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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Property of Cook County Clerk's Office

Real estate contract

THIS INSTRUMENT WAS PREPARED BY:

Arnold Caldwell

4716 W Westend, Chicago

773-921-3951

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MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



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

2
3 Buyer(s) ARNOLD CALDWELL Seller(s) KEITH MARSHALL, GWENDOLYN MARSHALL
4 (Please Print) (Please Print)

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of PER SURVEY commonly known as: 535 50TH AVE BELLWOOD IL 60104

8 Address City State Zip
9 COOK NA 15083140260000

10 County Unit # (if applicable) Permanent Index Number(s) of Real Estate
11 Condo/Coop/Townhome Parking Space Included: (check type) deeded space; limited common element
12 assigned; Parking space # (insert number)

13 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
14 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
15 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
16 following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grates(s) | <input checked="" type="checkbox"/> Central Air Conditioning |
| <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input checked="" type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> Window Air Conditioner(s) | <input checked="" type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> with <u>ALL</u> Transmitter(s) | <input checked="" type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Satellite Dish and System | | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Home Warranty \$ |

25 **Other items included:** _____

26 **Items NOT included:** _____

27 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
28 condition at possession, except:
29 _____

30 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
31 regardless of age, and does not constitute a threat to health or safety.

32 **4. PURCHASE PRICE:** Purchase Price of ~~\$275,000.00~~ 878,750.00 *ACGM* shall be paid as follows: Initial
33 earnest money of \$ 5,000.00 by (check), (cash), or (note due on UPON ACCEPTANCE,
34 2005) to be increased to a total of \$ NA by NA, 20 NA. The earnest
35 money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual
36 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire
37 transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title
38 company's check is guaranteed by a licensed title insurance company).

39 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written
40 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
41 NOVEMBER 9, 2005 for a CONVENTIONAL (type) loan of \$ ~~241,250.00~~ 264,812.50 *AC* or such *Ac*

42 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if
43 applicable) shall not exceed 6 % per annum, amortized over not less than 30 years. Buyer shall pay loan
44 origination fee and/or discount points not to exceed 1 % of the loan amount. Seller shall pay loan origination fee
45 and/or discount points not to exceed 0 % of the loan amount. Those fees/points committed to by Buyer shall be applied
46 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.
47 (If FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)
48 business days after the Date of Acceptance. **Failure to do so shall constitute an act of default under this Contract.** If
49 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to
50 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written
51 direction of the Parties to Escrowee. **If written notice is not served within the time specified, Buyer shall be deemed**
52 **to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided**
53 **herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A**
54 **condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the**
55 **mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,**
56 **within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller**

AC Buyer Initial GM Buyer Initial GM Seller Initial GM Seller Initial
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57 will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.
 58 In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to
 59 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall
 60 sign all papers necessary to obtain the mortgage commitment and to close the loan.
 61 **6. CLOSING:** Closing or escrow payout shall be on NOVEMBER 18TH, 2005, or at such time as
 62 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
 63 geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.
 64 **7. POSSESSION:** Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered
 65 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.
 66 **8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
 67 this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure
 68 Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 69 [check one] has has not received a Lead-Based Paint Disclosure.
 70 **9. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
 71 water and sewer and homeowner or condominium association fees. Seller represents that as of the Date of Acceptance
 72 Homeowner Association/Condominium fees are \$ NA per NA. Seller agrees to pay prior to or
 73 at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general
 74 Real Estate taxes shall be prorated as of the date of Closing based on 110 % of the most recent ascertainable full
 75 year tax bill. All prorations shall be final as of Closing, except as provided in paragraph 17. If the amount of the most
 76 recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has submitted or will submit
 77 in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said
 78 exemption(s). Accumulated reserves of a Homeowner/Condominium Association are not a proratable item.
 79 **10. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
 80 initialed by the Parties which are contained on the succeeding pages and the following attachments, if any:
 81 **PROPERTY MUST APPRAISE AT OR ABOVE CONTRACT PRICE.**
 82 **11. PROFESSIONAL INSPECTIONS:** Buyer may secure at Buyer's expense (unless otherwise provided by
 83 governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless
 84 separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more licensed or certified
 85 inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the
 86 inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five
 87 (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of
 88 Acceptance. **If written notice is not served within the time specified, this provision shall be deemed waived by**
 89 **Parties and this Contract shall remain in full force and effect.** If within ten (10) business days after Date of
 90 Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then
 91 either Party may terminate this Contract by written notice to the other Party and **this Contract shall be null and void**
 92 **and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.** The home inspection shall
 93 cover **only** major components of the Real Estate, including but not limited to, central heating system(s), central cooling
 94 system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and
 95 foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is
 96 intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold
 97 Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing
 98 any inspection(s). **Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.**
 99 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
 100 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
 101 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of
 102 disapproval or proposed modification(s) by any Party shall be in writing. If within ten (10) business days after Date of
 103 Acceptance written agreement on proposed modification(s) cannot be reached by the Parties, **this Contract shall be**
 104 **null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written**
 105 **notice is not served within the time specified, this provision shall be deemed waived by the Parties and this**
 106 **Contract shall remain in full force and effect.**
 107 **13. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing, except where the subject property is a
 108 condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey dated
 109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing

