

UNOFFICIAL COPY FINAL VERSION

Doc#: 0726218055 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/19/2007 12:10 PM Pg: 1 of 14

FROM LAW OF KAHERISTY

7 14:07/ST. 14:00/No. 7513478700 P 3



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 4.0



1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) (Please Print) VLADISLAV BAZER

4
5 Seller(s) (Please Print) JAMES FINNELLY & LYNN FINNELLY

6
7 If Dual Agency applies, complete Optional Paragraph 41.

8
9 2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
10 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
11 of 97' X 150' commonly known as: 1602 FERNDAL AVE. NORTHBROOK IL 60062

12 Address City State Zip
13 COOK 04-10-102-024
14 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

15
16 If Condo/Coop/Townhome Parking is included: # of spaces: _____, identified as Space(s) # _____
17 (check type) deeded space; limited common element; assigned space

18
19 3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by
20 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
21 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
22 following items of personal property by Bill of Sale at Closing: (Check or enumerate applicable items)

- 23 Refrigerator [x] All Tacked Down Carpeting [x] Fireplace Screen(s)/Door(s)/Grate(s) [x] Central Air Conditioning
24 [x] Oven/Range/Stove [x] All Window Treatments & Hardware [x] Fire/leak Gas Logs [x] Electronic or Media Air Filter
25 [x] Microwave [x] Built-in or Attached Shelving [x] Existing Storms & Screens [x] Central Humidifier
26 [x] Dishwasher [x] Smoke Detector(s) [x] Security System(s) (owned) [x] Sump Pump(s)
27 [x] Garbage Disposal [x] Ceiling Fan(s) [x] Intercom System [x] Water Softener (owned)
28 [x] Trash Compactor [x] TV Antenna System [x] Central Vac & Equipment [x] Outdoor Shed
29 [x] Washer [x] Window Air Conditioner(s) [x] Electronic Garage Door Opener(s) [x] Attached Gas Grill
30 [x] Dryer [x] Planned Vegetation [x] with all Transmitter(s) [x] Light Fixtures, as they exist
31 [x] Satellite Dish [x] Outdoor Playsets [x] Invisible Fence System, Collar(s) and Box [x] Home Warranty \$ _____

32 Other items included: NONE
33 Items NOT included: 2 closet doors in small bedroom on 1st floor; mirror on master bathroom door; snoopy dog cutout on gate to pool
34 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
35 condition at possession, except:
36 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
37 regardless of age, and does not constitute a threat to health or safety.

38
39 4. PURCHASE PRICE: Purchase Price of \$ 550,000.00 shall be paid as follows: Initial
40 earnest money of \$ 1,000.00 by check, cash OR note due on _____, 20____
41 to be increased to a total of \$ 10,000.00 by _____ MAY 31 _____, 20 07. The earnest money and the
42 original of this Contract shall be held by _____ SMITH ZIEMBA _____ as "Escrowee", in trust for the mutual benefit of the
43 Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire 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
45 guaranteed by a licensed title insurance company).

46
47 5. CLOSING: Closing or escrow payout shall be on AUGUST 30, 20 07, or at such time as
48 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
49 geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

50
51 6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of
52 Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
53 to the Real Estate to Buyer or to Listing Office.

Buyer Initial V, B Buyer Initial _____ Seller Initial JLT Seller Initial [Signature]
Address _____

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(WED) MAY 30 2007 14:58/ST. 14:08/No. 7519478738 P 4

54 **7. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
 55 this Contract, Buyer *[check one]* has has not received a completed Illinois Residential Real Property Disclosure
 56 Report; *[check one]* has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 57 *[check one]* has has not received a Lead-Based Paint Disclosure.

58
 59 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, Special
 60 Service Area tax for the year of closing only, utilities, water and sewer, and homeowner or condominium association
 61 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 62 Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium
 63 Association(s) fees are \$ N/A per N/A (and, if applicable, fees for a Master/Umbrella Association are
 64 \$ N/A per N/A). Seller agrees to pay prior to or at Closing any special assessments (governmental or
 65 association) confirmed prior to Date of Acceptance. Installments due after the year of Closing for a Special Service Area
 66 shall not be a proratable item. The general Real Estate taxes shall be prorated as of the date of Closing based on
 67 105 % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing, except as
 68 provided in Paragraph 20. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or
 69 other exemption, Seller has submitted or will submit in a timely manner all necessary documentation to the Assessor's
 70 Office, before or after Closing, to preserve said exemption(s).

