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CONDOMINIUM PURCHASE AGREEMENT  
**TITLE OF DOCUMENT**

**THIS INSTRUMENT WAS PREPARED BY:**

JJJ PROPERTIES, INC.

4449 N. KEDZIE

CHICAGO, IL 60625

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE CONSIDERED TO BE ORIGINAL SIGNATURES."

# THE CHAVILLE CONDOMINIUMS

## CONDOMINIUM PURCHASE AGREEMENT

1. **Sale and Purchase.** SOON BANG KOH  
 ("Purchaser"), agrees to purchase and JJI PROPERTIES, INC., an Illinois corporation ("Seller"), agrees to sell, on the terms set forth herein, the unit(s) in the proposed CHAVILLE CONDOMINIUMS, 5978 N. LINCOLN AVENUE, ILLINOIS 60659 ("Condominium Property"), commonly known as UNIT(S) 1B and PARKING UNIT(S) # B, 5978 N. LINCOLN AVENUE, CHICAGO, ILLINOIS 60659 (hereinafter referred to as the "Purchased Unit"), together with its undivided percentage interest, as tenants in common, in the common elements as set forth in the proposed Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Condominium Property ("Declaration"), and as defined in the Illinois Condominium Property Act ("Act"), with approximate dimensions as per survey. The legal description of the Purchased Unit (attached hereto as Exhibit "A") is set forth in the proposed Declaration given to Purchaser, and all terms defined therein shall have the same meaning when used herein. The Purchased Unit and its corresponding percentage interest in the common elements are herein collectively called the "Unit Ownership".

- (a) Base Purchase Price: \$ 156,000
- (b) Options: To be attached as Exhibit "C" in accordance with Paragraph 6 (c) \$ TO BE DETERMINED
- (c) Total Purchase Price \$ 156,000
- (d) Earnest Money initially deposited herewith \$ 5,000
- (e) Balance of Earnest Money (5% of Purchase Price) to be deposited no later than 30 days after Seller's acceptance: \$ 6,800  
 ("Earnest Money", to be held in an interest-bearing escrow account, by Coldwell Banker) To be paid with 15 Days
- (f) Balance due (plus or minus prorations) at closing, estimated to take place on or about T.B.D. ("Closing Date"). \$ 96,000
- (g) Mortgage amount, if any (stated as percentage of Purchase Price): % 5%

2. **Personal Property.** The Purchase Price includes the items of personal property described on Exhibit "B" attached hereto. At closing, Seller shall deliver to Purchaser a Bill of Sale for said personal property. AS TO SUCH PERSONAL PROPERTY AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE AND LOCAL LAWS) WHICH MAY BE CONTAINED IN THE PURCHASED UNIT, SELLER NEITHER MAKES NOR ADOPTS ANY WARRANTY

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WHATSOEVER AND SPECIFICALLY EXCLUDES AND DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY.

3. **Financing** (strike if inapplicable). This Agreement is contingent upon the ability of Purchaser to procure within 45 days of acceptance hereof by Seller a prequalified mortgage commitment in the percentage set forth on Paragraph 1(g) or such lesser amount percentage as Purchaser accepts, with interest rate, term and service charges not to exceed those prevailing in the Chicago metropolitan area at the time any mortgage commitment is issued. If Purchaser is unable to obtain such a prequalification, Purchaser shall notify Seller in writing within said 45 day days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such prequalification or will purchase the Purchased Unit without mortgage financing. If the Seller is so notified, Seller may undertake to secure a prequalification upon the same terms and shall have the same period of time in which to procure the same. In such event Purchaser agrees to furnish to Seller all requested credit information and to sign customary papers relating to the application and securing of prequalification. If Purchaser notifies Seller as above provided and neither Purchaser nor Seller are hereafter able to secure such commitments as above provided, this contract shall be null and void and the Earnest Money (including interest accrued therein), will be returned in full to the Purchaser, except as otherwise provided in Paragraph 6 hereof. Purchaser agrees to provide a firm mortgage commitment to Seller within 60 days of closing.
4. **Possession and Occupancy**. Possession of the Purchased Unit will be given to Purchaser upon Closing.
5. **Time for Acceptance**. This Agreement, when executed by Purchaser and delivered to Seller together with the aforesaid earnest money, shall constitute an irrevocable offer to purchase the Purchased Unit by Purchaser for a period of 7 days after the date of execution hereof by Purchaser. In the event Seller executes this Agreement and delivers a copy thereof to Purchaser within said 7 day period, the offer shall be deemed accepted and the Agreement made. In the event this offer is not accepted within 7 days after date of execution hereof by Purchaser, Seller may consider Purchaser's offer to be a continuing offer which may be accepted by Seller at any time prior to Seller's receipt of a written revocation of said offer from Purchaser. If Seller rejects Purchaser's offer, or Purchaser revokes Purchaser's offer after said 7 day period and prior to acceptance by Seller, all deposits made shall be returned by Seller to Purchaser and the offer shall be deemed withdrawn.
6. **Upgrades**.
- (a) The Final Purchase Price shall include the Base Purchase Price plus the total cost of those upgrades ("Upgrades"), if any, selected by Purchaser and identified in the Upgrades Rider to be attached hereto as Exhibit "C". Seller shall install such Upgrades in the Purchased Unit as provided in the Upgrades Rider,
- (b) Purchaser acknowledges that in order to deliver the Purchased Unit on a timely basis, Purchaser must contact Seller's Sales Office for the purpose of arranging a meeting with a