Ac Buyer Initial _____ Buyer Initial _____ Seller Initial G.M. Seller Initial _____
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163 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be
 164 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent
 165 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit
 166 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be
 167 reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
 168 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
 169 and demands arising under this paragraph.

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

177 **20. SELLER REPRESENTATIONS:** Seller represents that he has not received written notice from any Governmental
 178 body or Homeowner Association of (a) zoning, building, fire or health code violations that have not been corrected; (b)
 179 any pending rezoning; or (c) a proposed or confirmed special assessment and /or special service area affecting the Real
 180 Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement
 181 not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required
 182 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
 183 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home
 184 improvement tax exemption.

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

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

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

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

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

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

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

203 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of
 204 the Declaration of Condominium and all amendments; public and utility easements, including any easements
 205 established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and
 206 agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the
 207 date of Closing of general assessments established pursuant to the Declaration of Condominium.

208 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
 209 assessments confirmed prior to the Date of Acceptance.

210 (c) Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from
 211 Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition
 212 that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-
 213 emptive rights of purchase created by the Declaration of Condominium within the time established by the
 214 Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional
 215 documentation, Buyer agrees to comply with same.

AE Buyer Initial Buyer Initial Seller Initial G.M. Seller Initial
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- 216 (d) In the event the documents and information provided by the Seller to the Buyer disclose that the existing
- 217 improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions
- 218 contained within the documents would unreasonably restrict Buyer's use of the premises or would increase the
- 219 financial considerations which Buyer would have to extend in connection with the owning of the condominium,
- 220 then Buyer may declare this Contract null and void by giving Seller written notice within five (5) business days
- 221 after the receipt of the documents and information required by Paragraph 27 (c), listing those deficiencies which
- 222 are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon
- 223 written direction of Parties to escrowee. **If written notice is not served within the time specified, Buyer shall**
- 224 **be deemed to have waived this contingency, and this Contract shall remain in full force and effect.**
- 225 (e) Seller shall not be obligated to provide a condominium survey.
- 226 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.
- 227 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the
- 228 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are
- 229 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

29. SALE OF BUYER'S REAL ESTATE:

[initials]

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

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

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

- 254 (1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's real estate in full force and effect as of
- 255 _____, 20____. Such contract shall provide for a Closing date not later than the Closing date set forth in
- 256 this Contract. **If written notice of failure to procure such contract is not served within the time specified, Buyer shall**
- 257 **be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph**
- 258 **is used, then the following paragraph must be completed.)**
- 259 (2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph 29 (B) (1) and that
- 260 contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this
- 261 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before
- 262 _____, 20____. **If written notice is not served within the time specified, Buyer shall be**
- 263 **deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force**
- 264 **and effect.**
- 265 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 29 (B) (1)
- 266 (or after the date of this Contract if no date is set forth in Paragraph 29 (B) (1)), Buyer shall, within three (3) business days
- 267 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in
- 268 Paragraph 29 and complies with Paragraph 29 (D), this Contract shall be null and void as of the date of notice and earnest
- 269 money refunded to Buyer upon written direction of the Parties to Escrowee. **If written notice as required by this**
- 270 **subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

