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Doc#: 0706754228 Fee: \$48.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 03/08/2007 03:12 PM Pg: 1 of 13

MEMORANDUM OF CONTRACT

Seller:

Jetáco Zeman

Buyers:

Marc Ozer and Ann Ozer

Property:

902 W. 62nd Stree, LaGrange, IL 60525

tecutived at: 11:28AH, 2/22/2007

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EXHIBIT A

LEGAL DESCRIPTION

THE WEST IN FEET OF THE SOUTHWEST I/4 OF THE NORTHEAST I/4 OF THE SOUTHEAST I/4 OF SECTION I7, TOWNSHIP 38 NORTH RANGE (2 PAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

THE BAST 30 PLFT OF THE SOUTHEAST 1/4 OF THE NORTHWEST M OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 12 EAST CV THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: # 18-17-403-033

PIN: # 18-17-405-950
Commonly Known As: 902 62np St., LaGrange Highlands, IL 60525

LAWYERS TITLE INSURANCE CORPORATION



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 4.0



ı	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".
Δ.	_ \
3.	Buyen(s) (Please Print) MARC OZER AND ANN OZER
4	
	Seller(s) (Please Print) DANKE ZEMAN
6	very and a second second partial Paragraph 41.
	If Daul Agency applies, complete Optional Paragraph 41.
8	2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
y N	Action of the River of to Billyer's designated granter, the Next Later with the Transfer of the Action
11	commonly shows as the same of
12	Address 18-17 - 403-033-000
13	
14	County (if applicable) Permanent Index Number(s) of Real estate
15	identified as Space(s) #
16	If Condo/Coop/Townhome To sing is Included: # of space(s) ; identified as Space(s) #
17	(check type) deeded space. [limited common element; assigned space
18	of the present of the second supposed to the second by
19	
20	Seller agrees to transfer to Buyer all fixture, all heating, electrical, plumbing and well systems together with the
21	Seller agrees to transfer to Buyer all fixture, all meaning, creating, premiums and property by Bill of Sair at Closing. [Check or enumerate applicable items] following items of personal property by Bill of Sair at Closing. [Check or enumerate applicable items] V. Canad Air Conditioning
22 71	All Tarked Down Carpeting - Preplace Description - Preplace Description
24	V Dwardkanger/Store All Window Treatments & Hardware Vapiacs Use Logs
35	Microwave Built-of of Articlet Snorving America (Articlet Snorving Strong's) (Avend) X Strong Pump(s)
27	Garbege Disposal Ceiling Fam(s) Inter om S) tiens System Ceiling Fam(s)
38	Teach Compactor TV Antones System Could by Vac & Equipment Outdoor Shed Trans Compactor Window Air Conditioner(s) Electronic Gurn to Door Opener(s) Anached Gas Grill Wester Window Air Conditioner(s)
28 29 30	Window Air Conditioner(s) Resident Stript of Society Colleges and Bos Moine Warranty 5 [Invest
31	Satedist Disk Oestoor Playsets Invasible Fens Syland, Collans, and Box
32	Other items included:
33	Items NOT included: Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
34	the condition of the contraction product and the contraction of the co
35	the second of th
36 37	regardless of age, and does not constitute a thread of seam as free.
38	
	A DEFOCE AND BRICE - Description of C 200, OCU (CC) Shall be paid as follows: Initial
AC	earnest money of \$ 1,000,00 by A check a cash on a none on 24 hours Aragnalley (All)
44 41	The carm at mi ney and the
47	regional of this Courses shall be held by the Listing Company, as "Escrowee", in trust for the multiple of the
47	Parties: The halance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wife transfer of funds,
44	or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is
4	guaranteed by a licensed title insurance company).
46	s the state of the
A.	7.5 CLOSING: Closing or ascring payout shall be on 1994 1 2004, or absuch time as
48	I mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrew office situated
49	geographically nearest the Real Estate or as shall be agreed mutually by the Parties WICK 3, 01, 79
50]
5	6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of
52	2 Closing Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
5.	3 to the Real Estate to Buyer or to Listing Office.
	Buyer Initial Buyer Initial Seller Initial Seller Initial Seller Initial
	Address 902 W 62NO ST , LAGRANCE, ILIGOS 23
	D 1 . E 13

