

RELEASE OF MECHANIC'S LIEN

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Doc#: 0633240058 Fee: \$18.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2006 10:21 AM Pg: 1 of 4

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

FIRST AMERICAN
File # 151112
3/3

MECHANIC'S LIEN
DOCUMENT NO. 0620634045

WHEREAS, the undersigned, (The Above Space For)

Christine Taylor heretofore,
on the 23 day of October A.D. 2006, filed in the above office a
Claim for Lien against property LOTTIE SWURD
for 34,500.00 Dollars, and on the following described property,
to wit, #617 S. Spaulding
Apts. #1 60632

_____ which Claim for Lien is numbered as above.

Permanent Index Number (PIN) 19024290060000

NOW THEREFORE, for and in consideration of the sum of 34,500
and other good and valuable consideration, the receipt whereof is hereby acknowledged, Taylor Realty Group
do Agree hereby satisfy and release the said Claim for Lien, and hereby authorize and request the said Recorder
of Cook to enter satisfaction and release thereof on the proper Record in his office.

DATED this 23 day of Oct 2006
Christine Taylor (SEAL) _____ (SEAL)
PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
CHRISTINE Taylor (SEAL) _____ (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to
the foregoing instrument, appeared before me this day in person, and acknowledged
that h signed, sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

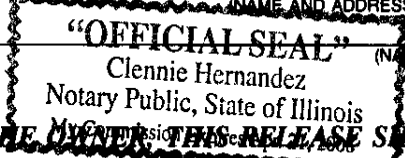
IMPRESS SEAL HERE

Given under my hand and official seal, this 23 day of OCT 2006

Commission expires 04/21 2006 Clennie Hernandez NOTARY PUBLIC

Mail to Amy Ezeldin 8855 S Roberts Rd Mayfield Hills, IL 60457

This instrument was prepared by "OFFICIAL SEAL" (NAME AND ADDRESS)



FOR THE PROTECTION OF THE PUBLIC THIS RELEASE SHOULD BE FILED WITH THE RECORDER
OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE CLAIM FOR LIEN WAS FILED.

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CHICAGO ASSOCIATION OF REALTORS/MLS
APARTMENTS/INVESTMENTS REAL ESTATE SALE CONTRACT



1 This Contract is made between **ELIDA RODRIGUEZ-HERNANDEZ** ("**Buyer**") and _____ ("**Seller**") (collectively,
2 "**Parties**"), to convey the property known as **4617 S. SPAULDING CHICAGO IL 60632** ("**Property**"), together with all improvements.
3 (Address) (City) (ST) (Zip) (Unit No.)
4 A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is **SEPT. 23**, 200**6**.
5 1. **Fixtures and Personal Property.** In addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical, and plumbing
6 systems, together with the following checked items:
7 T.V. Antenna **1** Washer **1** Central air conditioner____ Water softener____ Wall to wall carpeting____
8 Refrigerator **1** Dryer **1** Window air conditioner____ Fireplace gas log____ Existing storms & screens____
9 Oven/Range **2** Attached book cases and cabinets **2** Electronic air filter____ Firewood____ Radiator covers____
10 Microwave____ Smoke and carbon monoxide detectors **2** Central humidifier____ Lighting Fixtures____ All planted vegetation____
11 Dishwasher____ Garbage disposal____ Fireplace screen and equipment____ Sump pump____ Trash compactor____
12 Outdoor shed____ Built-in or attached shelving____ Home warranty (as attached)____ Security system____ Window treatments____
13 Ceiling fan____ Electronic garage door(s) with **2** remote unit(s) **1**
14 Seller also transfers the following: **N/A**. The following items are specifically excluded: **N/A**.
15 2. **Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$ **295,000.00** ("**Purchase Price**").
16 3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with **LISTING OFFICE** ("**Escrowee**"), initial earnest money in the
17 amount of \$ **5,000.00** in the form of **CERT. CHECK** ("**Initial Earnest Money**"). The Initial Earnest Money shall be returned and this
18 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before **72 HRS**, 200____. The Initial Earnest Money shall be increased to 10% of
19 the Purchase Price ("**Final Earnest Money**") within **N/A** business days after the expiration of the Attorney Approval Period (See Paragraph 12 of this Contract) (the
20 Initial and Final Earnest Money are collectively referred to as the "**Earnest Money**"). Buyer and Seller shall execute all mutually agreed and necessary documents with
21 regard to the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.
22 4. **Payment of Balance; Mortgage Contingency.** (a) In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or
23 minus prorations, by cash, cashier's check, certified check, wire transfer of funds, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon
24 Buyer securing by **OCT. 13**, 200**6** ("**First Commitment Date**") a written commitment ("**Required Commitment**") for a fixed rate or an adjustable rate mortgage
25 permitted to be made by a U.S. or Illinois savings and loan association or bank for **\$ 80% LTV**, the interest rate (or initial interest rate if an adjustable rate
26 mortgage) not to exceed **M.V** % per year, amortized over **30** years, payable monthly, loan fee not to exceed **1.0** %, plus appraisal and credit report fee, if any
27 ("**Required Mortgage**"). If the Required Mortgage has a balloon payment, it shall be due no sooner than **N/A** years. Buyer shall pay for private mortgage insurance as
28 required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1) If Buyer is
29 unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Seller may, within 30 business
30 days after the First Commitment Date ("**Second Commitment Date**"), secure the Required Commitment for Buyer upon the same terms, and may extend the closing date
31 by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents
32 relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required
33 Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies
34 Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required
35 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not
36 provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
37 5. **Deed; Real Estate Taxes.** At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable Warranty Deed with
38 release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any:
39 covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements
40 not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 200**6** and subsequent years; the mortgage or trust deed
41 referred to in Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable. Seller represents that the 200**5** general real estate taxes are
42 \$**2400.00**. General real estate taxes shall be prorated as mutually agreed by the Parties prior to the expiration of the Attorney Approval Period.
43 6. **Leases.** Seller shall present to Buyer a complete copy of all existing leases affecting the Property and a rent roll within three business days of the Acceptance Date.
44 Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at closing and (b) the present monthly gross rental income is \$ **0**.
45 7. **Closing.** Closing or escrow payout shall be on **OCT 21**, 200**6** (except as provided in Paragraph 4(b) of this Contract), provided title has been shown to be
46 good or is accepted by Buyer, at a time and location mutually agreed upon by the Parties.
47 8. **Possession.** (a) Seller agrees to surrender possession of the Property on or before **At Closing**, 200____ ("**Possession Date**"), provided the transaction has closed.
48 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$ **PITI** per day for use and occupancy commencing the first day after
49 closing up to and including the Possession Date or on a monthly basis, whichever period is shorter ("**Use/Occupancy Payments**"). Buyer shall refund any part of
50 Use/Occupancy Payments for use and occupancy beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee a sum equal to 2% of
51 the Purchase Price ("**Possession Escrow**") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at closing on
52 Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to the Use/Occupancy Payments, the
53 sum of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy
54 Payments to the date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of
55 payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow without
56 the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the
57 Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including
58 reasonable attorneys' fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands,
59 including the payment of reasonable attorneys' fees, costs, and expenses.
60 9. **Disclosures.** Buyer has received the Heat Disclosure Yes/ No; Lead Paint Disclosure Yes/ No; Zoning Certification Yes/ No.
61 10. **Dual Agency.** The Parties consent to **N/A** ("**Licensee**") to act as Dual Agent in providing brokerage services on their behalf and specifically
62 consent to Licensee acting as Dual Agent on the transaction covered by this Contract. _____ Seller(s) Initials _____ Buyer(s) initials
63 11. **Attorney Modification.** Within **5** business days after the Acceptance Date ("**Attorney Approval Period**"), the Parties' respective attorneys may make
64 modifications to this Contract ("**Proposed Modifications**") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to
65 the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this
66 Contract by written notice to the other Party. In that event, this Contract shall be null and void, and the Earnest Money shall be refunded to Buyer upon joint written
67 direction of the Parties to Escrowee. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY**
68 **APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**



