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Doc#: 0606744109 Fee: \$62.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Decision

Cook County Recorder of Deeds
Date: 03/08/2006 04:04 PM Pg: 1 of 6

Mail recorded document to

Larry F2hy 4911 N. Ashland

P.I.N. 14-08-114 J08-0000

Chicago, IL 60640

CONTRACT TO PURCHASE 5339 N. ASHLAND CHICAGO, IL 60640

The undersigned swears, under oath, that the attached is a true and correct copy of the contract to purchase the property commonly known as 5339 N. Ashland, Chicago, Illinois.

Subscribed and sworn to before me this 8th day of March, 2006.

NOTARY PUBLIC

OFFICIAL SEAL
KIM T ANTES

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/12/06



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Phone #

Mortgage Company____ Revised 10/04

					9 Page: 2 of 6	
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		anni Fo	600		Jalomous of	061044 (Selle
This Contract is made by (collectively, "Parties"),	to convey the real pro		6339 (Address	Ate ASH Card	(ST) (Zip)	("Property), together with a
 Fixtures and Per 	rsonal Property II	is Contract shall b addition to the P	e held by Listing B roperty, Seller shal	roker. The date of the offer I transfer to Buyer by a Bill	of this Contractis of Sale, all heating, cooling	, 200 g, electrical, and plumbing system
together with the following V. Antenna	ing checked items: Washer Dryer Attached book cas		. Window	air conditioner	□ Water softener □ Fireplace gas log	☐ Wall to wall carpeting ☐ Existing storms & screens ☐
Oven/Range	de Sintore and carpor	es and cabinets n monoxide detecto	rs O Central	nic air filter humidifier se screen and equipment	☐ Firewood ☐ Lighting Fixtures ☐ Sump pump	□ Radiator covers □ All planted vegetation □ Trash compactor
② Dishwasher Outdoor shed Or Ceiling fan Seller also transfers the	☐ Garbage disposal_☐ Built-in or attache☐ Electronic Arage	ed shelving dobr(e) with r	☐ Home w	rarranty (as attached)	☐ Security system	☐ Window treatments
Seller also transfers the 2. Purchase Price. 3. Earnest Maney.	The purchase price for Upon Buyer's exec	or the Property an ution of this Cont	d the items identificated Buyer shall of	ring items are specifically exected in Paragraph 1 is 1 in	PAUDIA ("Escro	("Purchase Price"). wee"), initial earnest money in
amount of \$	o, in the form	on of	pted by Seller on o		The Initial Earnest Monroval Period (See Paras	Money shall be returned and to oney shall be increased to 10% of graph 12 of this Contract) (the Ini
Purchase Price ("Final and Final Earnest Mone the Earnest Money. Exc	ey are collectively ref	erred to as the " E	rnest Money").	Suyer and Seller shall execu	all mutually agreed and	necessary documents with regard
4. Payment of Bala prorations, by cash, cas	ance; Mortgage Conshier's check, certifie	ntingency. (a) In d check, wire tran	addition to the Fins	al Earnest Money, the balan her payment mutually agre ment ("Required Commitm	ice of the Purchase Price shed by the Parties. (b) This nent") for a fixed rate or an	nall be paid at closing, plus or mis a contract is contingent upon Bu a djustable rate mortgage permit an adjustable rate mortgage permit an adjustable rate mortgage permit surance as required Mortgage" asurance as required by the lend uper is unable to obtain the Requires adjustable to obtain the Requires adjusted the First Commitme by 30 business days. The Requirement for the application and securitment for Buyer, this Contract is the bore the First Commitment or before the First Commitme to complete by the First Commitment or before the Second Commitment in the Buyer, this Contracts in the before the Second Commitment in the Buyer buyer before the Second Commitment in the Buyer
to be made by a U.S. or	Illinois savings and amortized over	loan association years, payan	ank for \$ httny, leen fee no	t to exceed%, plus an	te (or initial interest rate in praisal and credit report fe	f an adjustable rate mortgage) no e, if any ("Required Mortgage"
the Required Mortgage institution. If a FHA or	Nas a balloon paym	e obtained inter	ue no sooner than 8. Rider 9, or 11 orify Seller in 11	UD Rider shall be to the d	to this Contract. (1) If But the May within 30 business.	isurance as required by the lend liver is unable to obtain the Requires less days after the First Commitm
Date ("Second Commi Commitment may be gi	tment D "), jecure ven by Seller or a thi	the Verlined Cor part. Buyer sh	nmitment (1) Live all furnish	upon the same of ms, and ested credit of mation, six	may extend the closing day in customary documents rel	te by 30 business days. The Requisiting to the application and securities for Payers this Contract
of the Required Commi- be null and void as of t	tment, and peone	ppingation fee as of t Date, and the Ed Sequired Commits	inected Boelle	Should Saller Encose not to a be retained to Buyer. (2) I Buyer to Seller secures the	f Buyer notifies Seller on o Required Commitment o	or before the First Commitment I n or before the Second Commitm
Date, Dayer shall be de	all be not and very	the Earnest M	oney shall be retur ad this Contract sh	ned byer. (3) If Buyer all remain in full force and e	does not provide any notic	e to Seller by the First Commitm
5. Deed. At closing rights (or other approp	g, Seller shall execu- priate deed if title is i	in tract or n an a	state), or cause to be state), or Articles of leases and tensi	e executed and delivered to f Agreement, if applicable, ncies: special governmenta	subject only to the following taxes or assessments for	ing, if any: covenants, conditions, r improvements not yet comple- nortyage or trust deed referred t
unconfirmed special go Paragraph C of the Gen	overnmental taxes or neral Provisions of thi	assessments; gen s Controct and/or	neral real estate to Rider 7, if applicabl	xes for the year 200 an	d subsequent years; the m	nortgage or trust deed referred to