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

AE Buyer Initial Buyer Initial Seller Initial G.M. Seller Initial
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- 273 (1) If Seller accepts another bona fide offer to purchase the Real Estate during such period. Seller shall notify Buyer in writing
- 274 of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in
- 275 Paragraph 29 (B), subject to Paragraph 29 (D).
- 276 (2) If Buyer complies with the provisions of Paragraph 29 (D) then this Contract shall remain in full force and effect.
- 277 (3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, **this**
- 278 **Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to**
- 279 **Escrowee.**

280 **(D) WAIVER OF PARAGRAPH 29 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph
 281 29 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
 282 earnest money within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified the**
 283 **waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon**
 284 **written direction of the Parties to Escrowee.**

285 **(E) NOTICE (FOR THIS CONTINGENCY ONLY):** Except as otherwise provided above, notice required under this Paragraph
 286 29 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and real
 287 estate agents, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple
 288 person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:

- 289 (1) By personal delivery of such notice effective at the time and date of personal delivery; or
- 290 (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail. Notice served by regular
- 291 mail and certified mail shall be effective of 10:00 A.M. on the morning of the second day following deposit of notice in the
- 292 U.S. Mail; or
- 293 (3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the
- 294 notice from the receiving Party).

295
 296 **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior
 297 real estate contract this Contract shall be subject to written cancellation of the prior contract on or before _____
 298 20____. In the event the prior contract is not cancelled within the time specified, **this Contract shall be null and void and earnest**
 299 **money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract**
 300 **should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been**
 301 **satisfied or waived.**

302
 303 **31. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms), shall be
 304 held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the
 305 earnest money shall accrue to the benefit of and be paid to Buyer. **The Buyer shall be responsible for any administrative fee (not**
 306 **to exceed \$75) charged for setting up the account.** In anticipation of Closing, the Parties direct Escrowee to close the account no
 307 sooner than ten (10) business days prior to the anticipated Closing date.

308
 309 **32. POST-CLOSING POSSESSION:** In the event possession is not to be delivered at Closing, the Parties shall enter
 310 into a post Closing possession agreement that shall provide, among other things, the possession will be delivered no later than 11:59
 311 P.M. on _____, 20____, provided sale has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day
 312 to Buyer for use and occupancy from and including the day after Closing to and including the possession date specified above,
 313 regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller
 314 shall deposit in escrow at Closing with Title Company, Listing Company or other escrowee as agreed to by the Parties and escrowee
 315 by separate check, the sum of one percent (1%) of the Purchase Price to guarantee that possession of the Real Estate shall be
 316 delivered to Buyer on or before the date and time specified in this Contract. If possession is so achieved, the escrow fund shall be
 317 paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of one fifth (1/5th)
 318 of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the
 319 escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within five (5) calendar days after the date
 320 specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to one fifth (1/5th) of the possession escrow sum specified
 321 herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. If
 322 within ten (10) business days after Date of Acceptance written agreement on a post Closing possession agreement cannot be reached
 323 by the Parties, **this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties**
 324 **to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties**
 325 **and this Contract shall remain in full force and effect.**

326
 327 **33. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain, at Seller's expense, a well water
 328 test (including nitrates test) and/or a septic/sanitary report from the applicable governmental authority or qualified inspection
 329 service, each dated not more than ninety (90) days prior to Closing, stating that the well and the water supplied therefrom and the
 330 septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less
 331 than fourteen (14) days prior to Closing. If either system is found not to be in compliance with applicable health regulations, and in

AR Buyer Initial _____ Buyer Initial _____ Seller Initial GM Seller Initial
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390 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
391 PARTIES AND DELIVERED

392 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
393 Real Estate Contract 3.0.