03/08/07 14:04 FAY 6309839910 FREEDMAN 0706754228 Page: 4 of 13 UNOFFICIAL COPY

	مستدرث بدار في المنازلين المنازلين المستدرث بالمنازلين المنازلين ا
	7. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer [check one] has has has not received a completed Illinois Residential Real Property Disclosure this Contract, Buyer [check one] has has has not received a completed Illinois Residential Real Property Disclosure
\$5	this Contract, Buyer scheck ones has the has not received the EPA Pamphlet, "Protect Your Pamily From Lead in Your Home"; Report, scheck ones has the has not received the EPA Pamphlet, "Protect Your Pamily From Lead in Your Home";
	Scheck one Das D has not received a Lead-Based Paint Disclosure. Scheck one Das D has not received a Lead-Based Paint Disclosure. PROPERTY NACED TO PROVIDE COMPLETE PROPERTY NACED PROPERTY NACED TO PROVIDE COMPLETE PROPERTY NACED TO PROPERTY NACED TO PROVIDE COMPLETE PROPERTY NACED TO PROVIDE COMPLETE PROPERTY NACED TO PROVIDE COMPLETE PROPERTY NACED TO PROPERTY
59 60 61 62 63 64 65 66	8 PRORATIONS: Proratable items shall include, without influence forms from the year of closing only, utilities, water and sewer, and homeowner or condominium association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$
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71	to the Destination of disservation or make modifications to
72	9. ATTORNEY REVIEW: The repetitive automays for the Parties may approve, disapprove, or make modifications to
73	the hand colors upon crated Purchase Price Any notice of disapproval of
74	The state of the s
75 76	A
76 77	The state of the s
78	with respect to resolution of proposed modification, ther this Contract shall be null and void.
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80	10. PROFESSIONAL INSPECTIONS: Buyer may secure at Buyer's expense (unless otherwise provided by
81	governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless
82	the state of the s
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84 85	
86	
87	deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of
88	ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to
89	resolution of inspection issues, theo this Contract shall be null and void. The ho is inspection shall cover salv
90	major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s),
91	olumbine and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major
92	component shall be deemed to be in operating condition if it performs the function for which it is in ended, regardless of
93	age, and does not constitute a threat to health or safety. The fact that a functioning component may be at the end of its
94	useful life shall not render such component defective for the purpose of this paragraph. Buyer shall indear info Seller
90 201	and hold Seller hamiless from and against any loss or damage caused by the acts or negligence of Buyer or the person performing any inspections. Buyer agrees minor repairs and routine maintenance items are not a part of this
97	contingency. If radon misigation is performed, Seller shall pay for a retest
98	BULER NA CANCEL THIS CONTROLL
99	the state of the s
, . 100	Disclosure (see page 11). This Contract is contingent upon Buyer obtaining a firm written mortgage commitment
101	(except for matters of title and survey or matters totally within Buyer's control) on or before 121, 200+
102	for a schoose one Africed adjustable; schoose one Aconventional AFRIVA Cother BRIDE LOAN
	Buyer Initial Buyer Initial Seller Initial Seller Initial
	Address

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103 loan of \$ 300,000, 00 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if 104 required. The interest rate (initial rate, if applicable) shall not exceed 6% per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. 106 Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If 107 FHAVA, complete Paragraph 35.) (If closing cost credit, complete Paragraph 33.) Buyer shall make written loan 108 application within five (5) Business Days after the Date of Acceptance. Failure to do so shall constitute an act of 109 Default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain such loan 110 commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If 111 written notice of insbility to obtain such loan commitment is not served within the time specified, Buyer shall be 112 deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise 113 provided in Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing 114 real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan 115 commitment in 120 dance with the terms of this paragraph even though the loan is conditioned on the sale and/or 116 closing of Buyer's crieting real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's 117 notice, procures for B ye such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon 118 the same terms, this Couract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) 119 Business Days after Buyer's coice of Seller's election to provide or obtain such financing, and Buyer shall furnish to 120 Selier or lender all requested into motion and shall sign all papers necessary to obtain the mortgage commitment and to 121 close the loan.

