar arrian
37	transfer or runds, or by certified, cashier's, mor	luage lender's or T	ide company	's check (provid	ied that t	he title
38	- company a check is guaranteed by a heepsed thie ins	arance company)				
39	5. MORTGAGE CONTINGENCY: This Conti	ract is contingent u	pon Buy-r o	btaining an unco	nditional	written
40	moregage communical texcept for matters of fitte	attem to voyuus bus	ec totally ruid	No Diningto and		1 6
41	NOVEMBER 9 , 20 03 for a CONVENTIONAL	(type) ioan of \$ 🙅	1250.00 064	812.50	or such#C
43		iortgage insurance (F	PMI), if requir	ec. The interest r	ate (initia	I rate, if
44	approaches shart not exceed 6 % per annum	amortized over no	ot less than30	years. Buye	er shall p	ay loan 👠
45		of the loa	m amount. Se	eller shall ray loa	an origina	tion fee C
46	The state of the s	HALIKANIH TIKISE TER	こくけいしょくけいじょういん いんりんかん	Stiff Sell for last 17:		11 1
	first. Buyer shall pay the cost of application, usual a (If FHA/VA, refer to Paragraph #36 for additional pressure of the paragraph #36 for additional press	nd customary proces	ssing fees and	Closing costs of	arged by	lender.
48	(If FHA/VA, refer to Paragraph #36 for additional probusiness days after the Date of Acceptance, Failure Buyer, baying applied for the loop applied by	to do so shall const	ui make writte	en loan applicatio	m within	five (5)
49	Buyer, having applied for the loan specified above, i	is unable to obtain a	tute an act o	o deinuit unger i	this Conf	tract. If
50	association and underspecified, this Contract shall he	C fiull and void and	COMMON! MANAGE	الألباء كالمستأمين والمعالي		•
51	direction of the Parties to Escrowec, If written notice	e is not served with	in the time ev	y refunded to buy	yer upon	written
52	which was continued to the continued of and this continued	'Shall remain in fali	l force and of	Yout Ilulan - al		
	- *** **** CORRECT AND THE DR CONTINGENT OF	ion the eale sed/e.		The same of the sa		
		J KUID UNA/AP AIAKIN	A AT ADIANIA			
-		se at this huragram	in it wallows	A 67 - 11 7		
30	within thirty (30) days after Buyer's notice, proc	ures for Buyer suc	h commitme	nt or notifies Be	yer that	Seller
	Buyer Initial Buyer I.	nitial	Callen Incits	\mathcal{J}_{2}	E1 . 21	1
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 60	104	_oeuer milla	"U.M.	Seller In	itial
	-	Page 1 of 8				