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Chris Taylor

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62 12. Inspection. In addition to the inspection provided in Paragraph F of the General Conditions of this Contract, within 5 business days after the Acceptance Date
 63 ("Inspection Period"). Buyer may provide at its expense (unless otherwise provided by law) a home, radon, environmental, lead-based paint and/or lead-based paint
 64 hazards (unless separately waived), wood infestation, and/or mold inspection(s) of the Property ("Inspections") by one or more properly licensed or certified inspection
 65 personnel ("Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing,
 66 well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in operating condition if it
 67 performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss
 68 or damage to the Property or personal injury caused by Buyer or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's
 69 attorney in writing ("Buyer's Inspection Notice") of any defects declared by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent page
 70 of the relevant inspection report. Buyer agrees that minor repairs and maintenance costing less than \$750 shall not constitute defects covered by this Paragraph. If the
 71 Parties have not reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice
 72 to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be refunded to Buyer upon joint written direction of the
 73 Parties to Escrowee. **IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE**
 74 **TERMINATED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

75 13. General Provisions and Riders. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND
 76 THE RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT. Seller to give Buyer a credit for closing fees & costs (SELLER'S CREDIT).

ACCEPTANCE DATE September 25, 2006

Buyer Signature: Elika Hernandez

Seller Signature: Christine Taylor

ELIDA RODRIGUEZ-HERNANDEZ

Print Buyer(s) Name(s) Social Security #

1840 S. Clinton Berwyn IL 60402

Address City State Zip

Phone #(s) Email

FOR INFORMATIONAL PURPOSES:

Ideal Location/Marcelo Romero 157524

Selling Office and Agent MLS#

1127 W MADISON Chicago IL 60607

Address City State Zip

Phone # **708-705-1235** Fax # **312-433-6471**

Amy Ezeldin ezeldin@justice.com

Buyer's Attorney Email

8856 S. Roberts Rd. Hick Hills IL 60457

Address City State Zip

Phone # **708-237-3802** Fax # **708-237-3803**

Mortgage Company **DH Mortgage** Fax # **866-893-6006**

Print Seller(s) Name(s) Social Security #

Holt So. Spaulding Chicago, IL 60632

Address City State Zip

Phone #(s) Email

Christine Taylor 126267

Listing Office and Agent MLS# Email

4617 S. Spaulding Chicago IL 60632

Address City State Zip

Phone # **773-851-0717** Fax # **773-927-7560**

Seller's Attorney Email

Seth Feldman

Address City State Zip

Phone # **312-927-6009** Fax #

Loan Officer **Agustin "Gus" Zbravinec** Fax # **708-785-1235**

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: THE SOUTH 15 FEET OF LOT 78 AND THE NORTH 15 FEET OF LOT 77 IN BOWLES SUBDIVISION OF LOT 9 IN MCCAFFERY AND MURPHY'S SUBDIVISION OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-02-429-006-0000 Vol. 0378

Property Address: 4617 South Spaulding Avenue, Chicago, Illinois 60632

Property of Cook County Clerk's Office