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123 12. HOMEOWNER INSURANCE: Tats Contract is contingent upon Buyer's securing evidence of insurability for an 124 Insurance Service Organization Homeowne: 3 (ISOHO3) or applicable equivalent policy at Preferred Premium rates 125 within ten (10) Business Days after Date of Accept nos. If Buyer is anable to obtain evidence of insurability and 126 serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void. If 127 written notice is not served within the time specified. Huyer shall be deemed to have waived this contingency and 128 this Contract shall remain in full force and effect

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130 13. FLOOD INSURANCE: Unless previously disclosed to the In nois Residential Real Property Disclosure Report, 131 Buyer shall have the option to declare this Contract null and word if the Real Estate is located in a special flood hazard 132 area which requires Buyer to carry flood insurance. If written notice of the option to declare this Contract null and 133 void is not given to Seller within ten (10) Business Days after Data of Acceptance or within the term specified in 134 Paragraph 11 (whichever is later), Buyer shall be deemed to have was ed such option and this Contract shall 135 remain in full force and effect. Nothing herein shall be deemed to affect ruy rights afforded by the Residential Real 136 Property Disclosure Act.

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138 14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms 139 contained in this paragraph, which may be contrary to other terms of this Contract, shall supposed any conflicting terms.

(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amend ments; public and utility easements including any easements established by or implied from the Declaration of Contaminium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general ansessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

(b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all spicial

assessments confirmed prior to the Date of Acceptance.

(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Soller shall diffigently apply for same This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial_\\2/
Address 902 w	GINST, LAGE	ANGE, IL, 60525	$A \cap A \cap A$
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personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same. (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises of would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed

to have waived this contingency, and this Contract shall remain in full force and effect. (e) Soller shall not be obligated to provide a condominium survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

166 15. THE DEF's Siller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and 167 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the 168 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Selfer (unless 169 otherwise designated by 'ocs' ordinance). Title when conveyed will be good and merchantable, subject only to: general 170 real estate taxes not due and va able at the time of Closing, covenants, conditions, and restrictions of record, building 171 lines and casements, if any, so ioug >2 they do not interfere with the current use and enjoyment of the Real Estate.

173 16. TITLE: At Seller's expense, seller will deliver or cause to be delivered to Buyer or Buyer's attorney within 174 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title 175 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title 176 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to 177 items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real Estate is vacant 178 land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title 179 as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, 180 or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said 181 exceptions or encreachments removed or have the title insura commit to insure against loss or damage that may be 182 caused by such exceptions or encroachments. If Seller fails to involunpermitted exceptions waived or title insured over 183 prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior 184 encumbrances of a definite or ascertainable amount. Seller shall furnish Server at Closing an Affidavit of Title covering 185 the date of Closing, and shall sign any other customary forms required for is an acc of an ALTA Insurance Policy.

187 17. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a 188 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Bayer or Bayer's attorney a Plat of Survey 189 dated not more than six (6) months prior to the date of Closing, prepared by an Initrals Professional Land Surveyor, 190 showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, 191 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In 192 addition, the survey to be provided shall be a boundary survey conforming to the current requir means of the appropriate 193 state regularory authority. The survey shall show all comers staked, flagged, or otherwise monumented. The survey shall 194 have the following statement prominently appearing near the professional land surveyor seal and sign state: "This 195 professional service conforms to the current Illinois minimum standards for a boundary survey". A Motigage inspection, 196 as defined, is not a boundary survey, and is not acceptable.

198 18. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to the Closing, this 199 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions 200 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted 201 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the 202 Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall 203 share the title company escrow closing fee equally.