representative of Seller to: (1) choose any finishes or colors as may be required to be provided by Seller; and (2) select any Options as may be required to be provided by Seller.

The meeting shall occur and all selections and/or Options, if any, shall be completed by

T. D. D.  
AFTER THIS DATE, ABSOLUTELY NO CHANGES MAY BE MADE.

(c) Seller shall include in the Bill of Sale to be delivered to Purchaser, all Upgrades which constitute personal property.

7. Broker. Purchaser represents and warrants that no broker other than Coldwell Banker and Natalia Grodenschikov and David Kim were instrumental in submitting, showing or selling the Purchased Unit and agrees to indemnify and hold Seller, its agents and beneficiaries harmless from any claim related to Purchaser's purchase of the Purchased Unit asserted against Seller by any such Broker. N/A The undersigned confirm that they have previously consented to (licensee) acting as Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document. AS A LISTING BROKER, COLDWELL BANKER IS THE AGENT OF THE SELLER OF THE PROPERTIES AT THE CHAVILLE CONDOMINIUM. AS AN AGENT OF THE SELLER, COLDWELL BANKER OWES THE FIDUCIARY DUTIES OF LOYALTY, CARE, CONFIDENTIALITY, FAITHFULNESS, AND FULL DISCLOSURE TO THE SELLER.

8. Limited Warranty. Disclaimer of all other Warranties. Seller warrants the Purchased Unit for a period of 1 year from the Closing against defects arising out of faulty workmanship or material, and will furnish to Purchaser a Certificate of Limited Warranty to such effect upon Closing, the form and substance of which is attached hereto as Exhibit "D-1" and incorporated herein by reference. Upon substantial completion of the Common Elements, in accordance with the Plans and Specifications prepared by the Architect (substantial completion to be determined conclusively by the Architect), Seller shall deliver to the Association, and the Association shall acknowledge receipt of, a Certificate of Warranty with respect to the Common Elements in substantially the form of Exhibit "D-2" attached hereto and made a part hereof.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER PERTAINING TO PATENT OR LATENT DEFECTS), WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, STATUTORY OR CASE LAW OR OTHERWISE, WITH RESPECT TO THE PURCHASED UNIT, ANY PERSONAL PROPERTY CONTAINED THEREIN, OR THE COMMON ELEMENTS, AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER. BY EXECUTION OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES THE READING OF THIS PARAGRAPH AND THAT THERE ARE NO SUCH WARRANTIES. Notwithstanding the foregoing, in the event that new personal property is included in the Purchased Unit and such new personal property is covered by any manufacturer's warranty, any such warranty shall be deemed to have been assigned to Purchaser upon Closing and delivery of the deed to Purchaser.

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THIS AGREEMENT IS SUBJECT TO THE CONDITIONS AND STIPULATIONS SET FORTH ON THE ATTACHED PAGES WHICH CONDITIONS AND STIPULATIONS ARE MADE A PART OF THIS AGREEMENT. THE EXHIBITS ATTACHED HERETO ARE INCORPORATED HEREIN AND MADE A PART HEREOF.

THE UNDERSIGNED PURCHASER ACKNOWLEDGES RECEIPT OF A COPY OF THE PROPERTY REPORT PRIOR TO THE DATE OF THE EXPIRATION OF THE ATTACHED MODIFICATION PROVISION OF THIS AGREEMENT OFFER OF PURCHASE.

