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Doc#: 0704002026 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2007 07:59 AM Pg: 1 of 13

INSTALLMENT LAND CONTRACT FOR

FIRST AMERICAN TITLE
FILE # 1501032
303

2750 -52 W. DEVON, CHICAGO, ILLINOIS

This agreement is made and entered into on 12-13-06 [date], between MICHAEL SHAHWAN,* called "seller," a married couple, residing at 8525 N. Western, City of Niles, State of Illinois, and SANHITA AGNIHOTRI called "purchaser," residing at 7228 N Kenneth Ave, City of Lincolnwood, State of Illinois.

* and Beata Shahwan

Seller, in consideration of the covenants and agreements on the part of purchaser, agrees to sell and convey to purchaser, and purchaser agrees to buy, all of that certain lot, parcel or piece of land located in the City of Chicago, County of Cook, State of Illinois, together with the tenements, hereditaments, and appurtenances belonging or appertaining to it, and more specifically described as follows: 2750-52 W. Devon, Chicago, Il. 60659.

CONSIDERATION: Purchaser agrees to pay to seller the purchase price, together with interest as provided, as follows:

The total sum of ONE MILLION DOLLARES (\$1,000,000.00). \$140,000 has been received by Purchaser as earnest money. \$60,000. is due upon the execution of this agreement, receipt of which is acknowledged, and the balance of the purchase price, being the sum of \$800,000.00. Said balance is due sixty months from the date of the initial closing. Purchaser agrees to pay seller the sum of FOUR THOUSAND THREE HUNDRED THIRTY THREE AND 33/100'S DOLLARS(4,333.33) each month for a period of sixty months representing interest only payments on the principal balance accruing interest at the rate of 6.5% per anum. Payment of any or all of the principal before due is strictly prohibited without the prior written consent of the Seller.

In the event Purchaser, after seeking financing, is unable to secure a firm mortgage commitment, Purchaser has option to extend Seller financing for an additional one year at the same rate and terms agreed upon above. Otherwise, this note may be extended for an additional sixty months at a rate and terms mutually agreed upon between both parties at that time.

Legal description as set forth in rider attached hereto and made part hereof by reference, as Exhibit "A" 2750-52 W. Devon AV. Chicago, 60659
PIN # 10-36-424-024-0000 (Vol. 0504)

INITIAL CLOSING DOCUMENTATION:

Seller agrees to furnish to Purchaser on or about December 11, 2006, or at another agreed upon time, at Seller's expense, the following: 130

1. One week prior to the initial closing, Seller shall provide a commitment for title insurance, insuring Purchaser as a Contract Purchaser. Said title commitment

M.S.
B.S.
S.A.

at the rate of .75% Interest per ANNUM.

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shall be issued by First American Title Company, showing merchantable title in Seller on the date hereof, subject only to a) General real estate taxes not yet due and payable, b) Building, building line, use and occupancy restrictions, if any, c) conditions and covenants of record; d) Zoning laws and ordinances; e) Easements for public utilities.

2. Original Leases
3. Original vendor contracts, (if any)
4. Release of Mortgage, liens or judgments appearing on the title commitment.
5. Initial Closing Statement.
6. Affidavit of Title
7. Current Survey
8. Water Certification from the City of Chicago.
9. Warranty Deed
10. Bill of Sale

Seller shall provide at final closing at his expense a survey of the premises, certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this agreement date and all easements and building lines, However, if it discloses any encroachments or boundary disputes, then Seller shall remove it at his cost or provide title insurance over said encumbrance. If Seller is unable to provide such insurance, then at Purchaser's option, the contract may be declared null and void.

Purchaser hereby agrees to furnish to Seller on the same date the following:

1. Executed note containing the same terms set forth in this installment land contract.
2. Certified Funds in the amount as set forth in the Initial Closing Statement.

