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This Document Prepared By and Mail to: Gary L. Plotnick Schain, Burney, Ross & Citron, Ltd. 222 N. LaSalle St., Ste 1910 Chicago, Illinois 60601



Doc#: 0710939031 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/19/2007 09:16 AM Pg: 1 of 4

AFARTMENT/INVESTMENTS REAL ESTATE CONTRACT
FOR LANDSTAR HOLDINGS, LLC("BUYER")
FOR GEORGE COVACI("SELLER")
FOR THE PROPERTY LOCATED AT
4624-28 NORTH WOLCOTT, CHICAGO, ILLINOIS
PIN::14-18-207-019-0000



Revised 10/04

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1 7 2 "	This Contract is made 'Parties"), to convey th	between <u>and</u> ne property known as <u>a</u>	5 tar Hole 4624-28 N	v. worce	TT AVE, CAILY	ner of Rec go IL ("Property		Seller") (collectively, a all improvements.
3 4	A fully executed origina 1. Fixtures and P	al af this Contrast abol	Addre) Il be held by Listing In addition to the	ess) (C a Broker The dat	Ety) (ST) (Zi e of the offer of this Contrac shall transfer to Buyer by	p) (Unit No.) et is 3/2, 200 a Bill of Sale, all heating	D.Z. g, cooling, elect	rical, and plumbing
6 s 7	☐ T.V. Antenna	□ Washer	items.		l air conditioner w air conditioner	☐ Water softener ☐ Fireplace gas log		wall carpeting storms & screens
8 9	Refrigerator	☐ Dryer ☐ Attached book cas		□ Electro	onic air filter	□ Firewood	☐ Radiator	r covers
0	□ Microwave □ Dishwasher	 ☐ Smoke and carbon ☐ Garbage disposal_ 			nl humidifier ace screen and equipment	☐ Lighting Fixtures ☐ Sump pump		ted vegetation ompactor
2	☐ Outdoor shed	☐ Built-in or attache	ed shelving	☐ Home	warranty (as attached)	☐ Security system	☐ Window	treatments
3 4 5	☐ Ceiling fan Seller also transfers th	☐ Electronic garage te following:		The follo	wing items are specifically e	excluded:		\$ 20,000
5	o Dl D	The murchase price for	or the Property and	oot Burron chall d	ied in Paragraph 1 is \$	V 7/7/4 ("Facto	(" <i>Purchase</i> pwee"), initial e	arnest money in the
<u>.</u>							Money shall b	e returned and this
Λ.	1 D Jane Drive (*F	Smal Farmert Money	") prithin 5	huginess days aft	or before, 20 er the expiration of the Atto	rnev Approval Period (Sec	: Paragraph 12 c	of this Contract) (the
n '	Initial and Final Earn	est Money are collective	vely referred to as	the "Earnest Mo:	ney "). Buyer and Seller sh	all execute all mutually ag	greed and neces	sary documents with
	4 Dowmont of Rol	lango: Martagas Car	ntingency (a) In	addition to the l	enses with regard to the Earinal Earnest Money, the b	palance of the Purchase Pr	rice shall be pai	id at closing, plus or
	Land Land	ark anabian'a abaalt a	contified about wire	a transfer of funds	s, or other payment mutually commitment ("Required	ly agreed by the Parties.(h) I-han (contrac	et 16 contingent ubon
	manmitted to be made	hu a IIS or Illinois sa	avinge and loan se	sociation or hank	for \$, the interest rate (or initi	ai interest rat <u>e</u>	<u>ji an a</u> ujustabie rate
	O'Danieland Monterer	all) ft a Paguired M.	Iortaga hac a hall	oon navment itsl	monthly, loan fee not to hall be due no sooner than	vears. Buver shall be	v for private m	dit report fee, if any ortgage insurance as
· .		ag in the ition. If a FF	HA or VA mortgag	e is to be obtained	d, Rider 8, Rider 9, or the learn shall so notify Seller in	HLU) Hide r shall be attach	ied to this Cont	tract. (1) 11 Buyer is
10	down often the First Co	mmity ant Date ("Sec.	and Commitment	<i>t Date</i> ") secure th	re Required Commitment to	r Buver upon the same ter	ms, and may ex	tend the closing date
	valating to the emplied	stion and are of the	he Required Comp	nitment and nav	rd party. Buyer shall furni one application fee as direc	ted by Seller, Should Selle	er choose not to	secure the Required
2.2	Commitment for Bure	ar this Contract shall	be null and void a	as of the First Cou	mmitment Date, and the Ea	arnest Monev shail be reti	urned to Buyer.	(2) If Buyer notifies
34 35	Commitment on the ho	fore the Second Coren	nitment Date this	Contract shall be	o obtain the Required Come null and void and the Ear	nest Monev shall be retur	ned to Buver.	(3) If Buyer does not
36		Sallan baraba Birakara	w.v. mant Data Day	uon aball be deema	d to have waived this centi- Buyer, or cause to be exec	receey and this Contract c	eall remain in A	all force and effect.
90	release of homestand	rights (or other appr	priate deed if tith	e is in trust or in	an estate), or Articles of A	Agreement, if applicable, a	subject only to t	the following, if any
39	covenants, conditions,	and restrictions of reconfirmed special gover	cor 2, public and ut	ility easements; e:	xisting leases and tenancies eral real estate taxes for the	s; special governmental tax e vear 200 — and subseque	ces or assessmen ent vears: the m	nts for improvements ortgage or trust deed
4.7	referred to in Donomi	anh C of the Conoral	Provide one of his	Contract and/or	Rider 7 if applicable Sel	lier represents that the 29	00 ~7 general :	real estate taxes arc
40	e france Collons	whall amonant to Russon	e complete convect	Sall avieting lasea	eed by the Parties prior to the s affecting the Property and	i a rent roll within three b	usiness davs or	the Acceptance Date