57	will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.		
58			
59	The state of the s		
60 61	6. CLOSING: Closing to obtain the intergage commitment and to close the loan.		
62	mutually agreed upon by the Parties in weiting Clasics at all the state of the parties in weiting Clasics at all the state of the parties in weiting Clasics at all the state of the parties of the parties in weiting Clasics at all the parties of t		
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65	The state of the s		
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67	THE RESERVE TO A STATE OF THE PROPERTY OF THE		
68	Report; [check one] Thas 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 mote and deposits (if any) from		
71	- VIGIGE GIRLE SEEVEL SHIRE HINDERSWEDT OF CONDOMINATION DEPOSITION FROM EVEN AND A CONTRACT OF A CONTRACT AND		
72	Transcounter Association/Congoninium rees are NNA par NA Collaborations to account		
73	at Crosing any Special assessments (governmental or association) confirmed prior to Date of Accordance. The association		
74	real distinct taxes of the profitted as of the date of Closing based on 110 % of the most report assuming the C.D.		
75	year tax on. All prorated s shall be final as of Closing except as provided in pergament 7. If the consent of the		
76	recent ascertainable tax not paged a nomeowner, senior citizen or other exemption. Seller has submitted or will submit		
77	and a unitery manner an necessary occumentation to the Assessor's Office, before or after Closing to pressure sold		
78 79	exemption(s). Accumulated reserves of a Homeowner/Condominium Association are not a progratable item		
80	10. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS selected for use and		
81	initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:		
82	PROPERTY MUST APPRAISE AT OR ABOVE CONTRACT PRICE.		
83	11. PROFESSIONAL INSPECTIONS: Power may secure at Buyer's expense (unless otherwise provided by 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	(3) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after there are		
88	Acceptance. If written notice is not served within the time specified, this provision shall be deemed project by		
89	rarties and this Contract shall remain in full force and effect. If within ten (10) husings dove other Data at		
70	Acceptance, written agreement cannot be reached by the Parties with respect to resolution of increation issues them.		
91 92	entire rarry may terminate this Contract by written notice to the other Pant and this Contract shall be pull and void		
	The state of the s		
94	cover only major components of the Real Estate, including but not limited to, central heating system(s), numbing and well exerting electrical anatom and the system electrical anatom and the		
95	system(s), plumbing and well system, electrical system, roof, walls, windows, 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		
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 Suver or any person performing		
98	any dispectants, puyer agrees unior repairs and routine maintenance items are not a rive of this continuous.		
77	12. AT TURNIET MEYELY: The respective attorneys for the Parties may approve diagrams of the parties of the parties may approve diagrams of the parties of		
1 1717	to this Contract, other than stated Purchase Price, within five (5) business days after the Part of Assenting		
101	Property of House Cauch Ot Los Contract shall not be based solely upon stated purchase Office Annual and the		
102	disapproval of proposed inconfication(s) by any Party shall be in writing If within ten (10) business days after the of		
105	recognance written agreement on proposed modification(s) cannot be reached by the Parties, this Continue should be		
104	nuit and void and earnest money refunded to Buver upon written direction of the Portice to Feoreway, It would be		
102	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.		
	13. PLAT OF SHRVEV: Not loss than one (1) business day minute Official		
100	13. PLAT OF SURVEY: Not less than one (1) business day prior to Closing, except where the subject property is a condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey dated not more than six (6) more tha		
109	not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing		
	A _		
	AQ Brown haved		
	Buyer Initial Buyer Initial Seller Initial G. M. Seller Initial Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104		
	AND SOUTH AVE BELLAYOOD, ILLINOIS 60104		

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

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- (b) 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
- (c) By sincling 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 (8:00 A.M. to 6:00 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; or
- (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during nonbusiness hours, the effective rate and time of notice is the first hour of the first business day after transmission.

15. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and 133 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights. (or the 134 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless 135 136 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 Closing, covenants, conditions, and restrictions of record, building 138 lines and casements, 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 commitment for an ALTA title insurance policy in the amour, 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, 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 shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage 147 148 that may be caused by such exceptions or encroachments. If Selfer 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 150 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Bover 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 151 152 Policy.

153 17. REAL ESTATE PROPERTY TAX ESCROW: In the event the Real Estate is improved but has not been previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be 154 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and 155 156 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 at the request of either Party, and the Seller's share of such tax liability after reproration 157 158 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 reproration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly 160 upon demand,

18. PERFORMANCE: Time is of the essence of this Contract, in the event of default by Seller or Buyer, the Parties 161 162 are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect

Buyer Initial Address 535 50 TH AVE	Buver Initial BELLWOOD, ILLINOIS 60104	Seller Initial 🔓 M . Seller Initial

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. Escrowec 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 carnest 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 carnest 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.

20. SELLER REPRESENTATIONS: Seller represents that he has not received written notice from any Governmental 177 178 body or Hands wher Association of (a) zoning, building, fire or health code violations that have not been corrected; (b) 179 any pending recorning; or (c) a proposed or confirmed special assessment and /or special service area affecting the Real Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required 181 permits were not obtained Sciller 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 exemptions

185 21. CONDITION OF REAL USTATE 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 Seller's expense before possession. Bu er shall have the right to inspect the Real Estate, fixtures and personal property prior to possession to verify that the Real Es ate, 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. 189

190 22. GOVERNMENTAL COMPLIANCE: Paries agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Fstate Settlement Procedures Act of 1974, as amended.