394 OCTOBER 26TH 2005 10/28 2005

395 Date of Offer DATE OF ACCEPTANCE

396

397 Buyer Signature Arnold Caldwell Seller Signature Gwendolyn Marshall

398 Buyer Signature ARNOLD CALDWELL Seller Signature

400

401 Print Buyer(s) Name(s) 4916 W. WEST END Print Seller(s) Name(s) GWENDOLYN MARSHAL

402 Address CHICAGO IL 60644 Address 535 - 50th AV

403 City State Zip City BELLWOOD State IL Zip 60104

404

405 Phone Number(s) Email Phone Number(s) Email

406

407 SIGNATURE GOLD REAL ESTATE FOR INFORMATION ONLY CIB GLADSTONE

408

409 Selling Office THERESA GARDLEY 224-136 MLS# Listing Office 3331 ST. CHARLES RD MLS#

410 Selling Agent 4815 W BUTTERFIELD RD HILLSIDE IL 60162 Listing Agent BERKELEY IL 60163

411 Address 708-202-1970 OFC, 1971 FAX, 708-369-6533 CEL Address 708 544-6800 City 544-7516

412 Phone No. Fax No. Phone No. Fax No. STEVEN MIHAJLOVIC

413 Buyer's Attorney Email Seller's Attorney Email 708 354-7533 708 531-9967

414 Address 312-782-2585 312-466-0823 Address

415 Phone No. Fax No. Phone No. Fax No. LUCY ANAYA 630-842-2968

416 Mortgage Company Fax No. Loan Officer Phone No.

417

418

419

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427 form or any portion thereof is prohibited.

428 Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

429 Approved by the following organizations January, 2003.

430 Illinois Real Estate Lawyers Association, Belvidere Board of REALTORS®, Boone County Bar Association, Chicago

431 Association of REALTORS®, Du Page County Bar Association, Kane County Bar Association, Lake County Bar

432 Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®,

433 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,

434 REALTOR® Association of the Fox Valley, REALTOR® Association of West/South Suburban Chicagoland, West

435 Towns Board of REALTORS®

436

437 This offer was presented to Seller by RUBY IWANCEVICH on 10-28-2003 at : AM/PM

438 (Agent) (date)

439 This offer is rejected _____ 20

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

AC Buyer Initial Buyer Initial G.M. Seller Initial
Address 535 50 TH AVE BELLWOOD, ILLINOIS 60104

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Illinois Association of REALTORS[®] 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 LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS 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: 535 - 50th NW
City, State & Zip Code: Bellwood IL 60104
Seller's Name: _____

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 8-2-05 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", "correct", "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of moisture intrusion in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or wood burning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Aracelis Marshall Date: 8-2-05
Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: Arnold Caldwell Date: 8-2-05 Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

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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

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property commonly known as: 535 50th Ave
City of Bellwood County of: Cook, Illinois.

Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- AM (b) Records and Reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- (c) Purchaser has received copies of all information listed above.
- AC (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- AC (e) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

- RG (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4352 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller: Arundel Marshall Date 8/21/05 Seller: _____ Date 1/1
 Purchaser: _____ Date 1/1 Purchaser: Arundel Caldwell Date 10/26/05
 Agent: Patty Green Date 8/12/05 Agent: Arundel Caldwell Date 10/26/05

FORM 420 3/97 (This disclosure form should be attached to the Contract to Purchase)

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ILLINOIS ASSOCIATION OF REALTORS® MOLD DISCLOSURE



Printed Name(s) of Seller(s) GWENDOLYN MARSHALL

Printed Name(s) of Buyer(s) X Arnold Caldwell

Property Address 535 - 50th Av Bellwood

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:

- a. The property described herein has has not been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a is "has not," then skip b. and c. and go to Section #2.
If answer to a is "has," then complete b. and c.

- b. The molds found were were not identified as toxic or harmful molds;
- c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers initials

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 contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection 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 Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

Seller: Gwendolyn Marshall Date: 8-2-05

Seller: _____ Date: X

Buyer: X Arnold Caldwell Date: 10-26-05

Buyer: _____ Date: _____

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15083140260000

Residential Real estate CONTRACT
 Between Keith, + Gwendolyn
 Marshall and Arnold Caldwell

Property of Cook County

0010863909

the south 38 feet of the north 188.5 feet
 of lot 15 in E. A. Cummings and company
~~GARDEN~~ GARDEN home Addition, Being a
 Subdivision of the North west fraction
 $\frac{1}{4}$ of section 8, and that part of
 the east $\frac{1}{2}$ of the south west $\frac{1}{4}$
 of section 8, Lying south of the
 Indian Boundary line and north of
 Butterfield Road, All in Township
 39 North, Range 12, East of the
 Third Principal Meridian, in Cook
 County, Illinois.