71
 72 **9. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications to
 73 this Contract, other than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval
 74 or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or
 75 proposed modification(s) by any Party shall be in writing. **If written notice is not served within the time specified, this**
 76 **provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to**
 77 **the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties**
 78 **with respect to resolution of proposed modifications, then this Contract shall be null and void.**

79
 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 ~~separately waived), and/or wood destroying insect infestation inspection(s) of said Real Estate by one or more licensed~~
 83 ~~or certified inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects~~
 84 ~~disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the~~
 85 ~~report(s) within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard~~
 86 ~~inspection) after Date of Acceptance. **If written notice is not served within the time specified, this provision shall be**~~
 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, then this Contract shall be null and void. The home inspection shall cover only**~~
 90 ~~major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s),~~
 91 ~~plumbing 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 intended, 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 indemnify Seller~~
 95 ~~and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person~~
 96 ~~performing any inspection(s). Buyer agrees minor repairs and routine maintenance items are not a part of this~~
 97 ~~contingency. If radon mitigation is performed, Seller shall pay for a retest.~~

98
 99 **11. MORTGAGE CONTINGENCY:** Seller *[check one]* has has not received a completed Loan Status
 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 JUNE 20, 2007
 102 for a *[choose one]* fixed adjustable; *[choose one]* conventional FHA/VA other _____

Buyer Initial <u>V. B.</u>	Buyer Initial _____	Seller Initial <u>JRZ</u>	Seller Initial <u>JSZ</u>
Address _____			

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(MED) MAY 09 2007 14:58/ST. 14:58/No. 7510476706 P 5

103 loan of ~~80~~ % OF PURCHASE PRICE 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 8.0 % per annum, amortized over not less than
 105 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. (If
 106 Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If
 107 FHA/VA, 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 inability 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 accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or
 116 closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's
 117 notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon
 118 the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5)
 119 Business Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to
 120 Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to
 121 close the loan.

122
 123 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer's securing evidence of insurability for an
 124 Insurance Service Organization Homeowner 3 (ISO/C3) or applicable equivalent policy at Preferred Premium rates
 125 within ten (10) Business Days after Date of Acceptance. If Buyer is unable 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, Buyer shall be deemed to have waived this contingency and
 128 this Contract shall remain in full force and effect.

129
 130 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure Report,
 131 Buyer shall have the option to declare this Contract null and void 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 Date of Acceptance or within the term specified in
 134 Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall
 135 remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real
 136 Property Disclosure Act.

137
 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 supersede any conflicting terms.~~
 140 ~~(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of~~
 141 ~~the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility~~
 142 ~~easements including any easements established by or implied from the Declaration of Condominium/Covenants,~~
 143 ~~Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions~~
 144 ~~imposed by the Condominium Property Act; installments due after the date of Closing of general assessments~~
 145 ~~established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.~~
 146 ~~(b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special~~
 147 ~~assessments confirmed prior to the Date of Acceptance.~~
 148 ~~(c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as~~
 149 ~~stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same.~~
 150 ~~This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver~~
 151 ~~of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of~~
 152 ~~Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of~~
 153 ~~Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires~~

Buyer Initial <u>V.P.</u>	Buyer Initial _____	Seller Initial <u>JRT</u>	Seller Initial <u>RA</u>
Address _____			

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154 ~~personal appearance of Buyer and/or additional documentation. Buyer agrees to comply with same.~~
 155 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
 156 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained
 157 within the documents would unreasonably restrict Buyer's use of the premises or would result in increased
 158 financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may
 159 declare this Contract null and void by giving Seller written notice within five (5) Business Days after the
 160 receipt of the documents and information required by Paragraph 14 (c), listing those deficiencies which
 161 are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed
 162 to have waived this contingency, and this Contract shall remain in full force and effect.
 163 (e) Seller shall not be obligated to provide a condominium survey.
 164 ~~(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage, if any) is or is insured.~~

166 **15. THE DEED:** Seller 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 Seller (unless
 169 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
 170 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
 171 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate; fence
 172 encroachments, if any.

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 encroachments removed, or have the title insurer commit to insure against loss or damage that may be
 182 caused by such exceptions or encroachments. If Seller fails to have unpermitted 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 Buyer at Closing an Affidavit of Title covering
 185 the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
 186

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 Buyer or Buyer's attorney a Plat of Survey
 189 dated not more than six (6) months prior to the date of Closing, prepared by an Illinois 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 requirements of the appropriate
 193 state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall
 194 have the following statement prominently appearing near the professional land surveyor seal and signature: "This
 195 professional service conforms to the current Illinois minimum standards for a boundary survey". A Mortgage Inspection,
 196 as defined, is not a boundary survey, and is not acceptable.
 197

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.
 204

Buyer Initial <u>V.B.</u>	Buyer Initial _____	Seller Initial <u>JRF</u>	Seller Initial <u>LF</u>
Address _____			

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(MED) MAY 09 2007 16:00/ST. 14:58/No. 7613479729 P 7

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 earnest money) or accepting the Real
 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 Seller agrees to assign to Buyer and deliver to Buyer at
 210 closing. Seller shall not be obligated 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.