PRORATIONS: Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year of 2006 are to be prorated from 1/1/06 to such date for delivery of possession, that if the amount of such taxes is not then ascertainable, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes. The real estate taxes shall then be re-prorated upon the issuance of the second installment of the 2006 real estate tax bill. In the event the taxes are greater than the amount prorated at the time of initial closing, the Seller shall remit to Purchaser its proportionate share. In the event the taxes are less than prorated at the initial closing, Purchaser shall pay Seller its proportionate held as overage. The responsibility of re-proration shall be borne on the owed party. Said re-prorated amount shall be due within thirty days after issuance of the second installment real estate taxes.

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EXPRESS CONDITIONS OF CONVEYANCE: It is further expressly understood and agreed between the parties hereto that:

1. Conveyance to be made by Seller shall be expressly subject to the following:
 - (a) General taxes for the year 2006 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof;
 - (b) Building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances;
2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.
3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent annum until paid. In the event any of the above mentioned events occur, Purchaser shall have thirty (30) days from the date of notice to cure said default before Seller seeks any remedy including declaring contract null and void.
4. Purchaser shall not suffer or permit any mechanic's lien to attach to or be against the premises, which shall or may be superior to the rights of Seller.
5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, oral or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or written release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such arrangement or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller. [Purchaser will not lease the premises to any other business, or grant an extension or new lease to a current tenant for a lesser amount than the current rent being collected without Seller's prior written consent. Said consent shall not be unreasonably withheld.
7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or claimed by Purchaser, and no notice of any

*IN the
event of
MATERIAL
Default*

*Kambit
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B. S*

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- extension, change, modification or amendment, made or claimed by Purchaser, shall have any force or effect whatsoever unless it shall be endorsed in writing of this agreement and be signed by the parties hereto.
9. If Purchaser fails to pay taxes, assessments, insurance premiums or any other item which Purchaser is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at seven per cent per annum until paid.
 10. In case of failure of Purchaser to make any payments, or any part thereof, or perform any of Purchaser's material covenants hereunder, this agreement shall, at the option of Seller, be forfeited and determined, and Purchaser shall forfeit all payments made on this agreement, and such payments shall be retained by Seller in full satisfaction and as liquidated damages by Seller sustained, and in such event Seller shall have the right to re-enter and take possession of the premises aforesaid. In the event any of the above mentioned events occur, Purchaser shall have forty five (45) days from the date of written notice to cure said default before Seller seeks any remedy including declaring contract null and void.
 11. In the event this agreement shall be declared null and void by Seller on account of any material default, breach or violation by Purchaser in any of the provisions hereof, this agreement shall be null and void and be so conclusively determined by the filing by Seller of a written declaration of forfeiture hereof in the Recorder's office of said County.
 12. In the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements not considered trade fixtures, or property of tenants whether finished or unfinished, which may be put upon the premises by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser thereof or for any part thereof.
 13. Each contracting party shall indemnify and hold harmless the other contracting party for any and all legal actions arising from that party's material default, breach or violations of the terms of this contract. In the event either party incurs any costs as a result of said action, the non-prevailing party shall be liable to pay to the prevailing party for all his/her costs, including reasonable attorney's fees to defend itself in such legal proceeding.
 14. The remedy of forfeiture herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement or by law or equity, and shall have the right to remain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.
 15. In the event Purchaser shall still be in default upon the expiration of the 45 day cure period referred to above, Seller shall have the right to file any claim and begin any cause of action available to him at law, including a foreclosure proceeding. In the event Purchaser fails to answer the complaint and file an appearance within the time allotted for in the Summons and Complaint, Purchaser hereby irrevocably constitutes any attorney of any court of record, in Purchaser's name, on default by Purchaser of any of the covenants and

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agreements herein, to enter Purchaser's appearance in any court of record, waive process and service thereof and trial by jury, and confess judgment against Purchaser in favor of Seller, or Seller's assigns, for such sum as may be due, together with the cost of such suit, including reasonable attorney's fees, and to waive all errors and right of appeal from such judgment or judgments. If there be more than one person above designated as "Purchaser" the power and authority in this paragraph given is given by such persons jointly and severally.

In the event Purchaser files an appearance and answer to the complaint in a timely manner Purchaser shall have every defense available to him at law and equity.