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	Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	14
	Address				

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205 19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING. If, prior to delivery of the deed, the Real Estate shall be 206 destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall 207 have the option of either terminating this Contract (and receiving a refund of carnest money) or accepting the Raal 208 Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a 209 result of the destruction or damage, which gross proceeds Selker agrees to assign to Buyer and deliver to Buyer at 210 closing. Setter shall not be obtigated to repair or replace damaged improvements. The provisions of the Uniform Vendor 211 and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

213 20, REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for 214 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow 215 with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When 216 the exact amount of the taxes protested under this Contract can be ascertained, the taxes shall be protested by Seller's 217 attorney at the equal of either Party, and Seller's share of such tax liability after reproration shall be paid to Buyer from 218 the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such reproration exceeds the 219 amount of the escrow fur ds, Seller agrees to pay such excess promptly upon demand.

221 21. SELLER REPRESELL TIONS: Seller represents that Seller has not received written notice from any 222 Governmental body or Floricov ner Association regarding (a) zoning, building, fire or health code violations that have 223 not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a 224 proposed or confirmed special accessment and/or Special Service Area affecting the Real Estate. Seller represents, 225 however, that, in the case of a special ar see mont and/or Special Service Area, the following applies:

1. There [check one] is \(\Q\) is not \(\Q\) a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.

2. The Real Estate [check one] is \square is $w \in \mathbb{C}$] located within a Special Service Area, payments for which will

not be the obligation of Seller after date of CV 310 3. 230 If any of the representations contained berein regording non-Homeowner Association special assessment or 231 Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and 232 void. If written notice of the option to declare this Contract acid and void is not given to Seller within ten (10) 233 Business Days after Date of Acceptance or within the term specified in Paragraph 11 (whichever is later), Buyer 234 shall be deemed to have waived such option and this Contract so at remain in full force and effect. Seller further 235 represents that Seller has no knowledge of boundary line disputes, calor as or claims of easement not shown by the 236 public records, any hazardous waste on the Real Estate or any improvem or, for which the required permits were not 237 obtained. Seller represents that there have been no improvements to the Real Famile which are not either included in full 238 in the determination of the most recent real estate tax assessment or which are sugible for home improvement tax 239 exemption.

240 241 22. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean 242 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at 243 Selier's expense before possession. Buyer shall have the right to inspect the Rual Estate, fixtures (a) personal property 244 prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the 245 same condition as of the Date of Acceptance, normal wear and tear excepted ALL DESCIS IN THE YARD

246 SHALL BE REMOVED PRIOR TO CLOSING. 247 23. GOVERNMENTAL COMPLIANCE: Parties agree to comply with the reporting requirements of the scholicable 248 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

249 250 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. 251 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

252 253 25. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this 254 Contract.

Buyer Initiai	Buyer Initial	Seller Initial	Seller Initial
Address 902	W. 62NO ST 6	& GRACIE IL COUS	2C
		Page 5 of 11	

255 26. DIRECTION TO ESCHOWEE: In every instance where this Contract shall be deemed null and void or if this 256 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money refunded to 257 Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a count of competent jurisdiction".

259 27. NOTICE: All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served 260 by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient 261 Notice to all. Notice shall be given in the following manner:

(a) By personal delivery of such Notice; or

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(b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided berein, Notice served by certified mail shall be effective on the date of

(c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided 50 the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is the sanithed during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

(d) By sending e-m: d transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice tract out ed shall be sent during Business Hours, and provided further that the recipient provides written acknowledgme at to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of krotice is the first hour of the next Business Day after transmission; or

(c) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Eusiness Day

following deposit with the overnigh, delivery company,

278 28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties 279 are free to pursue any logal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect 280 reasonable attorney fees and costs from the non-Prevailing Carry as ordered by a court of competent jurisdiction. There 281 shall be no disbursement of earnest money unless Escrower has been provided written agreement from Seller and Buyer. 282 Absent an agreement relative to the disbursement of carnest rone; within a reasonable period of time, Escrowee may 283 deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall 284 be reimbursed from the earnest money for all costs, including costs attorney fees, related to the filing of the 285 interpleader action. Seller and Buyer shall indemnify and hold Escretor's harmless from any and all conflicting claims 286 and demands arising under this paragraph.

