0809247176

Doc#: 0809247176 Fee: $76.50
Eugene "Gene" Moore RHSP Fee:$10.00
Cook County Recorder of Deeds
Date: 04/01/2008 02:25 PM Pg: 1 of 21

SEND TO:

"Lowstine Miller"

1-708 785-3476

8541 SO STATE
Chgo Il. 60621

TICOR TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ORDER NO.: 2000 000632897 CH

SCHEDULE A (CONTINUED)

YOUR REFERENCE: 963 E 164TH CT

EFFECTIVE DATE: October 20, 2007

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 6 IN PARKVIEW SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 7 IN PARKVIEW SUBDIVISION AFOREDESCRIBED, LYING NORTHEASTERLY OF A LINE DRAWN FROM THE MOST NORTHEASTERLY CORNER OF SAID LOT 7 TO A POINT ON THE EAST LINE OF SAID LOT 7, DISTANT 19.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, IN SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 29-23-108-043-0000

ADDENDUM "A"
FIRST ADDENDUM TO CONTRACT

INDYMAC BANK ASSET NUMBER: 1345U Seller Indymac Bank FSB

Buyer: L. C. Miller Buyer X

Property Address: 513 EAST 164TH CT City/State SOUTH HOLLAND IL 60473
"a/k/a/ Subject Property"
Date 12/11/2007 (of even date with contract of purchase attached hereto)

## BUYER(S) AND SELLER AGREE AS FOLLOWS:

**(A) OFFER AND ACCEPTANCE:**

Buyer is aware of the following: (i) Seller has reserved the right to make multiple counter-offers on this property; (ii) Seller reserves the right to continue to offer the Property for sale until this offer has been formally accepted in writing; (iii) acceptance of the offer or any counter-offers hereto is subject to Indymac Bank FSB's Executive Committee's approval; (iv) This offer shall expire on 12/11/07 at 5:00 PM CST. Any decision as to Buyer's acceptance of this offer shall be approved by Indymac Bank FSB's Executive Committee. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this offer to Seller, or Seller's agent shall revoke this counter-offer. Communication of acceptance of this counter-offer must be received by Seller in writing prior to the expiration of the time frame specified above and may be in the form of a facsimile, e-mail, or hard copy via mail so long as receipt of delivery can be confirmed.

**(B) RECAP OF CONTRACT TERMS AND "DEFINITIONS":**

(i) Sale Price to be $ ~~185,000~~ ~~185,000~~ LM 180,000 LM
(ii) Earnest Money Deposit [hereinafter to be referred to as "Earnest Money Deposit or Initial Deposit"] to be $ 2,000 at the signing of contract.
(iii) Additional deposit(s) [hereinafter to be referred to as "Additional Deposit"] of $ — shall also be required upon the removal of all inspection contingencies. $175,000 LM
(iv) Balance of the Sales price in the amount of $ ~~183,000~~ to be paid by wire transfer at closing.
(v) Definition of DEPOSIT: "DEPOSIT" shall be used to refer to the sum/totality/combination of the Earnest Money Deposit, Additional Deposit(s) and any other subsequent deposits held in escrow or otherwise intended to be applied toward Sales price. The DEPOSIT is considered to be "hard money" and non-refundable with the exception of the financing contingency and other exceptions as may be defined later herein.
(vi) Definition of COSTS: Any amounts incurred by Buyer in connection with the purchase of the Subject Property, the Contract, and/or the Addendum, including but not limited to attorney's fees, inspection fees, title search fees, or repair costs. A Buyer's Expense, as defined in Paragraph F(ii) does not fall into the definition of Costs.
(vii) Definition of BUYER: All Buyers on the Contract and Addendum shall be collectively referred to as "Buyer".
(viii) Closing date on or before Feb 18, 2008

**(C) CONFLICT BETWEEN SALES CONTRACT AND FIRST ADDENDUM TO CONTRACT:** In the event any provision of this First Addendum To Contract [hereinafter to be referred to as "Addendum"] dated 12/11/2007 conflicts in whole or in part with any other of the terms of the sales contract [hereinafter to be referred to as "Contract"] between Buyer and Seller, then the provisions of the First Addendum shall control.