23. ESCROW CLOSING: At the election of either Part, 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 193 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 the Contract. The cost of the escrow shall be paid by the 196 Party requesting the escrow.

24. FLOOD INSURANCE: Buyer shall obtain flood insurance if required by Buyer's lender. 197

198 25. FACSIMILE: Pacsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this 199 Contract.

26. BUSINESS DAYS: Business days are defined as Monday through Friday, excluding Federal holidays. 200

27. CONDOMINIUMS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be 201 contrary to other terms of this Contract, shall supersede any conflicting terms. 202 203

(a) 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 there's narry wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; inclaimments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium.

(b) 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.

(c) 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 preemptive 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.

Address 535 50 TH AVE	Buyer Initial BELLWOOD, ILLINOIS 60104	Seller Initial G.M.	_Seller Initial
	Page 4 of 9		

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

224	The same of the sa
225	(v) benef state not be congated to provide a condominium survey
226	(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortugage) as insured
227	40. CHOICE OF LAW/GOOD FAITH: All leams and provisions of this Contract including that not limited to the
228	remainly increase and processional inspection paragraphs, shall be deverted by the lawe of the Ciety of illustrated and
229	subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
230	A series of the
231	THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES
232	THE THE STATE OF THE TRANSPORT OF THE INTERLED BY ALL PARTIES
	29. SAT LOF BUYER'S REAL ESTATE:
234	[initials]
235	(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:
236	the state of the s
237	(1) Buyer owns real estate commonly known as (address); (2) Buyer [check one] Das has not entered into a contract to self his real estate. If Buyer has entered into a contract to self
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 [chr ck or e]: [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	fising 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 scheck one
246	(a) Shall fist his real estate for sale with a licensed real estate broker who will place it in a local multiple
247	Using service within five (5) business days the Date of Accordance of this Contract
248	For information only: Broker:
249	For information only; Broker: Broker's Address: (b) Does not intend to list his real estate for sale.
250	(b) Does not intend to list his real estate for sale.
251	(3) suyer authorizes seller or his agent to verify representations contained in Paragraph 29 at any time, and Buyer autors to
252 253	cooperate in providing relevant information.
254 254	(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:
255	(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
256	this Content 15 matter made Such contract shall provide for a Closing date of later than the Closing date set forth in
257	this Contract. If written notice of failure to procure such contract is not served within the time specified, Buyer shall
258	be deemed to have waived this contingency and this Contract shall remain in fell force and effect. (If this paragraph is used, then the following paragraph must be completed.)
259	(2) In the event the Buyer has propured a control for the sole of Donath and a control of the sole of Donath and the sole of t
260	(2) In the event the Buyer has produced a contract for the sale of Buyer's real estate as set form a congraph 29 (B) (1) and that contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this
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 asset to prove the terms.
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 ance use date of this contract it no date is set forth in Portagraph 29 (B) (1)). Buyer shall within three (A) business share
267	of such elimination, notify Selfer of said termination. Unless Buyer, as part of said notice archese of continuous in
268	range and 29 and company with Paragraph 29 (D), this Contract shall be pull and traid up of the date of rection and
269	money retunded to Buyer upon written direction of the Parties to Escrowee, If written notice as required by this
270	surparagraph is not serven within the time specified. Barry shall be in default ander the terms of this Comment
271 272	CONTINUE TO CONTINUE TO OFFER REAL ESTATE FOR SALE During the time of this continuous College
414	has the right to continue to show the Real Estate and offer it for sale subject to the following:
	Λ_{\circ}
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104 Buyer Initial Seller Initial G. M. Seller Initial
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104