14	Seller represents and	warrants that (a) exist	ing leases, if ar /, y	wi) be assigned to	Buyer at closing and (b) the	e present monthly gross rea	ntal income is \$_ nrovided title }	nas been shown to be
45 46	good or is accepted by	Buyer, at a time and k	ocation mutually	gr e upon by the	Buyer at closing and (b) the cept as provided in Paragr Parties.	apir 4(b) or time constantly,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
47	8. Possession. (a)	Seller agrees to surre	ender possession of	(ne) roperty on o	I now to Buyer \$	per day for use and occur	provided the tra	ng the first day after
40	aloging up to and inc	Inding the Passessian	Date or on a mo	nthly besis which	hever period is shorter ("L ctually surrendered. Addit	/se/Occupancy Payments	s"). Buver snal	u refun d any part o
51	the Purchase Price C	"Paggagian Excrass"	^e) to guarantee po	assession on or be	fore the Possession Date.	which sum shall be held	from the net pi	roceeds at closing of
52	Escrowee's form of re-	ceipt. If Seller does no	ot surrender the P	roperty on the 20	stession Date, Seller shall dencluding the day nosses	pay to Buyer, in addition sion is surrendered to Bu	to the Use/Occu ver plus anv ur	ipancy Payments, the apaid Use/Occupance
54	Payments to the date	noccección is surrend	lered these amour	ats to be paid a 🕶	of the Possession Escrow a	nd the balance, if any, to	be returned to S	Seller. Acceptance o
54	the joint written direct	rtion of Soller and Buy	con If either Party	z objects to disposi	yer hereby acknowledge the it or of the Possession Escre	ow, then Escrowee mav de	posit the Posses	ssion Escrow with the
57	Clark of the Circuit C	Court by the filing of a	an action in the na	ture of an Interpl	leader. Escrowee shall be a	reimbursed from the Posse	ession Escrow to	or all costs, incl udin
	3.3	T 1.4. 1 4. 41 42.			ution 'al' 'adamnify and h	old Ecorowaa harmlage fro	nm anv and all	claims and demands
58 59 -	reasonable attorneys	t of woodenable attenue	wat face coats and	emenes.	rties S.al' indemnify and h	old Escrowee harmless fro	om any and all	claims and demands
	reasonable atterneys' including the paymen 9. Disclosures. B	t of reasonable atterne Suyer has received the l The Parties consent to	Heat Disclosure 🗆	expenses. Yes/ □ No; Lead P ("Licer	rties s'.al' indemnify and h aint Disclesure Ti Yes/ II No isee") to act as Juril Agent	old Escrowee harmless from: y; Zoning Certification Ye in providing brokerage ser	om any and all es/□No.	chalf and specificall
58 59 ~ 60 61 62 ~	reasonable atterneys including the paymen 9. Disclosures. B 10. Dual Agency consent to Licensee ac	t of reasonable atterne Buyer has received the l The Parties consent to thing as Dual Agent on	Heat Disclosure U	Yes/ No; Lead P	aint Disck so e T Yes/ T No act as Jour Agent	nold Escrowee harmless from Cartification Yes in providing brokerage seconds (e) Initials	om any and all es/ \(\simega \) No. rvices on their b	chalf and specificall Buyor(s) initials
58 59 - 60 61 62 - 63 64	reasonable atterneys' meltiding the payment 9. Disclosures. B 10. Dual Agency consent to Licensee at 11. Attorney Modifications this	t of reasonable atterne duyer has received the l The Parties consent to thing as Dual Agent on ification. Within	Heat Disclosure U the transaction co business days Modifications") o	Yes/ \(\sigma\) No; Lead P ("Licer vered by this Cent after the Accepta	aint Discless e Tyes / Two	nold Escrowee harmless from Science of Year in providing brokerage sereller(e) Initials report of Pertod"), the Partoker's compensation, and the providing of the Partoker's compensation, and the Partoker's compensation in the Par	om any and all es/ \(\simega \) No. rvices on their b ties respective ates, that are m	chalf and specificall Buyer(s) initials attorneys may real
58 59 ~ 60 61 62 ~	reasonable atterneys including the payment 9. Disclosures. B 19. Dual Agency consent to bicensee at 1. Attorney Modifications to this the Parties. If, within Carteria and the parties. If, within the parties of the pa	t of reasonable atterne tuyer has received the li The Parties consent to thing as Duel Agent on lifeation. Within Contract ("Proposed I in the Attorney Approv	Heat Disclosure the transaction computer business days Modifications") oval Period, the Pa	Yes/ \(\simega\) No; Lead P ("Licentered by this Cent after the Accept on matters other the arties cannot reac."	aint Discless and Yes December 2 No. 1 No.	old Escrowee harmless from the providing brokerage services of the providing brokerage services. In the providing brokerage services of the providing broker's compensation, and dependent of the proposed Modifications, the providing services of the prov	om any and all es/ \(\simega \) No. vices on their b ties respective ates, that are m hen either Part refunded to Buy	behalf and specificall Buyer(e) initials attorneys may make attorneys may make attorneys may make utually acceptable t ye may terminate thi yer upon joint writte
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105 GENERAL PROVISIONS