288 29. CHOICE OF LAWIGOOD FAITH: All terms and provisions of this Contract including, but not limited to, the 289 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are 290 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

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292	30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
293	initiated by the Parties which are contained in the following paragraphs and attachments, it any
294	to atting addendum A regarding court project
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296	The same of the sa
297	ALGUA
298	31. SALE OF BUYER'S REAL ESTATE:
299	Initials
300	(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Solier as follows:
301	
302	1
3 03	(2) Buyer scheck and I has I has not entered into a contract to sell said real estate. If Buyer has entered into a contract to
304	
305	(a) [check one] is is not subject to a mortgage contingency.
1	Buyer Initial Buyer Initial Seller Initial Seller Initial
	Address

03/08/07 14:07 FAX 6309839910 FREEDMAN ANSELSO LINDER OTO6754228 Page: 9 of 13 UNOFFICIAL COPY

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06	(b) [check one] [] is [] is not subject to a real estate	ale contragency.
07	f The first terms are the	Aloring contribation.
08		a sale with a licensed real estate proces and in a local industrial
09	listing service.	and in a local multiple listing service.
10		estate ployed 800 ill a locat lumithin result
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112	on the big and mal exists for sale with a licensed a	cal estate broker who will place it in a local multiple listing
13		gospanics.
114	Por information only: Broker.	Phone
115	Broker's Address:	Phone:
116	The second at the wild real estate for \$2.5.	
117		OF BUYER'S REAL ESTATE:
118	(B) CONTINGENCIES BASED UPON SALE ANDIOR CITAISE (I) This Contract is contingent upon Buyes having entered to	a contract for the sale of puyer a few not later than the Closing
119	and effect us of20	a contact for the sale of the sale of the problem of the Closing agract shall provide for a closing date not later than the Closing on or before the date set forth in this subparagraph that are least to the Contract shall be pull and void. If written
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323	of purmess on the day so that it the Contract shall	emain in full force and effect. (If this paragraph is used, then
324 325		
326		Buyer's real estate as set forth to Paragraph 11 (b) (1) and that
327		
328		closing the sale of Buyer's real estate on or before that Buyer has not closed the sale of Buyer's real estate is
329	20 II Written notice	Day after the date set forth in the preceding sentence, this
330	screed before the close of Dusmess on the last Dusmess	erved as described in the preceding sentence, Buyer shall be
331	Contract shall be null and void. If written the bar a unit a	is Paragraph 31, and this Contract shall remain in full force
332	9	
333 334	A cas reason was death as also as Discourse was betata in territory (ed fir any reason after the date set forth in Paragraph 31 (B) (1)
335	f d d d frish Comment if no date is set firsth in Pl	- Marie 3 (B) (1) Billion Signi, within thice (2) Counters rely
336	C - C	HE IST IN THE PARTY OF STATE INCIDENT WHITE BY LOCKEN PROPERTY.
337	7 to to 11 and sampling with Pageopink 31 (11), thi	CONTINUE SWALL DR BATH BATH ANTON 23 OF OTE PETE OF HAVINGS
338	written notice as required by this subparagraph is not	served within the time specified, Buyer shall be in default
339		TATE FOR SALE During the time of this contingency, Seller
340	has the right to continue to show the Real Estate and offer it for sale	subject to the following:
341 342	1 til til eller manner anather hans fide offer to murchate the Re	al fixtate whale the contingerates expressed in analysis fragarian
343	2 (1) If Senter accepts amount count that series to parometer and the series of same. B	uyer shall then have hours after Seller gives such
344	A motion to sustice the continuencies set forth in Paragraph 31.	HT STDIECT TO LAUSKISDII ST. CAN
345	C (2) Called making to Buyer (commonly referred to 28 8	efrick-outs motice) shall be served on buyer, hot buyer a
346	6 attorney or Rever's real effort avent. Courtesy copies o	L with "Kith-out, Botte stoner of sent of Rober a semitted who
347	7 must enter a most if brown. Failure to provide such course	in works spall bot leader boack may in trance in with one or a
348	8 multiple-person Buyer shall be sufficient notice to all Bu	yers. Notice for the purpose of this subpar grap only shall be
349	9 served upon Buyer in the following manner:	and days of personal delivery or
350	0 (a) By personal delivery of such notice effective at the time	crein for Buyer by regular mail and by certifica mail. Notice
351	(b) By mailing of spen notice to the addresses recited in	ctive at 10:00 A.M. on the morning of the second day following