Page 5 of 8

273	
274	of same. Buyer shall then have hours after Seller gives such notice to waive the contingencies set forth in
275 276	ranagraph 29 (B), subject to Paragraph 29 (D),
277	The state of the s
278	(3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
279	nscrowee.
280	The contraction of the contracti
281 282	29 (6) When Buyer has delivered written waiver and deposited with the Esempton the additional sum of \$
283	earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified the waiver shall be deemed ineffective and this Contract shall be really and the contract shall be really as a superior of the con
284	waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon 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	and shall be in writing and shall be served on the Party. Couries conies of notice should be sent to the respective attorneys and real
287 288	excite agents, it known, halfure to provide such courtesy copies shall not render notice invalid. Notice to any one of a publish.
289	person Purty shall a sufficient notice to all. Notice shall be given to the Party in the following manner: (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 terrified 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. IVan; or
293 294	(3) By facsimile to 1 farty (service shall be effective at the time and date the sending Party receives a receipted copy of the
295	notice from the receiving linty).
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 of subject to written cancellation of the prior contract on or before
298	20 In the event the prior contract is not careelled within the time specified, this Contract shall be outland and our next
299 300	money refunded to Buyer upon written direction of the Parties to Escrower. Notice to the purchaser under the prior continues
301	should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.
302	
303	31. INTEREST BEARING ACCOUNT: carnest money (with a completed W-9 and other required forms), shall be
304 305	neid in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest current on the
306	earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not
3 <u>0</u> 7	to exceed \$75) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no 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
310 311	a post closing possession agreement that shall provide, among other things, the possession will be delivered no later than 11-59
	P.M. on
212	regardless of whether possession is delivered prior to the possession to prevent one ession to not delivered at Clashas Calling
- J.E.W.	signi deposit in escrow at Closing with title Company, Listing Company or other escroper as approved to be the Bostise and approved to
315 316	by separate creek, the sum of the percent (126) of the Pullerage Price to puntantee that to session of the Pool Siston chall be
317	converge of project of the before the date and time specified in this Contract. If possession is so converge the premou find shall be
318	paid to Soller. If possession is not so delivered, the designated escrowce shall pay to Buyer from the escribe for the sum of one fifth (1/5th) 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	escriber fund. If any, to seller, in the event that possession is not delivered to Buyer within five 151 plander than the tree than
320	ANAMICS ROCKED, SCHOOL SHALL CORRUPTE (O DC HADIC IO BUYCT ROLL OF BOOKEN CORREST TO CORREST OF THE WARRENCE O
321	recent to each day execusion is so winned from buyer, without projecte to any other rights or reposition and the terms to
322 323	within the tray business days after trate of Acceptance whileh agreement on a post Closing possession gramment country by
	10 the turner, this Courtest Shall be note and void and earnest money refunded to Russe money man written discussion of the pro-
325	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.
326	The state of the s
327	33. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain, at Seller's expense, a well water
328 329	test (meaning finances use) and/of a semicesmany report from the armicable concernmental authority or matter the
	service each dated for more man limits (90) days prior to Closing, stating that the well and the water constitut the water
	septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less than fourteen (14) days prior to Closing. If either system is found not to be in compliance with applicable health regulations, and in
	Buyer Initial Buyer Initial Seller Initial Seller Initial
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104
	Page 6 of 8