LM (Buyer)

(D) ASSIGNMENT OF CONTRACT: Buyer shall neither assign its rights nor delegate its obligations hereunder without obtaining Seller's prior written consent, which may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under this Contract. If Buyer attempts to or actually assigns or delegates the Contract and/or Addendum without obtaining Seller's prior written consent, then both the Contract and Addendum may be deemed null and void at Seller's discretion. In the event that Seller chooses to nullify the Contract and Addendum for this reason, then Seller shall not be required to refund Deposit or Costs to Buyer.

(E) NO REPRESENTATIONS OR WARRANTIES; PROPERTY SOLD "AS IS"
Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Contract) is being sold as-is, where-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by the Seller through foreclosure action, therefore, the Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the Property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition, pool or related equipment. Seller makes no representations or warranties as to any of the above, the condition of the Property, the Property's systems, the serviceability or fitness for a particular use of the Property or any component of the Property. Buyer agrees that in contracting to buy the Property, Buyer has not relied to their detriment upon any representation or warranty made by the Seller, any parent, subsidiary or affiliate thereof, or any of its officers, directors, employees, agents or representatives.

(F) FINANCING CONTINGENCY
(1) Sale Contingent on Mortgage Financing 175,000 2M

(i) Deadline for Commitment: This Contract is subject to the condition that on or before the deadline (hereinafter to be referred to as "Deadline") of 2/12/08, Buyer shall secure, or there shall be made available to Buyer, a written commitment for a loan to be secured by a mortgage or deed of trust on the property in the amount of $ 180,500, or such lesser sum as Buyer accepts. If Financing Declined Notification is provided by close of Deadline date, then this Contract shall become null and void and Deposit shall be returned to Buyer. If neither a Commitment nor a Notification is provided by close of Deadline date, then this contract shall remain in full force and affect without any loan contingencies.

(ii) Buyer's Expense: Buyer shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Any delays caused by Buyer's Lender, whether a result of Buyer's conduct or not, shall constitute a default by Buyer.

(iii) Buyer's Authorization for Lender: Buyer hereby authorizes the Lender (and/or its successors and assigns) to discuss with Indymac Bank FSB the buyers loan application including, but not limited to, the buyer's credit history (including Credit Report), income, debts and the progress of the entire loan application.

(iii) Buyer's Authorization for Indymac Bank : Buyer hereby authorizes Indymac Bank FSB or other investigative agency employed by Indymac Bank FSB to investigate buyers ability to purchase under the terms and conditions of the contract to purchase and Addendum A including but not limited to the ordering of a credit history from a credit reporting agency and discussion of buyers loan application with the Lender and or their successors or assigns. Buyer shall be entitled, upon request, to a complete and accurate disclosure of the nature and scope of any investigation.

(Buyer's Initials)

(___)/(___) (2) All Cash Transaction
This is an all-cash sale and purchase, and is NOT contingent upon Buyer's obtaining financing for the purchase of the Property regardless of any mortgage loan application made by the Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor the Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligation under this Contract. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property. If Buyer is unable to submit cash at time of closing date to Seller, then Seller shall be entitled to retain the Deposit.

(G) CLOSING COSTS
Buyer agrees to pay all allowable closing costs on behalf of the Buyer, including the cost of a lenders title insurance policy if applicable. Buyer understands that they may also have to pay certain prepayable expenses, including, but not limited to, adjustments for short term interest, taxes, water and sewer charges, insurance, MIP or PMI. Buyer understands that if they obtain an FHA or PMI mortgage, the MIP or PMI premium will be added to the mortgage amount and increase their monthly payment. Buyer will pay to Indymac Bank a document review fee of Seventy Five Dollars ($75.00). This fee will be collected by the Closing Agent/Attorney and is to be disbursed by check to Indymac Bank REO Dept.
Attent: ____________________ 7700 West Parmer Lane, Bldg D Austin TX 78729

(H) INSPECTIONS
Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this offer, shall have the opportunity to inspect the Property including, but not limited to, environmental, asbestos, radon gas, lead paint, mold, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and boundary surveys. Any and all costs and expenses associated with this inspection shall be referred to as "inspection costs". If the sale fails to close due to an issue stemming from this inspection, Seller shall not be required to reimburse Buyer for inspection costs. Seller does not supply "surveys, boundary surveys or footprint surveys".