352 353		With an internal but any management
354	4 (c) By commercial overnight delivery (e.g., FedEx). Such	notice shall be effective upon delivery or at 4:00 P.M. Chicago
355	5 time on the next delivery day following deposit with the	e overnight delivery company, whichever may occurs.
356	6 (1) If Royal complies with the provisions of Paragraph 31 (D)	then this Contract shall remain in full force and effect.
357	(4) If the contingencies set forth in Paragraph 31 (B) are h	OT waived in writing within said time period by Buyer, this
358	8 Contract shall be null and void.	
359	.9 (5) Except as provided is subsections to subparagraph (C) (2) above, all notices shall be made in the manner provided by
	Buyer Initial Buyer Initial S	eller Initial Seller Initial
	Address 902 W. 62NDST LAGRA	
	Address IV L del UB	
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360	Paragraph 27 of this Contract.
361	Paragraph 27 of this Contract. (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's among or representative. (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's among or representative. (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph
362	(D) WAIVER OF PARAGRAPH 11 CONTINUENCE OF STATE
363	(D) WAIVER OF PARAGRAPH 31 CONTINUED to solve the additional sum of \$\frac{1}{2}\$. (B) when Buyer has delivered written waiver and deposited with the discrewee the additional carnest money within the time specified, the carnest money within the time specified. If Buyer fails to deposit the additional carnest money within the time specified. The carnest money within the time specified, the
364	cornect money within the time specified. It mayer that to deposit the
365	waiver shall be deemed ineffective and this Contract shall be pull and void. waiver shall be deemed ineffective and this Contract shall be pull and void. (E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in
366	
367	(E) BUYER COOPERATION REQUIREMENT IN PROVIDING TOLEVANT Information. Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.
368	and account a fire to the event wither Party has entered
369	32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered
370	
371	into a prior real estate contract, this Contract shall be subject to writest cancelled within the time specified, this Contract shall be 20 In the event the prior contract is not cancelled within the time specified, this Contract shall be
372	The state of the s
373	rull and wold. Note: to the purchases under the pro-
374	
375	3. CLOSING COST CREDIT: Provided Buyer's lender permits such credit to show on the HUD-1
376	THE AMERICAN PROPERTY OF THE P
	al a since
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378 379	34. INTEREST CEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms).
380	The state of the s
381	. A to the hereful and he want in Milver Bayer same of Chivalencie of any
382	the exceed \$108) charged for setting up the account no to exceed \$108) charged for setting up the account no
383	sooner than ten (10) Business Days prior to the anticipated Closing date.
384	
385	35. VA OR FHA FINANCING. 12 Duyer is seeking VA or FHA financing, this provision shall be applicable:
386	the Compact of the Purphase Victorial exceeds the appraised value of the Real Estate, as
387	determined by the Veterror Administration (VA) or the 186/18 Housing Administration (PMA), mowever, buyer small dave no
	option of proceeding with this Contract without regard to the son unit of the appraised valuation. If VA, the Funding Fee, or if FHA,
388	the second section of the second section is the second section of the second section of the second section of the second section is the second section of the section
389	the Mortgage Insurance Premium (Mir') spati be paid by Duyer and I meter one; a stant to exceed \$200.00 Required FHA or VA
390	amount, Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00. Required FHA or VA
391	amendments shall be attached to this Contract. It is expressly agreed the promitistanding any other provisions of this Contract,
392	Buyer shall not be obligated to complete the purchase of the property described business any penalty by forfeiture of estructions and the purchase of the property described business and the property described b
393	money deposits or otherwise unless Buyer has been given, in accordance with KUI IFHA requirements, a written statement by the
394	Federal Housing Commissioner setting forth the appraised value of the property excluding Closing costs) of not less than
395	Buyer shall have the privilege and option of processing with the consummation of the Contract
396	without rected to the amount of the appropried variation. The appropried valuation is an income to make the mat
397	the Department of Housing and Urban Development will insure/guarantee. HUD and the mergagor do not warrant the value nor the
398	
399	
400	36. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for