332 333	
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339	Set of the factor and specifically consent to incense against as a 19191 A cent with congret to the formation referent to be the factor.
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343	to the trail of the trail of the second of t
344	workers of the real country and personal property have been made he selled or selled a Agent often their three trees the
345	The state of the s
346	
347	condition of the improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so
348	notifies Seller with a live (5) business days after the Date of Acceptance, this Contract shall be null and void and earnest money
349	shall be retunded to puyer upon the written direction of the Parties to Escrower Failure of Direct to partie Selling as the secretary
350	said inspection type are as a waiver of failer to learning this Contract under this parameter and this Contract
351	run three and cried, fluid acknowledges the provisions of Paraperent 11 and the transports recognised of Demograph 2. I
352	this Contract.
353 354	
355	
356	
35 7	the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of proceeding with this Contract without sound to the appearance of the appea
358	proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FFIA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and Icheck one Shall shall not be added to the mortgage loan
359	amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.
360	Required FHA or VA amendments shall be attached to this Contract.
361	It is expressly agreed that notwithstanding any other revisions of this Contract, the Buryer shall not be obligated to consider the
362	purchase of the property described herein or to incur lany actualty by forfeiture of carnest money dervisits or otherwise unless that
363	buyer has been given, in accordance with HUD/FHA equirements, a written statement by the Federal Housing Commissioner
364 365	scuing form the appraised value of the property (excluding Closing custs) of not less than \$
366	Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the
367	The state of the s
368	Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are exceptable.
369	and a second section of the price and conductor of the property are acceptance.
370	37. INTERIM FINANCING: This Contract is contingent upon Dayer obtaining a written commitment for interim
371	financing on or before 20 in the amount of S interim financing commitment and gives written notice to Seller within the time specified this Contract shall be null and void and
372	interim financing commitment and gives written notice to Seller within the time specified this Contract shall be null and void and
373	to need invited to dayer upon written or celion of the Parties to Respondent a weithen notice is not surred with?
374 375	time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.
376	
377	into a separate written agreement experience visits the terms of the Parties entering
378	into a separate written agreement consistent with the terms and conditions set forth herein, and with additional terms as either Party may deem necessary, providing for one or more of the following: (check applicable box(es))
379	ASSUMPTION OF SELLER'S MORTGAGE
380	MARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE
381	LIVACANT LAND
382	□NEW CONSTRUCTION
383 384	
385	39. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by
386	within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Fistate
387	and written notice is given to Seller within the time event Buyer's specified party does not approve of the Real Estate
388	and written notice is given 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, this provision shall be deemed waived by the Parties and the Servee.
389	provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.
	Λ
	Address 536 50 TH AVE BELLWOOD, ILLINOIS 60104 Seller Initial G M. Seller Initial
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104
	Page 7 of 8

