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Cover Sheet
Real Estate Contract



0612346011

Doc#: 0612346011 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/03/2006 09:57 AM Pg: 1 of 12

Above Space for Recorder's Use Only

I the undersigned, certify that the following eleven pages are a true and correct copy of the Real Estate Contract, signed by Piotr Zawada & Ewa Zawada on February 11, 2006 to purchase the following described parcel of Real Property from Carlos Matias:

LOT 74 IN ROBERT BARTLETT'S GREEN FIELDS, A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 26 AND THAT PART LYING SOUTH AND EAST OF THE JOLIET AND CHICAGO RAILROAD OF THE EAST ½ OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 18-27-203-010-0000

Address of Real Estate: 7307 S. Oak Grove, Justice, IL 60458

Dated this 2nd day of MAY, 2006

Handwritten signature of Thaddeus S. Kowalczyk in black ink.

This instrument was prepared by:

Thaddeus S. Kowalczyk, Attorney at Law, 6052 West 63rd Street Chicago, IL 60638

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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 Buyer(s) PIOTR & ENA ZAWADA Seller(s) OWNER OF TITLE
3 (Please Print) (Please Print)

4 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
5 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
6 of 100 X 230 commonly known as: 7307 S. OAK GROVE JUSTICE IL 60458
7 Address City State Zip
8 COOK 18-27-203-010-0000

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

12 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
13 Seller, and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
14 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
15 following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]
16 Refrigerator All Tucked Down Carpeting Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
17 Oven/Range/Stove All Window Treatments & Hardware Fireplace Oak Logs Electronic or Media Air Filter
18 Microwave Built-in or Attached Shelving Building Storms & Screens Central Humidifier
19 Dishwasher Smoke Detector(s) Security System(s) (owned) Sump Pump(s)
20 Garbage Disposal Ceiling Fan(s) Intercom System Water Softener (owned)
21 Trash Compactor TV Antenna System Central Vac & Equipment Outdoor Shed
22 Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gar Grill
23 Dryer All Planted Vegetation Light Fixtures, as they exist
24 Satellite Dish and System Invisible Fence System, Collar(s) and Box Name Warranty \$
25

26 Other items included:
27 Items NOT included:
28 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
29 condition at possession, except:

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 \$ 550,000.00 shall be paid as follows: Initial
33 earnest money of \$ 5,000.00 by (check), (cash), or (note due on LIPSON ON ACCEPTANCE)
34 2006 to be increased to a total of \$ _____ by _____, 20____. The earliest

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 MARCH 16, 2006 for a CONVENTIONAL (type) loan of \$ 307,419 or such
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 5.75% per annum, amortized over not less than 30 years. Buyer shall pay loan
44 origination fee and/or discount points not to exceed 2% 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

Buyer Initial PZ Buyer Initial EL Seller Initial CM Seller Initial
Address 7307 S OAK GROVE JUSTICE IL 60458

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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 MARCH 23RD, 2006, 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 \$ N/A per -. 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 105 % 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
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

PZ Buyer Initial: EL Buyer Initial: _____ Seller Initial: CM Seller Initial: _____
Address: 9307 S. OAK GROVE JUSTICE, IL 60458

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110 any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
 111 buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
 112 survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
 113 Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
 114 shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This
 115 professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection,
 116 as defined, is not a boundary survey, and does not satisfy the necessary requirements.
 117 **14. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party
 118 or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the
 119 following manner:

- 120 (a) By personal delivery of such notice; or
- 121 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt
 122 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of
 123 mailing; or
- 124 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 125 provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00
 126 P.M. Chicago Time). In the event fax notice is transmitted during non-business hours, the effective date and time
 127 of notice is the first hour of the first business day after transmission; or
- 128 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
 129 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago
 130 Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the
 131 transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-
 132 business hours, the effective date and time of notice is the first hour of the first business day after transmission.

133 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 134 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
 135 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 136 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to general
 137 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
 138 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

139 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 140 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 141 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
 142 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract,
 143 subject only to items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real
 144 Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and
 145 merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses
 146 unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller
 147 shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage
 148 that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title
 149 insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase
 150 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing a Affidavit of
 151 Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance
 152 Policy.

153 **17. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been
 154 previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be
 155 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and
 156 paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, taxes shall be
 157 prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reparation
 158 shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's
 159 obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly
 160 upon demand.

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

P2 Buyer Initial CE2 Buyer Initial _____ Seller Initial CM Seller Initial _____
 Address 7309 S. OAK GROVE JUSTICE / K 60652
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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 for 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 pro-
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.