212
 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 prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's
 217 attorney at the request of either Party, and Seller's share of such tax liability after reparation 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 reparation exceeds the
 219 amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

220
 221 **21. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any
 222 Governmental body or Homeowner 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 assessment and/or Special Service Area affecting the Real Estate. Seller represents,
 225 however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 226 1. There [check one] is is not a proposed or pending unconfirmed special assessment affecting the Real
 227 Estate not payable by Seller after date of Closing.
- 228 2. The Real Estate [check one] is is not located within a Special Service Area, payments for which will
 229 not be the obligation of Seller after date of Closing.

230 If any of the representations contained herein regarding 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 null 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 shall remain in full force and effect. Seller further
 235 represents that Seller has no knowledge of boundary line disputes, easement, or claims of easement not shown by the
 236 public records, any hazardous waste on the Real Estate or any improvements for which the required permits were not
 237 obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full
 238 in the determination of the most recent real estate tax assessment or which are eligible 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 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and 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.

246
 247 **23. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
 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 Initial <u>V.B.</u>	Buyer Initial _____	Seller Initial <u>JRF</u>	Seller Initial <u>[Signature]</u>
Address _____			

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(MED) MAY 09 2007 15:01/ST. 14:56/No. 7513478799 P 8

255 **26. DIRECTION TO ESCROWEE:** 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 court of competent jurisdiction".
258

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:

- 262 (a) By personal delivery of such Notice; or
- 263 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt
264 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
265 mailing; or
- 266 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
267 provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax
268 Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
269 Business Day after transmission; or
- 270 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
271 that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides
272 written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or
273 commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the
274 effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 275 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
276 following deposit with the overnight delivery company.
277

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 legal 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 Party as ordered by a court of competent jurisdiction. There
281 shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer.
282 Absent an agreement relative to the disbursement of earnest money 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 reasonable attorney fees, related to the filing of the
285 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
286 and demands arising under this paragraph.
287

288 **29. CHOICE OF LAW/GOOD 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.
291

292 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
293 initialed by the Parties which are contained in the following paragraphs and attachments, if any:
294 _____
295 _____

296 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

~~298 **31. SALE OF BUYER'S REAL ESTATE:**~~

299 Initials

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

301 (1) Buyer owns real estate commonly known as (address):
302 _____

303 (2) Buyer ~~(check one)~~ has has not entered into a contract to sell said real estate. If Buyer has entered into a contract to
304 sell said real estate, that contract:
305 _____

~~(a) (check one) is is not subject to a mortgage contingency.~~

Buyer Initial <u>V. B.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial <u>[Signature]</u>
Address _____			

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(WED) MAY 30 2007 16:02/ST. 14:58/No. 7512478738 P 8

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~~(b) [check one] is is not subject to a real estate sale contingency.~~

~~(c) [check one] is is not subject to a real estate closing contingency.~~

~~(3) Buyer [check one] has has not listed said real estate for sale with a licensed real estate broker and in a local multiple listing service.~~

~~(4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [check one]~~

~~(a) Shall list said real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after the Date of Acceptance.~~

~~For information only: Broker: _____ Phone: _____~~

~~(b) Does not intend to list said real estate for sale.~~

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

~~(1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20____. Such contract shall provide for a closing date not later than the Closing Date set forth in this Contract. If written notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If written notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)~~

~~(2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 31 (B) (1) and that contract is in full force and effect, or has entered into a contract for sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20____. If written notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If written notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.~~

~~(3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31 (B) (1) (or after the date of this Contract if no date is set forth in Paragraph 31 (B) (1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31 (D), this Contract shall be null and void as of the date of notice. If written notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.~~

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

~~(1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in subparagraph (B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in Paragraph 31 (B), subject to Paragraph 31 (D).~~

~~(2) Seller's notice to Buyer (commonly referred to as a "kick-out" notice) shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" notice should be sent to Buyer's attorney and real estate agent, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:~~

~~(A) By personal delivery of such notice effective at the time and date of personal delivery; or~~

~~(b) By mailing of such notice to the addresses recited herein for Buyer by regular mail and by certified mail. Notice served by regular mail and certified mail shall be effective at 10:00 A.M. on the morning of the second day following deposit of notice in U.S. Mail; or~~