390	THIS DOCUMENT WILL BECOME A LEGA	ALLY BINDING CONTRACT WHEN SIGNED	BY ALI
391 392	PARTIES AND DELIVERED The Parties represent that text of this form has not be	een altered and is identical to the official Multi-Board	Davidantie
393 394	Real Estate Contract 3.0. OCTOBER 26TH 20 05	10/28	2005
395 396	Date of Offer	DATE OF ACCEPTANCE	
397 398	Buser Signature Colderell	Seller Signature	111
399 400	Buyer Signature ARNOLD CALDWELL	Seller Signature	<u>ung</u>
401 402	Print Buyer(s) Name(s) 49/6 W. WEST END	Print Seller(s) Name(s) GWENDOLSN MARSHAL	9. ##.
403 404	Address 14 60644	Address 535 - 50+L AU	
405 406	City State Zip		60104
407 408	Phone Number(s) Email	Phone Number(s) Email	00/04
409	SIGNATURE GOLD REAL ESTATE	MATION ONLY CIB CLADSTONE	
410 411	Selling Office MLS# THERESA GARDLEY 2241/36	1. Isting Office 533/ ST. CHARLES MISE	
412 413	Solling Agent MLS # Limail 4815 W BUTTERFIELD RD HILLS/OL IL 60162	Listing Agent BERKELES /L 60/6	3
414 415	Address City ST Zip 708-202-1970 OFC, 1971 FAX, 708-369-6533 CEL	Address 544-6800 544-75	(ÉI)
416 417	Phone No. Fax No.	Phone No. VEN MIHAJLOVIC	
418 419	Buyer's Attorney Email	Seller's Attorney 108 354-7533 708531-95	767
420 421	Address 312.782-2585 312.466.0823	adress	
422 423	Phone No. Pax No. CIT1 866-784-4607	Phos., No. Fax No.	
423 424	CITI 866-784-4607 Mortgage Company Fax No.	LUCY ANAYA 630-842-2968 Loan Officer Phone No.	- Market - Adams
425			
426	©2003. Illinois Real Estate Lawyers Association. Al	Il rights reserved. Unauthorized duplication or alterati	ion of this
427 428	Official form available at upper reallance or over	thereof is prohibited. eb site of Illinois Real Estar, Lawyers Association).	
429	Approved by the following org	900 in or minors Rear 12 day Lawyers Association).	
430	Illinois Real Estate Lawyers Association, Belvidere Bo	oard of REALTORS®, Boone County Bar Association	ı. Chicago
4.51	Association of REALTORS®, Du Page County Bar	Association, Kane County Bar Association Lake Co	ounty Bar
432	Association, Michenry County Association of REALT	CORS [®] . North Shore - Barrington Americation of RFA	LTOPES
433 434	REALTORS Association of the Few Volley BEALT	Suburban Bar Association, Oak Park Soard of REAL	LTORS*.
135	Towns Board of REALTORS®	TOR™ Association of West/South Suburban Chicagola	ind, West
436		- CV	
437	This offer was presented to Seller by RUBY	## on 10. 2820 23 at : A	M/PM
438	(Agen	nt) (date)	141/1 [41
139	This offer is rejected	20	
140	(Seller initials) (Seller	r initials) (date)	
	10	A	
	Buyer Initial Buyer Init		r Initial
	Address 535 50 TH AVE BELLWOOD, ILLINOIS 6	60104 Page 8 of 8	
		in angione as a file. All	



RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LUMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELL-ERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address:

City Steep & Zin Code:

TOTAL COMPLETION OF THE PROSPECTIVE BUYER COMPLETION OF THIS REPORT.