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- A. Prorations. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If the Property is improved, but the last available tax bill is on vacant land, the Parties shall reprorate taxes when the bill on improved property is available. Security deposits, if any, shall be paid to Buyer at closing.
- 109 B. Uniform Vendor and Purchaser Risk Act The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
- C. Title. At least five days prior to the closing date. Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Itle Insurance due to delay by Buyer's mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of exceptions removed at closing by using the proceeds of the sale.
 - D. Notice. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.
 - E. Disposition of Earnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the Listing Broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to dispose the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Larnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Let one employee the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader arising out of those claims and demands.
 - F. Operational Systems S ller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Buyer shall have the right to inspect the Property during the 48-hour period term diately prior to closing to verify that they are in working order and that the Property is in substantially the same condition, normal wear and tear excepted, as of the A sq tance Date.
- 140 G. Insulation Disclosure Requirer ent. If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as 141 provided by the Federal Trade Commission, and Figer 13 is attached.
- H. Code Violations. Seller warrants the V. to notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before closing, Seller shall promptly notify Buyer of the Notice.
 - I. Heating Cost Disclosure. If the Property is 1 cated in the City of Chicago, Seller and Buyer shall comply with provisions of Chapter 5-16-010 of the Chicago Code of Ordinances concerning Heating Cost Disclosure for the P operty.
 - J. Escrow Closing. At the written request of Seller r Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the serow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through an escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cos. c. the escrow shall be divided equally between Buyer and Seller.
 - K. Survey. Prior to closing, Seller shall provide Buyer with a sur ey by a licensed land surveyor dated not more than six months prior to the date of closing, showing the present location of all improvements. If Buyer or Buyer's mo.tgag & Cesires a more recent or extensive survey, the survey shall be obtained at Buyer's expense.
 - L. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affication title subject only to those items set forth in this Contract, and an ALTA form if required by Buyer's mortgagee, or the title insurance company, for extended coverage.
 - M. Legal Description. The Parties may amend this Contract to attach a comple e and correct legal description of the Property.
- 158 N. RESPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement 159 Procedures Act of 1974, as amended.
 - O. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish my declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any rid estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.
- 164 P. Removal of Personal Property. Seller shall remove from the Property by the Possession Date at a bris and Seller's personal property not conveyed by Bill of Sale to Buyer.
 - Q. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Arzept nce Date, ordinary wear and tear excepted, subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Selle and not be responsible for that portion of the total cost related to this violation that is below \$250.00.
 - R. Time. Time is of the essence for purposes of this Contract.
 - S. Number. Wherever appropriate within this Contract, the singular includes the plural.
 - T. Flood Plain Insurance. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall any for that insurance.
 - U. Business Days and Time. Any reference in this Contract to "day" or "days" shall mean business days, and not calendar days. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding all official federal and state holidays.
 - V. Patriot Act. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly on behalf of, on facilitating this transaction directly or behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.
 - W. Brokers. The Real Estate Brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing Broker in a multiple listing service in which the listing and Cooperating Broker both participate.

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LEGAL DESCRIPTION

LOT 7 IN ELOCK 5 IN RAVENSWOOD IN SECTIONS 17 AND 18, TOWNSHJP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4624-28 N. WOLCOTT, CHICAGO, ILLINOIS 24-2. COOPTION CONTRICTOR

PIN: 14-18-207-019-0000