~~(c) By commercial overnight delivery (e.g., FedEx). Such notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.~~

~~(3) If Buyer complies with the provisions of Paragraph 31 (D) then this Contract shall remain in full force and effect.~~

~~(4) If the contingencies set forth in Paragraph 31 (B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.~~

~~(5) Except as provided in subsections to subparagraph (C) (2) above, all notices shall be made in the manner provided by~~

Buyer Initial V. D. Buyer Initial _____ Seller Initial [Signature] Seller Initial [Signature]
Address _____

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360 ~~Paragraph 27 of this Contract.~~

361 (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's attorney or representative.
362 (D) **WAIVER OF PARAGRAPH 31 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph
363 31 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
364 earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the
365 waiver shall be deemed ineffective and this Contract shall be null and void.
366 (E) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in
367 Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

368
369 **22. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
370 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
371 _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be
372 null and void. Notice to the Purchaser under the prior contract should not be served until after Attorney Review and
373 Professional Inspections provisions of this Contract have expired, been satisfied or waived.

374
375 **23. CLOSING COST CREDIT:** Provided Buyer's lender permits such credit to show on the HUD-1
376 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to Buyer
377 \$ _____ at closing.

378
379 **24. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms),
380 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on
381 the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer shall be responsible for any administrative fee (not
382 to exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no
383 sooner than ten (10) Business Days prior to the anticipated Closing date.

384
385 **25. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable;
386 Buyer may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as
387 determined by the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the
388 option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA,
389 the Mortgage Insurance Premium (MIP) shall be paid by Buyer and ~~neither~~ shall shall not be added to the mortgage
390 loan amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00. Required FHA or
391 VA amendments shall be attached to this Contract. It is expressly agreed that notwithstanding any other provisions of this
392 Contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture
393 of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA requirements, a written
394 statement by the Federal Housing Commissioner setting forth the appraised value of the property (excluding Closing costs) of not
395 less than \$_____. Buyer shall have the privilege and option of proceeding with the consummation of the
396 Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum
397 mortgage the Department of Housing and Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the
398 value nor the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are
399 acceptable.

400
401 **26. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for
402 interim financing on or before _____, 20____ in the amount of \$_____. If Buyer is unable
403 to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be
404 null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties
405 and this Contract shall remain in full force and effect.

406
407 **27. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's expense a well
408 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test (and
409 lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
410 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well
411 and water supply and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy any
412 defect or deficiency disclosed by said report(s) prior to Closing; provided that if the cost of remedying a defect or deficiency and the
413 cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost,
414 then this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller's

Buyer Initial <u>V.B.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial <u>[Signature]</u>
Address _____			

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(WED) MAY 09 2007 15:08/ST. 14:58/No. 7512479798 P 11

415 ~~expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a~~
416 ~~mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall~~
417 ~~deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day prior to Closing.~~

418
419 **38. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10, within ten
420 (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more
421 than six (6) months prior to the date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the
422 subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects.
423 Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has
424 the option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this Contract null and void.
425 This paragraph shall not apply to condominiums or to newly constructed property having been occupied for less than one year
426 following completion of construction.

427
428 **39. POST CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the date that
429 is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability
430 insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing
431 with _____ ~~lease one/~~ one percent (1%) of the Purchase Price or the sum of \$
432 _____ to be paid by Escrowee as follows: a) The sum of \$ _____ per day for use and occupancy from and including the
433 day after Closing to and including the day of delivery of possession, if on or before the Possession Date; b) The amount per day
434 equal to five (5) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this
435 paragraph that Seller remains in possession of the real estate; and c) The balance, if any, to Seller after delivery of possession and
436 provided that the terms of Paragraph 22 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount
437 of the possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship
438 between the Parties.

439
440 **40. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal
441 property in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
442 respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known
443 defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the
444 property available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against
445 any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the
446 inspection reveals that the condition of the improvements, fixtures or personal property to be conveyed or transferred is
447 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance, this Contract
448 shall be null and void. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to
449 terminate this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges the
450 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

451
452 **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
453 _____ (Licensee) acting as a Dual Agent in providing brokerage services
454 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

455
456 **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
457 _____ ability of the Sellers to enter into a firm & binding Contract satisfactory to the Sellers in the purchase/lease of a new residence in Seddbrook, Ct. _____ Buyer's specified party
458 within _____ Business Days after the Date of Acceptance. In the event _____ Buyer's specified party _____ not approve of the Real
459 Estate and written notice is given to Seller within the time specified, this Contract shall be null and void. If written notice is
460 not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in
461 full force and effect. *this contingency is not satisfied