THE UNDERSIGNED FULLY ACKNOWLEDGES THAT THE WARRANTIES SET FORTH IN THE CERTIFICATE OF LIMITED WARRANTY REFERRED TO IN PARAGRAPH EIGHT (8) OF THIS AGREEMENT ARE THE ONLY WARRANTIES, EXPRESSED OR IMPLIED, GIVEN BY THE SELLER FOR THE QUALITY AND CONDITION OF THE PURCHASED PROPERTY AND THAT THESE WARRANTIES ARE GIVEN BY THE SELLER IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, NOT EXPRESSLY SET FORTH HEREIN. THE FOREGOING ACKNOWLEDGMENT WAS SIGNED WITH FULL KNOWLEDGE THEREOF.

DATE OF OFFER:

DATE OF ACCEPTANCE:

11/23, 2004

12/14, 2004

PURCHASER: X [Signature] SELLER: [Signature]  
SOON BANG ROH

PURCHASER: SS# 048-70-8961

IJJ PROPERTIES, INC.  
An Illinois Corporation

ADDRESS: 4206 W LAWRENCE  
CHICAGO, IL 60630

By: [Signature]  
Its Authorized Agent

HOME#: # 773 205-8360

WORK#: # 773-4050291

FAX#: \_\_\_\_\_

ATTORNEY FOR PURCHASER (IF ANY):

ATTORNEY FOR SELLER:

NAME: \_\_\_\_\_

Richard L. Kruse  
Smith Kruse & Nicolau  
3924 W. Devon Avenue, Suite 200  
Lincolnwood, Illinois 60712  
Tel. 847/674-5555  
Fax. 847/674-5557

ADDRESS: \_\_\_\_\_

WORK#: \_\_\_\_\_

FAX#: \_\_\_\_\_

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## CONDITIONS AND STIPULATIONS

1. **Attorney's Modification.** The parties agree that their respective attorneys may make modifications to the contract other than sales price, brokers' compensation and dates, mutually acceptable to the parties. If within 7 calendar days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to Seller within the period specified herein, then this Contract shall become null and void and all Earnest Money paid by the Purchaser shall be refunded. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
2. **Conveyance of Title.** At Closing, Seller shall convey or cause to be conveyed, to Purchaser title to the purchased Unit by Special Warranty Deed, subject only to: (a) general real estate taxes not due and payable at the time of Closing; (b) the Act; (c) the Declaration and the Condominium Documents, as defined herein; (d) applicable zoning and building laws and ordinances; (e) covenants, conditions, restrictions, encroachments and easements of record (none of which shall in any way affect the use and occupancy of the Purchased Unit); (f) acts done or suffered by Purchaser or anyone claiming through Purchaser; (g) utility easements, whether recorded or unrecorded; (h) liens and other matters of title over which the Title Insurer (as hereinafter defined) is willing to insure over, without cost to Purchaser. If Purchaser is two or more persons, title to the Purchased Unit shall be conveyed to said persons as joint tenants unless Purchaser shall otherwise direct Seller in writing within 30 days after acceptance hereof by Seller. If Purchaser intends to hold title to the Purchased Unit in an Illinois Land Trust, or other title holding entity, then Purchaser shall so notify Seller in writing within 30 days after acceptance hereof by Seller, identifying such entity to Seller's reasonable satisfaction.
3. **Closing.**
  - (a) The purchase and sale of the Purchased Unit shall be closed through an agency closing at the Seller's attorney's office or Attorney's Title Guaranty Fund or other title insurance company designated by Seller (the "Title Insurer"). Payment of the balance of the Purchase Price and delivery of all documents shall be made accordingly through the Title Insurer. Purchaser and Seller shall bear the costs of closing. In the event that no money lender's escrow is used, the Closing fee shall be divided equally between the parties.
  - (b) Illinois and Cook County real estate transfer taxes shall be paid by Seller. City of Chicago real estate transaction taxes shall be paid by Purchaser.
  - (c) Seller shall pay title insurance charges for the title insurance required pursuant to Subparagraph (e) below. Purchaser shall pay all costs relating to the Purchaser's mortgage financing, if any, including endorsements required by Purchaser's mortgage lender.
  - (d) At Closing, Seller shall furnish Purchaser a Bill of Sale, Affidavit of Title, an Assessment Letter (indicating that assessments on the Purchased Unit are current), a Certificate

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of Limited Warranty and a Certificate of Insurance naming Purchaser and Purchaser's mortgagee, if any, as their interests may appear.