6. Real Estate Tax agreed by the Parties	xes. Seller represen prior to the expirations Assentance Date to	ts that the 200 <u>4</u> on of the Attorner	general real estate Approval Period.	(The following, for Fee Sin	nple Townhomes, should be a special assessmen	taxes shall be prorated as mutu be stricken if not applicable.) Se at has/has not (strike one) been lev
The original amount of (strike one) be assumed	the special assessme d by Buyer at closing	nt pertaining to the Buyer acknowled	y s and agrees tha	t (i) the representations in	amount due at closing will this Paragraph are provide	thas/has not (strike one) been level thas/has not (strike one) been level that and shall/shall and as of the Acceptance Date; (ii) any changes to this information.
should changes occur,	this Contract shall	remain in full force	e an effe t. Seller	shall furnish Buyer a state	ement from the proper re	presentative certifying that Selle
for the transfer of owner	ership. Seller shall d	eliver to Buyer the	bylav., r s and	regulations, and the prior a	nd current years operating	Pourse person to pay the gradit ro
and move-in fee if requereturned to Buyer, but	rired by the Association Seller shall pay the control of the contr	on. If the right of ommissist our sug all he on	nt to Baragns oh Vo	liar option is exercised, this of the General Provisions of t ot as provided in Paragraph	this Contract. 4(b) of this Contract), pro	void and the Earnest Money sha vided title has been shown to be a
or is accepted by Buyer 8. Possession. (a)	, at a time and location Seller agrees to surre	on mutually agree ender possession of	upon by the Paga the Property on o	before Mosing, 200	("Possession Date"), pr	ovided the transaction has closed
closing up to and incl	uding the Possession	n Date or on a m	onthly basis, which	nev r period is shorter ("U		ovided the transaction has closed, bancy commencing the first day star."). Buyer shall refund any part with Escrowee a sum equal to 2
the Purchase Price ("P	ossession Escrow")	to guarantee poss	ession on or before t	ne Postessi in Date, which is e Seller at all nav to Buyer.	in addition to the Use/Occ	net proceeds at closing on Escrewancy Payments, the sum of 10 Use/Occupancy Payments to the
possession is surrende	red, these amounts t	o be paid out of th	e Possession Escro	w and the bar in any, but Ferrowee should be it distrib	o be returned to seller. At	without the joint written direction
Seller and Buyer. If ei	ther Party objects to	disposition of the	Possession Escrow,	ed from the Posses joy Esc	row for all costs, including	n the Clerk of the Circuit Court by reasonable attorneys' fees, relate including the payment of reason
						; Lead Paint Disclosure 🗆 Yes/
Zoning Certification	Yes/DINo.	· ///	The Control	to act as Dual Agent	in providing brokerage set	rvices on their behalf and specific Buver(s) initials
11. Attorney Mod	ification Within	business day	arter the Accept	nthe Dute (Attorney App	rov. t Feriod"), the Part	ties' respective attorneys may not be that are mutually acceptable to
Parties. If, within the terminate this Contract	Attorney Approval P	eriod, the Farties the other Party.	cannot reach agree In that event, this (NCE OF DELIVER	ement regarding the Proposition Contract shall be null and vo V OF PROPOSED MODIFI	oid and the carnest Money CATIONS PRIOR TO THE	shall be refunded to Buyer upon EXPIRATION OF THE ATTOR
APPROVAL PERIOD, 12. Inspection. In	THIS PROVISION S addition to the inspe	HALL BE DEEMI ection provided in	ED WAIVED BY AI Paragraph F of the	L PARTIES, AND THIS CO General Conditions of this	NTRACT SHALL I E IN F	ULL FORCE AND EFFECT.
("Inspection Period"	"), Huyer may provide tely waived), wood	le at its expense infestition, and/o	(unless otherwise) mold inspection(provided by law) a home, respectively ("Inspection of the Property ("Inspection of the Property of the Propert	tions") by one or more protections the state of the state	perly licensed or certified inspe- ating, central cooling, plumbing,
and electric systems, a function for which it is	ofs, walls windows littended, regardles	, ceilings, floor, a s of age, and does	prince, and tou	dations. A major inponer alth or safety reat. Buye	nt shall be deemed to be in r shall indemnify Seller f.	penting condition if it perform or and against any loss or dama
the Property or person ("Buyer's Inspection	al nury caused by Norice") of any def	Buyer of Buyer's : ects disclosed by or repairs and me	Inspector. Prior to the Inspections the interpore costing b	expiration of the tampection in second community of the second of them \$250 shall not cons	reriod, Buyer shall notify er, together with a copy o titute defects covered by the	ULL FORCE AND EFFECT. siness days after the Acceptance based paint and/or lead based p perly licensed or certified inspe- ating, central cooling, plumbing, per ting condition if it perform or and against any loss or dama y Se'ler or Seller's attorney in wr f the pertinent pages of the rele nis I aragraph. If the Parties have t by wriken notice to the other P rection of the Parties to Escrower
reached written agree	ment resolving the ir otice, this Contract sh	aspection issues wi hall be null and vo	thin the Inspection d and the Earnest	Period, then either Party n Money shall be refunded to	hay terminate this Contrac Buyer upon joint written di	et by writen notice to the other Parection of the Parties to Escrowed
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RIDERS ATTACHEL	D TO AND MADE A	PART OF THIS ACCEPTANC	CONTRACT:		209_1	
Buyer Signature:	hany -	- selly.		Seller Signature:	vard 1	
Buyer Signature:				Seller Signature:	7/2010	
Print Burer(s) Name(s)	<i>H</i> -	Social Securit	v#	Print Seller(s) Name(s)	Dasious 0	/ Social Security#
,	<i></i>			5209 N. Address	HSWAND, (1)	West, II
49// N A	SHLAND	State	60640.			
Phone #(s) FOR INFORMATION.	AL PURPOSES:	Email		Phone #(s)		Email
Selling Office and Age	ent	MLS#	Email	Listing Office and Agent		MLS# Email
Address	City	State	Zip	Address	City	State Zip
8 Phone #		Fax #		Phone #	z + ASSOC	
9 Buyer's Attorney			Email	Seller's Attorney	Broadway a	ULALO Email
Address Phone #	City	State Fax#	Zip	Address (773)87	8-4480 Cit	# (773)878-559