462
463 **43. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties
464 entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms
465 as either Party may deem necessary, providing for one or more of the following: (check applicable box(es))
466 Assumption of Seller's Mortgage New Construction
467 Commercial/Investment/Straker Exchange Vacant Land
468 Cooperative Apartment Articles of Agreement for Deed or Purchase Money Mortgage

Buyer Initial V. G. Buyer Initial _____ Seller Initial JPT Seller Initial [Signature]
Address _____

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(WED) MAY 30 2007 15:04/ST. 14:59/No. 7512479798 P 12

469 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
470 PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

471
472 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
473 Real Estate Contract 4.0.

474 Date of Offer MAY 31, 20 07 DATE OF ACCEPTANCE MAY 31 20 07

476 Buyer Signature _____ Seller Signature [Signature]

477 Buyer Signature _____ Seller Signature [Signature]

479 Print Buyer(s) Name(s) [Required] VLADISLAV BAZER Print Seller(s) Name(s) [Required] JAMES FINNELLY & LYNN FINNELLY

481 614 W. MEADOW LANE Address 1602 FERNDALE AVE.

483 Address ROUND LAKE IL 60073 Address NORTHBROOK IL 60062

484 City State Zip City State Zip

485 Phone E-mail Phone E-mail

486
487
488 **FOR INFORMATION ONLY**

489 NONE Listing Office _____ MLS # _____

490 Buyer's Designated Agent _____ MLS # _____

491 Phone Fax Phone Fax

492 E-mail _____ E-mail DANIELE ZIEMBA P.O. BOX 231, DEERFIELD, IL 60015

493 Buyer's Attorney _____ E-mail _____

494 847-883-0006 847-883-0007 847-245-7050 847-945-6795

495 Phone Fax Phone Fax

500 DR FUNDING, INC Mortgage Company _____ Phone _____

501 ALLA BARBON Loan Officer _____ Fax _____

502 Homeowner's Condo Association (if any) _____ Phone _____

503 Management Co./Other Contact _____ Phone _____

504
505

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507 portion thereof is prohibited. Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

508
509 *Approved by the following organizations February 2006.*

510 Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®,
511 DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of
512 REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of
513 REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland, REALTOR®
514 Association of West/South Suburban Chicagoland, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®

515
516
517
518
519

520 Seller Rejection: This offer was presented to Seller on _____ 20 _____ at _____ : _____ AM/PM
521 and rejected on _____ 20 _____ at _____ : _____ AM/PM
522 _____ (Seller initials) _____ (Seller initials)

523 PDF Version 4.0.2 - 5/2/06

Buyer Initial V. B. Buyer Initial _____ Seller Initial [Signature] Seller Initial [Signature]
Address _____

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ILLINOIS ASSOCIATION OF REALTORS



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 1602 FERNDAL AVE., NORTHBROOK, IL 60062

Seller's Disclosure (initial)

- (a) Preference of lead-based paint and/or lead-based paint hazards (check one below):
- ~~Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):~~
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
- ~~Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):~~
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
- ~~Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or~~
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller <u>James Minnelly</u>	Date <u>5/31/07</u>	Purchaser <u>Vladislav Bazer</u>	Date <u>5/31/07</u>
Seller <u>Ann Minnelly</u>	Date <u>5/31/07</u>	Purchaser _____	Date <u> </u> / <u> </u> / <u> </u>
Agent _____	Date <u> </u> / <u> </u> / <u> </u>	Agent _____	Date <u> </u> / <u> </u> / <u> </u>

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Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 1602 FERNDALE AVE.
City, State & Zip Code: NORTHBROOK, IL 60062
Seller's Name: JAMES FINNELLY & LYNN FINNELLY

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of MAY 2007, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |

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Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.
Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used:

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: James Finnelly *James Finnelly* Date: 5/31/07
Seller: Lynn Finnelly *Lynn Finnelly* Date: 6/3/07

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: Vladislav Buzer *Vladislav Buzer* Date: 05-31-07 Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

Property of Cook County Clerk's Office

04	10	102	024	131	25188
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANTY CODE

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1994 DIVISION
CODE CHANGE

Block _____ Parcel _____

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION
VOLUME

AREA	SUB-AREA	BLOCK	PARCEL	UNIT	TAX CODE
04-	10-	102-	024		131 25188

ASSRS DIV
R.S HAMBLY & COS FOREST VISTA SUB PRT
33FT VAC ST E&ADJ

SEC	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
10	42	12		B	6	
			24)	3		
			24)			

445

Property of Cook County Clerk's Office