BUYER IS ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS PRIOR TO THE END OF THE SEVEN (7) CALENDAR DAY INSPECTION PERIOD AS THE EXISTENCE OF CERTAIN CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE, COULD CAUSE SERIOUS HEALTH PROBLEMS AND/OR A SUBSTANTIAL REDUCTION IN PROPERTY VALUE. Buyer is hereby notified and agrees that Buyer is solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to a condition in, on or around the property.

If Buyer does not give to Seller written notice of cancellation, for any reason, by the close of business on the deadline of the inspection period as defined by the Sales Contract [hereinafter "Inspection Period deadline"] between Buyer and Seller, then Buyer shall conclusively be deemed to have: (i) completed all inspections, investigations, review of applicable documents and disclosures and removed all contingencies; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Buyer timely objects to the condition of the Property by the Inspection Period deadline, then Buyer, at their sole option, may terminate this contract and neither party shall have any further obligations herein. As a condition to Buyer's termination under the inspection period, Buyer agrees to submit any and all written reports as to such inspections within three (3) calendar days following the close of the Inspection Period Deadline after which time Seller will immediately refund the Deposit to Buyer.

(Buyer's Initials)

(I) SELLER'S UNLIMITED RIGHT TO CANCEL CONTRACT AND/OR ADDENDUM:
AT ANY TIME AFTER THE EXECUTION BY SELLER OF EITHER THE CONTRACT OR THE ADDENDUM, SELLER SHALL HAVE THE UNLIMITED RIGHT, AND AT ITS COMPLETE DISCRETION, TO ELECT TO DEEM THE SALES CONTRACT AND/OR ADDENDUM BETWEEN BUYER AND SELLER NULL AND VOID AND NOT CLOSE THE TRANSACTION FOR ANY REASON AND THE PARTIES SHALL BE RESTORED TO THEIR ORIGINAL POSITIONS AS IF THE CONTRACT AND ADDENDUM NEVER EXISTED. SHOULD SELLER EXERCISE ITS DECISION TO NULLIFY THE CONTRACT AND/OR ADDENDUM, THEN SELLER SHALL RETURN THE DEPOSIT, AS DEFINED IN PARAGRAPH B(5) TO BUYER. HOWEVER, IT IS SELLER'S SOLE DECISION AS TO WHETHER OR NOT IT WILL REIMBURSE BUYER FOR ANY COSTS AS DEFINED IN PARAGRAPH B(6) OR OTHERWISE. THE BUYERS AGREE THAT SHOULD SELLER CANCEL THE SALE FOR ANY REASON THAT THEY WAIVE THEIR RIGHT TO SUE FOR SPECIFIC PERFORMANCE AND/OR DAMAGES AND FULLY RELEASE SELLER AS FURTHER SET FORTH IN RELEASE CONTAINED WITHIN PARAGRAPH W HEREIN.

(Buyer's Initials) (Buyer's Initials)
I HAVE READ THIS PARAGRAPH AND I AM INITIALING TO VERIFY THAT I ACCEPT IT AS PART OF THE CONTRACT AND ADDENDUM.

(J) REPAIRS
Any repairs to the Property identified by Buyer or which may be required by any lending institution to which Buyer may have applied ("Repairs") are the responsibility of the Buyer. The Seller will be under no obligation whatsoever to make any Repairs to the Property. Buyer agrees not to enter the Property prior to Closing for the purpose of making any repairs or alterations without Sellers express written consent.

(K) LIQUIDATED DAMAGES-DEPOSIT
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF BUYER HAS NOT TERMINATED THIS AGREEMENT AND IF THE SALE OF THE PROPERTY TO BUYER HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHT AND BUYER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF BUYER INTERFERES WITH OR MAKES ANY ATTEMPT TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTIONS TO ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO BUYER AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST BUYER PROVIDED AT LAW AND IN EQUITY, AND SELLER SHALL HAVE THE RIGHT TO REQUIRE THAT BUYER SPECIFICALLY PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT.