BOTH PARTIES AGREE THAT SHOULD SUCH SUIT PROCEED, NO CONTINUANCES SHALL BE SOUGHT OR GRANTED UNLESS MUTUALLY AGREED UPON BY BOTH PARTIES, SAID AGREEMENT SHALL NOT BE UNREASONABLY WITHHELD. BOTH PARTIES AGREE NOT TO DELAY THE SWIFT AND TIMELY PROCEEDING OF ANY CAUSE OF ACTION FILED. TIME IS OF THE ESSENCE.

16. If there is more than one person designated herein as "Seller" or as "Purchaser", such word or words wherever used herein and the verbs and pronouns associated therewith, although express in the singular, shall be read and construed as plural.
17. The time of payment shall be of the essence of this contract, and the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.
18. Seller warrants to Purchaser that no notice from any city, village or other governmental authority of any dwelling code violation has heretofore been issued and received by the owner of his agent with respect to any dwelling structure on said real estate.

Purchaser shall be entitled to possession of the property on 12/12/06 [date].

Assignment of Rents and Leases: A. To further secure the indebtedness secured hereby, and in the event of default and after giving written notice to cure as mentioned in paragraph 10 of the contract, Purchaser agrees to assign and transfer unto Seller all the rents, issues and profits now due with respect to the Premises and agrees to assign and transfer unto Seller all Purchaser's right, title and interest as lessor under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Purchaser or its agents under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all the avails thereunder, unto Seller, and Purchaser does hereby appoint irrevocably Seller its true and lawful attorney in her name and stead (with or without taking possession of the Premises as provided below) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Seller shall, in its discretion, determine, and to collect all of said avails, rents, issues and

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profits arising from or accruing at any time hereafter, and all now due or that may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Seller would have upon taking possession pursuant to the provisions below. This remedy shall be used by Seller to recover his outstanding amount, loss and expenses only. The rights under this paragraphs ends once he recovers his damages.

B. Purchaser represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be, without Seller's consent, waived, released, reduced, discounted, or otherwise discharged or compromised by Purchaser. Purchaser waives any rights of set off against any person in possession of any portion of the Premises. Purchaser agrees that it will not assign any lease or any rents or profits of the Premises, except to Seller or with the prior written consent of Seller, such consent shall not be unreasonably withheld.

C. Nothing herein contained shall be construed as constituting Seller as a Seller in possession in the absence of the taking of actual possession of the Premises by Seller. In the exercise of the powers herein granted Seller, no liability shall be asserted or enforced against Seller, all such liability being expressly waived and released by Purchaser, except the willful and wanton misconduct of Seller.

D. In the event of material default, Purchaser further agrees to assign and transfer to Seller all future leases upon all or any part of the Premises and to execute and deliver, at the request of Seller, all such further assurances and assignments in the Premises as Seller shall from time to time require.

E. Although it is the intention of the parties that the assignment contained in this Paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as there is no Event of Default hereunder, Purchaser shall have the privilege of collecting and retaining the rents accruing under the leases assigned hereby, until such time as Seller shall elect to collect such rents pursuant to the terms and provisions of this Installment Contract.

F. Purchaser expressly covenants and agrees that if Purchaser, as lessor under any lease for all or any part of the Mortgaged Premises, shall fail to perform and fulfill any material term, covenant, condition or provision in said lease or leases, or any of them on her part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Purchaser shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases given as additional security for the payment of the indebtedness secured hereby, such breach or default shall constitute an Event of Default hereunder and entitle Seller to all rights available to it in such event, subject to right to cure as mentioned in paragraph 10 of this contract.

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Seller's Right of Possession in Case of Default: In the event of material default after written notice to cure as per paragraph 10 of this contract, Seller has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Seller, Purchaser shall surrender to Seller and Seller shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Seller in its discretion may, with the process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Purchaser or then owner of the Premises relating thereto, and may include Purchaser, its agents or servants, wholly therefrom and may as attorney in fact or agent of Purchaser, or in its own name as Seller and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, contractors or nominees and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible entry and detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, with notice to Purchaser, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Purchaser to cancel the same; (ii) to elect to disaffirm any lease or sublease made subsequent to this Installment Contract or subordinated to the lien hereof; (iii) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, including completion of construction in progress, as to it may seem judicious; (iv) to insure and reinsure the same and all risks incidental to Seller's possession, operation and management thereof; (v) to continue any and all outstanding contracts for the erection and completion of improvements to the Premises; (vi) to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Purchaser; (vii) to receive all avails, rents, issues, profits and proceeds therefrom and to perform such other acts in connection with the management and operation of the Mortgaged Premises as Seller, in its discretion, may deem proper; and (viii) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Purchaser and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Installment Contract indebtedness, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser.