City State &	Zip Code	Bellward 201 60/64		
Selier's Name	 !:			
		closure of certain conditions of the residential real property listed above in compliance with the Residential Real Property		
Disclosure Act. 11	AT THE SECTION OF THE	and does not effect any changes made or occurring error unit date or the notice seller after that date. The disclosures herein shall not be decined wavanties of any hind by the seller or any person		
		ware" means to new section norms or seem an invalue of the residential real property or that would algoritheantly impair the travelle have a substantial adverse effect on the value of the residential real property unless the soiler reasonably believes that the condition has been connected.		
		THE THE PARTY OF T		
		to the control of the state of the control of the state o		
stransment on Year	amedinakte!	to the mounts point sold. If the seller motories that the technic of any atmentions of any atmentions are also because the property of the seller motories and the seller motories are also because the property of the seller motories and the seller motories are also because the seller motories are also becau		
the, the seller shall	ij provide ar	Apis action, in the additional information area of this form.		
YES NO	N/A			
1. DE		Seller has , the ploof the property within the last 12 months. (No explanation is needed,)		
2	,	I am news of A wish or recording leakage problems in the crowlespect or basement.		
J		I am sweet that it', property is located in a flood plain or that I currently have flood hazard insurance on the property.		
4		I am govern of mesons of the beautient or foundation (including cracks and bulger).		
5. Y		I am aware of loaks or may defects in the roof, collings or chimmey.		
		I am swarz of material data rare in i.e. wells or floors.		
7	• ———	I am aware of material diriects in the electrical system.		
a	·	I am aware of instartal defects in the the pla inbing system (includes such drings as water heater, samp pump, water treatment system, sprinkler sy, "erh, and pulmoning pool).		
	1	I am aware of maneral defects in the well as well appropriate.		
9	,	I am aware of magnet, detects in the drinking with T.		
10		I am aware of meaning defects in the breaking, ab denting, or vanishing systems.		
19		I am aware of material defects in the freehote or weet thumbing more.		
13		Earn aware of universal defects in the septic, senting youver, c. other laposed system,		
		I am aware of transfe concentrations of radon on the premit of		
13		is any sware of untake concentrations of or unable conditions relating to a Joseph on the premises.		
16		t are supported annuals concentrations of be unsufe conditions relating / a leaf		
		nation, femily water pipes, fund pidenthing pipes or lend in the soll on this primiting		
17.		I am aware of thine subsidence, underground pire, sentement, aliding, upnear 4, 4 other carth stability defects on the promises.		
18	<u>,</u>	I am awate of current inflatations of termiton or other wood boring intects.		
10. I are aware of a structural defect caused by previous infestutions of farmities or an wood sering insects.				
20		I am aware of underground fiel storage tanks on the property.		
21 4		I are swere of boundary or loc line disperses.		
22 2/	<u> </u>	I have recoived notice of violation of local, state or foderal laws or regulations relating to this property, which violation has not been corrected.		
	 **	sciosures are not intended to cover the common elements of a condominium, but only the setuel residential real		
Note	; inege (il)	scrotures are not internect to both the oxclusive use thereof that form an integral part of the conde minima unit.		
budberry more	o These die	closures are intended to reflect the current condition of the premises and do not include previous problems, if any, that		
the seller resec	nably belie	ves have been corrected.		
		rarked "not applicable" or "yes", please explain here or use additional pages, if necessary:		
If any or the el	DOVE BITS IT	SINCE THE APPLICABLE OF YES , DIESE EADISM TALLE OF USE MAINTAINE PROPERTY.		
	· · · · · · · · · · · · · · · · · · ·			
-				
Check bere if	additional	PAGES 1986:		
Saller certifies	that seller	has prepared this statement and certifies that the information provided is based on the actual notice or actual knowl-		
odge of the se	liet withou	it any specific investigation or inquiry on the part of the soller. The seller hereby authorizes my person represent- transaction to provide a copy of this report, and to disclose any information in the report, so any person in connection		
ing any princi	Den iis mise.	Here says of the brooker's coby or may telebrack min to discrease may appointment in any released or may began uncommended to brooker's combined or may be a second or		
With any percent	1 Or Middle	8-2-05		
Seller A Mary	MILL	Masshall Den: 8-2-05		
Scilef:		Date:		
PROSPECTIVE	BUYER IS	AWARE THAT THE PARTIES MAY CHOOSE TO NECOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY		
SUPPLIED TO A	IA SOLYTA	1. MATERIAL PRESCTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY		
INSPECTIONS	OR WARR	anties that the prospective buyer or seller may wish to obtain or nbootiate. The fact that the Of a particular condition or problem is no quarantee that it does not exist. Prospective buyer		
SELLER IS NO	AT REMARK	REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.		
WHITE IN	(//			
Prospective Bu	yerX_U	mold alder Date: 40-20 Time:		
Prospective Bu	yer:	Diek:Timo:		
108 Ravised	1/00	COPYRIGHT OBY ILLINOIS ASSOCIATION OF REALTORS A		
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CBGLADSTONEBERKLEY

PAGE 11/12

PAGE 03/04

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REALTOR® ASSOCIATION OF WEST/SOUTH SUBURBAN CHICAGOLAND DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS



Lead Warning Statement

present expos may produce Lead poleonin	per of any interest in realdant wee to lead from lead-based permenent neurological dam- ng also poses a perficular risk matten on lead-based paint h aint hexantis. A risk assessmit	pent trait may place young a ege, including learning disel to pregnent women. The s	officials, reduced in paller of may later	ntelligence quoden est in residential n	t, behavioral problema al property is required receive and polify this	and impaired memory. to provide the buyer buyer of any known
		535 -57	0xh	40		
Property c	commonly known and		(2)	\mathcal{L}_{j}		, litinois .
City of	1- Allabook	County of;	4-1			· Ithiring .
Seller's Disc.	iosure (initial) (nosence of lead-t	pased paint and/or le sed paint and/or lead				
s Mes		knowledge of lead-ba			ed paint hazards	in the housing.
\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-	Relier has prov	vice a the ourchaser w and-be sed paint haze	ith all avellab	le records and	reports pertainin cuments balow):	g to lead-based