(e) As a condition precedent to disbursement of sale proceeds from the escrow, the Title Insurer shall be prepared to issue its owner's title insurance policy in the amount of the Purchase Price, showing title to the Purchased Unit in Purchaser or such other grantee as Purchaser shall direct in writing within 30 days after acceptance hereof by Seller, subject only to the following permitted exceptions: (i) title exceptions set forth in Paragraph 2 hereof and (ii) the general title exceptions contained in owner's title insurance policies issued by the Title Insurer, with an extended coverage endorsement deleting said general exceptions, and (iii) title exceptions over which the Title Insurer is prepared to insure without cost to Purchaser.

(f) Seller, by and through its attorneys, shall have the right to schedule the date, time and place for the closing, and shall provide Purchaser, or Purchaser's attorney, with ten (10) calendar days notice of same. The Closing Date is estimated in paragraph 1(e) of this agreement. Purchaser acknowledges that such estimated closing date may be delayed, for reasons including, but not limited to, delays occasioned by strikes, material and/or labor shortages, casualties, inclement weather conditions, acts of God and other causes beyond the reasonable control of Seller. If the Closing is so delayed for a period of 365 days after said estimated closing date, then upon written notice by either party, the Agreement shall be rendered null and void. The Closing shall occur when the Purchased Unit shall be substantially complete. However, the Closing shall not be delayed or postponed by reason of Purchaser's selection of an Option or Upgrade or other change to the Purchased Unit ordered by Purchaser. Similarly, the Closing shall not be delayed or postponed by reason of lack of completion of work not affecting the occupancy or by reason of punch list items requiring correction. If the Purchaser asserts that the Purchased Unit has not been substantially completed, the determination and certificate of Seller's architect that the Purchased Unit has been substantially completed shall be conclusive and binding on Purchaser.

(g) If circumstances arise which, in Seller's opinion, warrant changes of suppliers, manufacturers, brand names or other items, Seller may substitute material, appliances, equipment or other items, including those items provided for in the Options Rider if any, of an equal or greater quality, in Seller's reasonable judgment, provided that no changes in construction or materials may adversely effect Purchaser's intended use and enjoyment of the Purchased unit.

(h) The Purchaser shall pay to the Condominium Association at Closing an amount equal to two (2) full month's assessments for common expenses based on the Proposed Budget prepared by the Developer or the last budget adopted by the Association prior to Closing, which sum, together with amounts received by the Association from other Condominium unit purchasers, shall be used to fund initial reserves or the working capital fund of the Condominium Property pursuant to the Declaration of Condominium Ownership. In addition, Purchaser shall pay to Seller at Closing Purchaser's pro rata share of the assessment for common expenses payable for the month during which the Closing occurs based on the number of days in such month falling on and after Closing. Finally, in the event that Closing occurs at the end of the month, Purchaser may also be required to pay to the Condominium Association the assessment for common expenses payable for the month following Closing.

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(i) In addition to the Condominium assessments, prepaid insurance premiums and general real estate taxes and any other similar items shall also be adjusted ratably as of the time of Closing. Hazard and liability insurance will be procured by Seller, and Purchaser shall pay his proportionate share of the premium prorated as of the Closing Date. General real estate taxes shall be prorated as follows:

**2003 Taxes:** There shall be no proration of 2003 taxes and they shall be paid by the Seller when they become due and payable. Proof of payment shall be provided to Purchaser.

**2004 Taxes:** There will be no credit to Purchaser for the 2004 taxes; a proration based on the Purchaser's percentage ownership interest multiplied by the most recently ascertainable tax bill and prorated through the date of closing will be disbursed from Seller's proceeds to The Chaville Condominium Association. The Association will be responsible for the payment of the 2004 taxes.

**2005 Taxes:** The 2005 taxes and subsequent years (if applicable) will be prorated from January 1, 2005 through the date of Closing based on Purchaser's percentage ownership interest multiplied by the most recently ascertainable tax bill plus ten percent (10%), and there will be a credit to Purchaser in that amount for the 2005 taxes.

There will be no reparation of real estate taxes.