 Buyer Initial Buyer Initial Seller Initial Seller Initial
 Address 7507 S. OAK GROVE JUSTICE, IL 60458

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10/22/2005 10:08 1-773-555-2298
01/26/2006 11:31 17085941484
02/13/2006 20:28 17085946693
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EWA ZAWADA REALTY
PAGE 05
POPEYE TRANSPORT CO
PAGE 05
HOMEMART REALTY INC
PAGE 05

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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.

230 THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

231 29. SALE OF BUYER'S REAL ESTATE

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

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

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

- 251 (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
 252 _____, 20____. Such contract shall provide for a Closing date not later than the Closing date set forth in
 253 this Contract. If written notice of failure to procure such contract is not served within the time specified, Buyer shall
 254 be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph
 255 is used, then the following paragraph must be completed.)
 256 (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
 257 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
 258 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before
 259 _____, 20____. If written notice is not served within the time specified, Buyer shall be
 260 deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force
 261 and effect.
 262 (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)
 263 (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
 264 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in
 265 Paragraph 29 and complies with Paragraph 29 (D), this Contract shall be null and void as of the date of notice and earnest
 266 money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice as required by this
 267 subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

268 (C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller

269 has the right to continue to show the Real Estate and offer it for sale subject to the following:
 270
 271
 272

Buyer Initial: PL Buyer Initial: GL Seller Initial: CM Seller Initial: 60452
 Address: 7307 S. DAK GROVE JUSTICE, IL

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02/13/2006	20:28	17085946693	EWA ZAWADA REALTY	PAGE 06
01/26/2006	11:31	17085941484	POPEYE TRANSPORT CO	PAGE 06
10/22/2005	10:08	1-773-586-2298	HOMEWART REALTY INC	PAGE 06

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

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

307 **32. POST-CLOSING POSSESSION:** In the event possession is not to be delivered at Closing, the Parties shall enter
 308 into a post Closing possession agreement that shall provide, among other things, that possession will be delivered no later than 11:59
 309 P.M. on _____, 20____ provided sale has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day
 310 to Buyer for use and occupancy from and including the day after Closing to and including the possession date specified above,
 311 regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller
 312 shall deposit in escrow at Closing with Title Company, Listing Company or other escrowee as agreed to by the Parties and escrowee
 313 by separate check, the sum of one percent (1%) of the Purchase Price as guarantee for possession of the Real Estate shall be
 314 delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be
 315 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)
 316 of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the
 317 escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within two (2) calendar days after the date
 318 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
 319 herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. If
 320 within ten (10) business days after Date of Acceptance written agreement on a post Closing possession agreement cannot be reached
 321 by the Parties, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties
 322 to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties
 323 and this Contract shall remain in full force and effect.

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

330
 331
 Buyer Initial EL Buyer Initial _____ Seller Initial CM Seller Initial _____
 Address 7307 S. OAK GROVE JULIE CE 112 60458

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

01/26/2006 11:31 17085941484
 10/22/2005 10:08 1-773-885-2298
 HOMEWARE REALTY INC
 POPEYE TRANSPORT CO
 EMA ZAWADA REALTY
 PAGE 07 PAGE 07 PAGE 08

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332 the event that within five (5) business days after receipt of such reports, sufficient information cannot be reached by the Parties with
 333 respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the
 334 other Party and this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the
 335 Parties to Escrowee.

336 **34 CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
 337 (Licensee) acting as a Dual Agent in providing brokerage services
 338 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

340 **35 "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its
 341 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the
 342 condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if
 343 any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available
 344 to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
 345 caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the inspection reveals that the
 346 condition of the improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so
 347 notifies Seller within five (5) business days after the Date of Acceptance, this Contract shall be null and void and earnest money
 348 shall be refunded to Buyer upon the written direction of the Parties to Escrowee. Failure of Buyer to notify Seller or to conduct
 349 said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in
 350 full force and effect. Buyer acknowledges the provisions of Paragraph 11 and the warranty provisions of Paragraph 3 do not apply to
 351 this Contract.

352 **36 VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer
 353 may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as determined by
 354 the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of
 355 proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the
 356 Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan
 357 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.
 358 Required FHA or VA amendments shall be attached to this Contract.