	Seller has no fin the housing	eports or records per	a ling to lea	d-based paint	and/or lead-base	ed paint hazards
Purcheser's	: Acknowledgment (Initial)	0,			
	b) Purchaser has re-	ceived copies of all it	nformation li	sted above.		
1		ceived the pamphlet			Lead in Your Ho	ome.
AC	•		U			
market and the later of the lat		day opportunity (or i	mutually agn ad-based po	ed upon cert lint or kied-be	od) to conduct a sed paint hazard	risk assessment s; or
	based paint 8	ipportunity to conductind/or lead-based pai	it a risk asse int hezards.	sament or in	pection for the p	resence of lead-
Appropriate And	kno <mark>wiedgment (i</mark> nitie	0)			O_{x}	
17	(f) Agent has inform his/her responsib	ned the seller of the : lility to ensure compli	satier's oblig iance.	ations under 4	12 U.S.C. #352 d	end is aware of
Cartificatio	n of Accuracy				C	, V
The shat	following parties have the information they	ve reviewed the info have provided is true	rmation abouts	ve and centify le.	to the best of	their knowledge,
Sellentina	rdig Ilark	Date 8, 2,				Date / /
Purchaser- Agent	The From	Date 8 12 A	Purch	0//	usa Darde	Date 0 26 05 Date 0 12 6 10 5
FORM 420	207 / /	nis disclosure form	should be a	,,, \ ttachad to th	e Contract to Dr	urcheen)
	•					
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PAGE 82/84





ILLINOIS ASSOCIATION OF REALTORS* MOLD DISCLOSURE



	Printed Name(s) of Seller(s) GWENDOLYN	MARSHALL			
	Printed Name(s) of Buyer(s) Aprold Colde	vell			
	515 - 57 N/h				
	Property Address 335 - 30)				
	1. SELLER DISCLOSURE. To the best of Seller's actu	al knowledge, Seller represents:			
	a. The property described herein O has has not be and similar organisms ("molds");	en previously tested for molds, fungi, mildew			
	Note: If answer to a is "has not," then skip b. and c. and If answer to a is "has," then complete b. and c.	go to Section #2.			
	b. The molds found were were not identified a	toxic or harmful molds;			
	c. With regard to any molds that were found, measur molds.	cs 🗅 were 🗅 were not taken to remove those			
. (Buyers mittals				
	2. MOLD INSPECTIONS. Molds, fungi mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where learning may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home loopection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.				
	3. RECEIPT OF COPY, Seller and Buyer has read this acknowledge receipt of a copy thereof.	Mold Disclosur, and by their signatures hereon			
		3			
	Seller: Musudulu Maskall Date:	8-2-050			
	Seller:Date:	K C			
	Buyer: X Chrold Caldwell Date	< 10-26-05			
	Buyer:Date				
	Form 348 9/2003	Copyright© Illinois Association of REALTORS®			

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page 2

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UNOFFICIAL CORY 140260000

Residential Real estate contract Between Keith, + Gwendolyn Marshall and Arnold Caldwood

the south 38 feet of the worth 188,5 feet of lot 15 in E. A. commings and compage Color barden home addition, Being a SUBDIVISION of the Northwest fractions 1/4 of section 8, And that part of the cast 12 of the southwest 1/4 of section 8, Lying south of the Indian Boundary line and worth of Butterfield ROAD, All in township 39 North, Range 12, EAST of the Inid Principal Meridian, Incook County, Illinois.