401	interim financing on or before , 20 in the amount of \$
402	to secure the interior linearing commitment and gives written notice to Seller within the time spectrage, has Commit with the
403	auli and void. It written notice is not served within the time specified, this provision shall be deemed watved by the Parties
404	and this Contract shall remain in full force and effect.
405	
400	37. WELL ANDIOR SEPTICISANITARY INSPECTIONS: Seller shall obtain at Seller's expense a well
40	water test stating that the well delivers not less than five (5) callons of water per minute and including a bacteria and mitrate less (and
408	lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
409	Practitioner or a licensed well and sentic inspector, each dated not more than amety (90) days prior to Closing, stating that the well
410	and water simply and the private sanitary system are in proper operating condition with no defects noted. Seller shall temedy any
411	defect in deficiency disclosed by said reports) prior to Closing; provided that if the cost of remodying a defect of deficiency and the
412	cost of landscaning together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost,
413	then this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller 5
412	
• • •	
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4.4	mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Senior suari
15 ± 16	Asiana a come of such avaluation of the second of the seco
17 18 19 20 21 22 23	38. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 10, within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) mooths prior to the date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the than six (6) mooths prior to the date of Closing, by a licensed inspector certified by termites or other wood destroying insects, subcategory of termites, stating that there is no visible evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation or structural damage, Buyer has Unless otherwise agreed between the Parties, if the report displaces evidence of active infestation by termites or other wood destroying insects.
126 127 128	39 POST-CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the date that is days that he date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability is days that he date of Closing ("the Possession Date"). Seller shall deposit in escrew at Closing
129 130 131 132 133 434 435	be paid by Escrewes as finites: a) The sum of 5 per day for use and occupancy from and including the day after be paid by Escrewes as finites: a) The sum of 5 per day for use and occupancy from and including the day equal to five Closing to and including the day of delivery of possession, if on or before the Possession Date specified in this paragraph that Seller (5) times the daily amount set Each aspecial be paid for each day after the Possession Date specified in this paragraph that Seller (5) times the daily amount set Each aspect, and c) The balance, if any, to Seller after dailyery of possession and provided that the terms remains in possession of the real aspect, and c) The balance, if any, to Seller after dailyery of possession and provided that the terms
437 438 439 440 441 442	property in its "As Is" condition as of the Date of Offer. Buyer acknowledges that to representations, warranties or guarantees with respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available to Buyer's inspector at reasonable time. Play a shall indemnify Soller and hold Seller harmless from and against property available to Buyer's inspector at reasonable time. Play a shall indemnify Soller and hold Seller harmless from and against property available to Buyer's inspection at reasonable time. Play a shall indemnify Soller and hold Seller harmless from and against property available to Buyer's inspection of the event the any loss or damage caused by the acts of negligence of Eur er or any personal property to be conveyed or transferred is inspection reveals that the condition of the Part seller within first 13 Business Dava after the Date of Acceptance, this Contract
446 447 448	shall be null and void. Failure of Buyer to noticy seller or to contact at a inspection in full force and effect. Buyer acknowledges the terminate this Contract under this paragraph and this Contract than remain in full force and effect. Buyer acknowledges the
449 450 451	41. CONFIRMATION OF DUAL AGENCY: The Parties to firm that they have previously consensed to
452	
453 454	42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by Buyer's specified party,
456 457 458 459 460	within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified party of each of approve of the least of Estate and written notice is given to Seller within the time specified, this Contract shall be null and you! If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in fall force and effect.
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