Seller shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and Purchaser shall

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and does hereby agree to indemnify and hold Seller harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Seller incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Purchaser shall reimburse Seller therefor immediately upon demand.

FINAL CLOSING: If Purchaser shall first make all payments and perform all covenants and agreements required by them to be performed, Seller shall convey or cause to be conveyed to Purchaser or as Purchaser shall direct by a recordable general warranty deed with release of homestead rights, good title to the premises, subject only to the following permitted exceptions: a) General real estate taxes not yet due and payable, b) Building, building line, use and occupancy restrictions, if any, c) conditions and covenants of record; d) Zoning laws and ordinances; e) Easements for public utilities.

Seller shall furnish Purchaser at final closing the following:

1. State of Illinois Transfer Declaration, and funds sufficient for filing,
2. Cook County Stamp Application, and funds sufficient for filing,
3. Affidavit of Title, covering said and unpermitted exceptions, if any as to which the title insurer commits to extended coverage. This documents to be deposited in escrow with the title company at the initial closing.
4. Section 1031 election and assignment from 1031 escrow agent.

Both Parties shall execute the following:

1. ALTA statement and Extended Coverage Policy Statement,
2. Cook County Transfer Stamp Application, and funds sufficient for filing,
3. City of Chicago Water Certification,
4. Any and all other papers customary for the final closing of a contract sale.

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AGENT FOR PROCESS: The Purchaser hereby submits to personal jurisdiction in the State of Illinois and waives any and all personal rights to object to such jurisdiction for the purposes of litigation to enforce this contract. In the event such litigation is commenced at any time when Purchaser is not in the State of Illinois, Purchaser agrees that service of process may be made and personal jurisdiction over Purchaser obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon appointed agent for service of process in the State of Illinois, which agent Purchaser hereby designates to be:

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2723 W. DEVON, CHICAGO, IL 60659

Or other such person as the Purchaser shall acknowledge as his/her attorney from time to time. Pursuant to this clause, Purchaser agrees to have on file and record with the Seller, the name, address, and contact information of her attorney.

Purchaser agrees that this appointment of an agent for service of process is made for the mutual benefit of Purchaser and Contract Seller and may not be revoked without Contract Seller's consent. Purchaser hereby agrees and consents that any such service of process upon such agent shall be taken and held to be valid personal service upon Purchaser whether or not Purchaser shall be then physically present, residing within, or doing business within the State of Illinois, and that any such service of process shall be of the same force and validity as if service were made upon Purchaser when physically present, residing within, or doing business in the State of Illinois. Purchaser waives all claim of error by reason of any such service. Purchaser hereby consents to the jurisdiction of either the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division, in any action, suit or proceeding which Contract Seller may at any time wish to file in connection with this contract or any related matter. Purchaser hereby agrees that an action, suit or proceeding to enforce this Contract may be brought in any State or Federal Court in the State of Illinois and hereby waives any objection which Purchaser may have to the laying of the venue of any such action, suit or proceeding in any such Court; provided, however, that the provisions of this paragraph shall not be deemed to preclude Contract Seller from filing any such action, suit or proceeding in any other appropriate forum.

NOTICE: All notices required to be given shall be construed to mean notice in writing and shall be served upon that party either in person, by facsimile transmission, or be registered mail, return receipt requested, to that party at the address in paragraph 1 above or to such last known address supplied by that party. Notices shall be deemed to be made when served on that party, or if to Seller, through his attorney at:

Farwell, Farwell & Associates, P.C.
Attn: Mr. Joseph C. Farwell
2340 S Arlington Heights Rd.
Suite 202

Joseph C. Farwell
M.S.
B.S.