4. **Condominium Documents.** Prior to Closing, Seller shall cause the Declaration together with a Plat of Survey to be recorded in the office of the Recorder of Deeds of Cook County. The Declaration, Proposed Budget and Architectural Floor Plans are herein collectively called the "Condominium Documents". Prior to Purchaser's execution of this Agreement, a copy of the Condominium Documents have been delivered to Purchaser, which delivery and the review thereof is hereby acknowledged by Purchaser. Seller reserves the right to amend the Condominium Documents prior to the Closing in its sole discretion, provided that no such amendment shall alter the size of or the access to the Purchased Unit or the percentage of the common elements attributable to it, except to the extent permitted by the Act or the Declaration.
5. **Sales Promotion.** For the purpose of completing the sales promotion for the units in the Condominium Property, Seller and its agents are hereby given full right and authority to place and maintain on, in and about the Condominium Property (excluding the Purchased Unit after Closing) model apartments, sales and leasing offices, administration offices, signs and lighting related to said sales promotion purposes, for such period of time, at such locations and in such forms as shall be determined by Seller in its sole and absolute discretion. Seller, its employees, agents and prospective purchasers retain the right of entry upon, and ingress to, egress from and other use of, the Condominium Property (other than the Purchased Unit).
6. **Inspection.** Within seventy-two (72) hours prior to Closing, Purchaser and Seller, or Seller's agent, shall jointly inspect the Purchased Unit and in good faith determine what, if any, "punch list" items need to be completed/corrected by Seller. The existence of such "punch list" items or Purchaser's failure to inspect the Purchased Unit shall not delay the Closing and no escrows or holdbacks will be permitted for same, but Seller shall complete/correct such items as



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soon as practicable following the Closing. Purchaser's refusal to close under this Agreement because of Purchaser's failure to make such inspection prior to Closing or Seller's failure to complete any and/or all items on the "punch list" prior to the Closing Date shall constitute a default by Purchaser hereunder.

7. **Assignment.** Purchaser may not assign this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, devisees, administrators, executors and successors. Seller may assign this Agreement without Purchaser's consent, subject, however, to Purchaser's rights under this Agreement. Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date that Purchaser is acquiring the Purchased Unit for personal use and not for resale on or prior to the Closing Date and that in acquiring the Purchased Unit the Purchaser is not acting as agent or nominee for any undisclosed party.

8. **Notices.** All notices and demands hereby required shall be in writing and shall be sufficient if made by personal delivery, facsimile transmission or United States registered or certified mail, postage prepaid, to Seller's Attorney or to Purchaser at either the home or office address set forth above or the office address of Purchaser's Attorney, if any. Notices delivered or transmitted by fax as aforesaid shall be deemed received when delivered and notices mailed as aforesaid shall be deemed received 3 business days after deposit in the United States mail. Notice of change of address for receipt of notices, demands or requests shall be sent in the manner set forth in this Paragraph.

9. **Performance.** Time is of the essence with regard to Purchaser's obligations and covenants herein. Purchaser's failure to make any payment herein provided for, or failure to appear at the time and place scheduled for Closing or failure or refusal to carry out any other obligation of Purchaser under the terms of this Agreement shall constitute a default hereunder, and all sums paid to Seller by Purchaser, including Earnest Money and sums paid for Options pursuant to Paragraph 6 hereof, shall be retained by Seller as liquidated damages (and not as a penalty or forfeiture), as Seller's sole and exclusive remedy. If Seller fails or refuses to carry out any material covenants or obligations herein, or if Seller declines to close and so notifies Purchaser, then Purchaser's sole and exclusive remedy shall be a refund of Purchaser's Earnest Money plus any interest accrued thereon. Upon payment to Purchaser of the aforesaid sums this Agreement shall thereupon become null and void with no further liability of either party herein.

10. **Remedy.** If any legal action is commenced within five (5) years after Closing by or on behalf of Purchaser, its successors or assigns, against Seller, its agents, servants, or any member, officer or manager of Seller or any other party affiliated with Seller, for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the Purchased Unit, then, at the option of Seller, within a period of one (1) year from the date of institution of said action, and upon sixty (60) days prior written notice to Purchaser, Seller may tender to Purchaser One Hundred Five Percent (105%) of the original purchase price (plus or minus prorations of current general real estate taxes and/or monthly assessments and other similar proratable items) and Purchaser shall tender clear and marketable title to Seller free from any liens, claims or encumbrances by Warranty Deed, together with an ALTA Title Insurance Policy insuring good and marketable title to the Purchased Unit; possession of the Purchased Unit and a

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release of all claims against Seller, and this transaction shall then be deemed rescinded. Purchaser shall bear the cost of all title insurance, recordings and transfer stamp charges in the amount of the purchase price set forth in this Paragraph. Seller's remedy under this Paragraph is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Purchased Unit and the parking unit, if any. This transaction shall be closed through a customary deed and money escrow with the title insurer. The terms and conditions of this Paragraph shall survive the Closing and delivery of deed.