Loan Officer_

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CATHERINE POSTILION ATTORNEY AT LAW

1046 W. BRYN MAWR CHICAGO, IL 60660 (773) 271-5750 FAX: (773) 271-5740

February 16, 2006

Jill Metz & Associates 5443 M. Broadway Chicago, IL 60640 Via faction to 773-878-5590

Re:

OOR to Faby 5339 N. Ashland

Chicago, IL 60640

Dear Ms. Mctz:

I represent the Payer in the referenced contract. The Buyer requests the following modifications/clarifications.

> The purchase ______is \$340,000.00. Please have all territication of Tenant" form and return the compies of form to me within 7 business days.

Please confirm that the terrors pay all utilities. 4 20

Please confirm that there we no tenancies other than the tenancy created through the "Chicago Aparta Lease" with Jonathan Wall, Sean Price, and Matthew Renju. 64681

Please provide a copy of the entire 10.0. 5.

Soller will assign his rights in the repersoned least to Buyer at closing.

The acceptance date is 2/15/06. DE

Facsimile notice shall be allowed between the attorneys for the parties without the necessity of delivery through U.S. Meil, so long as proof of ransmission is available upon request.

If your client agrees to the foregoing, please sign and return a copy of this letter by facing it to me at 773-271-5740. I look forward to working with you to bring this transaction to a successful conclusion.

ry truly yours.

TERINE POSTILION

CP/s

Accepted:

q50:50 80 81 da7

P.001/001

CATHERINE POSTILION

ATTORNEY AT LAW

1046 W. BRYN MAWR CHICAGO, IL 60660 (773) 27 1-5750 FAC (773) 271-5740

March 8, 2006

Jen Scanlon Jill Metz & Associates 5443 N. Broadway Chicago, IL 60640 Via ficsicile to 773-878-5590

Re:

OOR to Fally 5339 N. Ashiand

Chicago, IL 60640

Dear Ms. Scanica:

Thank you for speaking with me today about the referenced transaction. It is my understanding from our conversation that the Seller will be short on funds to close. It is also my understanding that the provies have reached an agreement to allow this transaction to proceed without be complications of a "short sale." Parsuant to the agreement, the contract is modifie (a) follows:

The purchase price will to main \$340,000.00. 1.

Buyer will pay Seller's closing costs up to \$17,000.00. Closing costs are 2 limited to short funds for the mc to see payoff(s), reasonable title charges, providing, altorney fees, Verice en Fees 3.

The Buyer has tendered the full cament havesy in the amount of \$34,000.00.

4 All other terms of the agreement remain in full force.

5. Security deposit and any plant proportion.

If the foregoing statements correctly reflect the agreement of the paties, please of

sign and return a copy of this letter by faxing it to me at 773-271-5740.

CATHERINE POSITILION

X harry Yahy.