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Arlington Heights, IL. 60005

And if to Purchaser, through their attorney at:

Tushar Chotalia
3772 W. Devon Ave.
Lincolnwood, Il 60712
Attorney at Law

MISCELLANEOUS: The terms, conditions, and covenants of this agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties, but no assignment or transfer by purchaser of this contract, or of purchaser's interest in the property described shall be valid, unless made with the written consent of seller.

This item may be recordable, or a memorandum of such may be recorded by either party.

Time is of the essence of this agreement.

Rider 101 is Attached to, AND MADE PART OF THIS CONTRACT.

Signed this ___th day of December, 13, 2006

Samirita Agreem.
[Signature of purchaser]

Prepared by:
Farwell, Farwell & Associates, PC
2340 S. Arlington Hts Rd
Suite 202
Arlington Heights, IL 60005

[Signature]
[Signature of seller]

Beata Shannan
[Signature of seller]

After Recording Mail to:
Farwell, Farwell & Associates, PC.
2340 S. Arlington Heights Rd
Suite 202
Arl. Hts. IL 60005

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RIDER 101

Seller hereby represents, warrants and agrees with Purchaser that:

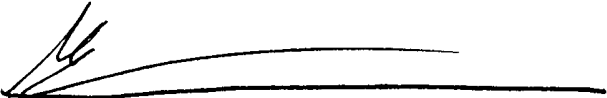
- (a) Seller has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto and all required action therefor has been duly taken. This Contract and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms;
- (b) There is no pending litigation or like proceedings before any governmental agency which, if successfully pursued could result in any adverse change in the condition of the Real Estate or the operation thereof except as is otherwise disclosed in this Contract;
- (c) No person or entity has any right of first refusal or option to acquire the Real Estate or any part thereof;
- (d) Except for general Real Estate taxes not then payable, there is no outstanding indebtedness the repayment obligation of which is or will be a charge on the Real Estate and/or which will create any liability for Purchaser subsequent to closing;
- (e) Seller represents that neither Seller nor any agents of Seller have received any notices from any city, village or other governmental authority of zoning, building, environmental, fire or health code violations in respect to the Real Estate that have not been heretofore corrected; and
- (f) Seller warrants and represents that she has no knowledge of nor has received any condemnation or eminent domain notice from any city, village or other governmental authority. Buyer shall bear the risk of loss for destruction or condemnation of the property after initial closing. Any such

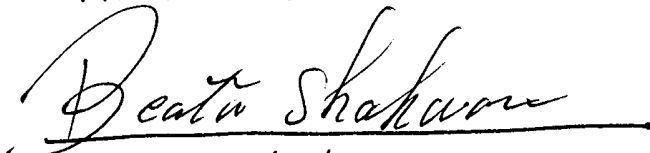
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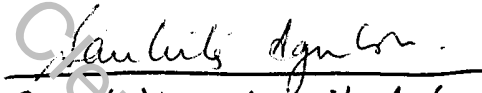
loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Agreement. Buyer shall be entitled to all monetary award or benefits arising from destruction and condemnation.

Seller hereby represents that, to the best of Seller's knowledge:

- (a) Seller is unaware of any action, either threatened or commenced, by any governmental agency arising out of an alleged violation of any environmental law or regulation with respect to the Real Estate;
- (b) Seller is unaware of the presence on the Real Estate of any hazardous wastes or hazardous substances in excess of levels established by Federal, State or local laws or regulations or requiring remediation; and
- (c) There are no underground storage tanks located in, on or under the Real Estate.


 Michael Shahwan


 Beata Shahwan


 SANKITA Agnihotri

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Lots 19 and 20 in Block 3 in Devon-California Addition to Rogers Park, a Subdivision of the Southwest quarter of the Southeast quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, (except the East 696.75 feet), in Cook County, Illinois.

Permanent Index #'s: 10-36-424-024-0000 (Vol. 0504)

Property Address: 2750-2752 West Devon Avenue, Chicago, Illinois 60659

Property of Cook County Clerk's Office