359 It is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the
 360 purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the
 361 Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
 362 setting forth the appraised value of the property (excluding Closing costs) of not less than \$_____
 363 Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the
 364 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
 365 Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property.
 366 Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

367 **37. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim
 368 financing on or before _____, 20____ in the amount of \$_____. If Buyer is unable to secure the
 369 interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void and
 370 earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the
 371 time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

372 **38. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering
 373 into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either
 374 Party may deem necessary, providing for one or more of the following: (check applicable box(es))

- 375 **ASSUMPTION OF SELLER'S MORTGAGE**
- 376 **ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE**
- 377 **VACANT LAND**
- 378 **NEW CONSTRUCTION**

379 **39. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
 380 _____ Buyer's specified party,
 381 within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate
 382 and written notice is given to Seller within the time specified, this Contract shall be null and void and earnest money refunded
 383 to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this
 384 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

P2 Buyer Initial EE Buyer Initial CR Seller Initial CM Seller Initial ESL
 Address 7307 S. Oak CR JUSTICE
 Page 7 of 8

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10/22/2005 12:08 1-773-586-2298
 10/26/2006 11:31 17085941484
 02/13/2006 20:28 17085946693
 HOMEWART REALTY INC
 POPEYE TRANSPORT CO
 EWA ZAWADA REALTY

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90 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
 91 PARTIES AND DELIVERED
 92 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
 93 Real Estate Contract 3.0.
 94 02-10 2006 / 2 / 11 / 06 20
 95 02-10 DATE OF ACCEPTANCE
 96 [Signature] Seller Signature
 97 [Signature] Buyer Signature
 98 [Signature] Seller Signature
 99 [Signature] Buyer Signature
 400 3AOTR. & EWA ZAWADA Print Seller(s) Name(s)
 401 7426 MAPLEWOOD DR Address
 402 IL State 60458 Zip
 403 CHICAGO City
 404 (708) 351-2253 Phone Number(s) Email
 405 [Signature] Listing Office
 406 FOR INFORMATION ONLY Listing Office
 407 HONEMART REALTY INC 60759 Listing Office
 408 EWA ZAWADA 221307 Listing Office
 409 [Signature] Listing Agent
 410 6950 W. ARCHER #2 CHICAGO IL 60638 Address
 411 (773) 586-1066 (773) 586-2298 Phone No. Fax No.
 412 [Signature] Seller's Attorney
 413 6252 N. 63 ST, CHICAGO, IL 60632 Address
 414 (773) 788-0800 (773) 788-2323 Phone No. Fax No.
 415 BANKPOL INC (847) 292-1031 Mortgage Company
 416 [Signature] Loan Officer
 417 708-656-0600 656-6032 Address
 418 (773) 837-0123 Phone No. Fax No.

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 426 form or any portion thereof is prohibited.
 427 Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).
 428 Approved by the following organizations January, 2003.
 429 Illinois Real Estate Lawyers Association, Belvidere Board of REALTORS®, Boone County Bar Association, Chicago
 430 Association of REALTORS®, Du Page County Bar Association, Kane County Bar Association, Lake County Bar
 431 Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®,
 432 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,
 433 REALTOR® Association of the Fox Valley; REALTOR® Association of West/South Suburban Chicagoland, West
 434 Towns Board of REALTORS®
 435
 436 This offer was presented to Seller by _____ on 20 at _____ AM/PM
 437 (Agent) (date)
 438 This offer is rejected _____ (date)
 439 (Seller initials) (Seller initials)
 440
 2% COMMISSION FOR SELLING OFFICE
 1.5% RETURN CLOSING
 Buyer Initial AR Buyer Initial _____ Seller Initial CM Seller Initial _____
 Address 7307 S. OAK GROVE JUSTICE IL 60458
 Page 8 of 8
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 10/22/2005 10:08
 1-773-586-2298
 EWA ZAWADA REALTY INC
 02/13/2006 20:28 17085946693
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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: 7307 DAK GROVE
 City, State & Zip Code: JUSTICE ILL 60458
 Seller's Name: Cados Martins

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 _____ 20____, 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawlspace or basement.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings or chimney.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls or floors.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the 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"/>	I am aware of material defects in the well or well equipment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the fireplace or woodburning stove.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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"/>	I am aware of unsafe concentrations of radon on the premises.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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"/>	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"/>	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"/>	I am aware of current infestations of termites or other wood boring insects.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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"/>	I am aware of underground fuel storage tanks on the property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	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:

NO AIR COND. UNITS

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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.

X Seller: Carlos Martin Date: 1/25/04
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: [Signature] Date: 02-10-06
Prospective Buyer: [Signature] Date: 02-10-06

108 Revised 1/00

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RIDER #18 ILLINOIS ASSOCIATION OF REALTORS 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, behavior 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.

Seller's Disclosure (Initial)

CM (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):

CM Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
(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)

62 (c) Purchaser has received copies of all information listed above.
7.29 (d) Purchaser has received the pamphlet Protect Your Family From Lead in your Home.
(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)

CS (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. § 2452 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: Carlos Mata Date: 1/29/06
Purchaser: Steve Sawada Date: 02/10/06
Agent: John Stead Date: 1/29/06

Seller: _____ Date: / /
Seller: _____ Date: / /
Agent: Cara Sawada Date: 02/10/06

Form 420 January 1, 2000 (This disclosure form should be attached to the Contract to Purchase)

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