11. **Destruction.** If prior to Closing, the Purchased Unit or a material portion of the Condominium Property or that part required for reasonable access to the Purchased Unit shall be destroyed or damaged by fire, or other casualty, and such can not be substantially repaired prior to the Closing Date, this Agreement shall at the option of either party, exercised by notice within 30 days after such destruction or damage, be terminated and thereafter be deemed null and void without further liability of either party hereto and the earnest money shall be promptly refunded to Purchaser. For purposes of this Paragraph, material damage is damage requiring more than \$50,000 to repair.
12. **Building Operations.** Until such time as the Unit Owners elect their first Board, as provided in the Declaration, the Seller, as Developer, shall have the right to enter into or cause the Association to enter into contracts or leases for such period of time and upon such reasonable terms as it shall deem advisable, subject to the limitations imposed by the Act and the Declaration, to provide the Building and Unit Owners with all necessary or convenient services.
13. **Unit Sale Contingency.** This agreement is contingent upon the Seller entering into contracts for the sale of not less than thirty (30) Condominium Units. In the event Seller is unable to satisfy this contingency, Seller shall give written notice to Purchaser whereupon this Agreement shall be null and void and the Earnest Money shall be returned to the Purchaser.
14. **RESPA.** Seller and Purchaser shall comply with all of Purchaser's lenders requirements for disclosure under the Real Estate Settlement Procedures Act of 1974, as amended.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between Purchaser and Seller. No representations, warranties, undertaking, or promises, whether oral or otherwise, can be made or have been made by either Seller (or Seller's authorized agents) or Purchaser to the other unless expressly stated herein or unless mutually agreed to in writing by the parties hereto, or their respective attorneys. This Agreement may not be amended except in writing signed by Seller and Purchaser, or their respective attorneys.
16. **Recordation.** Purchaser shall not record this Agreement, nor any memorandum hereof. If Purchaser shall record the same, then this Agreement shall, at Seller's option, become null and void, whereupon all the rights of the Purchaser hereunder shall thereupon cease and terminate and all sums paid to Seller shall be forfeited by Purchaser and become the sole property of Seller.
17. **Severability.** The validity, illegality or unenforceability of any provision of this Agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in

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any manner the validity, legality, enforceability or effect thereof as otherwise applied or of the remainder of this Agreement.

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Exhibit "A"

Legal Description

LOT 2 IN BLOCK 38 IN W.F. KAISER AND COMPANY'S PETERSON WOOD ADDITION TO ARCADIA TERRACE IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 2 IN BLOCK 28, LYING BETWEEN THE SOUTHWESTERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET SOUTHWESTERLY THEREOF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LINCOLN AVENUE) IN COOK COUNTY, ILLINOIS.

LOT 3 IN BLOCK 38 IN W.F. KAISER AND COMPANY'S PETERSON WOOD ADDITION TO ARCADIA TERRACE IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 3 IN BLOCK 38 LYING BETWEEN THE SOUTHWESTERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET SOUTHWESTERLY THEREOF MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LINCOLN AVENUE) IN COOK COUNTY, ILLINOIS.

LOT 4 IN BLOCK 38 (EXCEPT THAT PART LYING BETWEEN THE SOUTHWEST LINE OF LINCOLN AVENUE AND A LINE 17 FEET SOUTHWEST THEREOF TAKEN FOR WIDENING OF LINCOLN AVENUE) IN KAISER AND COMPANY'S PETERSON'S WOODS ADDITION TO ARCADIA TERRACE IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOT 5 IN BLOCK 38 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DEED RECORDED AUGUST 11, 1937 AS DOCUMENT 12039234) IN W.F. KAISER AND COMPANY'S PETERSON WOOD'S ADDITION TO ARCADIA TERRACE IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1915 AS DOCUMENT 5557707, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5978 N. LINCOLN AVENUE, CHICAGO, ILLINOIS 60659

P. I. N. 13-01-030-003-0000