(Buyer's Initials)

(L) SELLER'S CLOSING COSTS AND BROKERAGE COMMISSION

If ~~necessary to complete a transaction,~~ Seller will contribute up to:
~~(i) $____~~ towards Buyer's non-recurring closing costs, discount points, and, if applicable, Buyer's Non-allowable FHA/VA costs; (ii) $ 400 as a credit to Buyer at closing for Buyer to purchase a Home Protection Plan; and (iii) $ 150 towards a termite report.

Seller will pay a brokerage commission in accordance with the listing agreement between the listing broker and the seller. The selling broker, if any, is recognized below. Seller hereby instructs the closing agent to pay the brokerage commission at closing via separate checks made out to the following companies in the following amounts:

Listing Broker Fee: Payable to:__________________ Amount: $ 450
Selling Broker Fee: Payable to: RE/MAX Excellence Amount: $ 2.5% of Purchase Price

(M) TRANSFER OF TITLE AND SUBSEQUENT NOTICE OF COSTS/LIENS/ASSESSMENTS
Seller will transfer title by means of a special or limited warranty deed, or an equivalent thereof (the "Deed"). The acceptance of the Deed by the Buyer will be deemed to constitute full compliance by the Seller with all of the terms and conditions of the Contract and this First Addendum. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner association fees and charges, utility charges or any other charges not readily obtainable from a title search prior to closing. SPECIFICALLY, IF AT ANY TIME AFTER THE DATE OF CLOSING, THE BUYER OR THEIR ASSIGNS OBTAIN ACTUAL OR CONTRUCTIVE NOTICE OF ANY COSTS/LIENS/ASSESSMENTS/JUDGMENTS ASSOCIATED WITH THE SUBJECT PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING, INCLUDING BUT NOT LIMITED TO CODE VIOLATIONS, TAXES, UTILITY LIENS, CONDOMINIUM ASSESSMENTS, THE BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND RELEASES SELLER FOR ANY AND ALL LIABILITY IN CONNECTION THERETO, WHETHER OR NOT THE SELLER OWNED THE PROPERTY AT THE TIME SAID COSTS WERE ASSESSED OR INCURRED AND WHETHER OR NOT SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SAID COSTS/LIENS/ASSESSMENTS/JUDGMENTS. Buyer is responsible for verifying any possible liens/judgments/assessments that may not be of record and releases Seller from any and all liability and as also set forth in the Release contained herein in Paragraph W. None of the provisions of the Contract or the First Addendum will survive the delivery of the Deed.

(N) TITLE AGENT
Seller shall pay the title examination fee and the premium for the title insurance policy and SELLER shall also select the title agent issuing same. Buyer shall pay their customary closing fee to the closing/title agent. If buyer obtains a mortgage loan in connection with this purchase, the buyer will pay any premium of a mortgagee title policy. The buyer is entitle to legal representation at the closing and may elect to have such representation at buyers expense. All closing transactions will be held at a time and location selected by seller. It is the sellers intent to deliver an owner's title insurance policy in lieu of an abstract in the customary abstract states. The buyer hereby accepts the title insurance in lieu of an abstract if applicable.

(O) INSURANCE POLICIES
Seller's insurance policies on the subject property of the closing are not transferable, and will not be prorated at Closing.

(Buyer's Initials)

(P) TITLE DEFECTS
In the event that a title defect is discovered prior to closing date, then Seller shall have the unlimited right to be entitled to a thirty (30) day extension within which to resolve any title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. This additional period thirty (30) day period shall hereinafter be referred to as "Extended Closing Period". If, within such Extended Closing Period, the Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters then the buyer may elect to: (1) take title to the subject property in its then state, thereby waiving any title objections, or (2) terminate the contract and receive a refund of the Deposit as defined in Paragraph B(5) which is Buyer's sole and exclusive remedy against Seller for Seller's inability to deliver clear and marketable title and fully releases seller as fully set forth in Paragraph W contained herein.

✓ (Q) (____)/(____) LEAD-BASED PAINT CONTINGENCY
Buyer's obligation to close this transaction is contingent upon Buyer conducting a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, at the Buyer's sole cost and expense, on or before 5pm eastern time on that date ten (10) days from the Contract Date (the "LBP Test Period"). Intact lead-based paint that is in good condition is not necessarily a hazard (see the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the expiration of the LBP Test Period unless Buyer delivers to Seller written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's sole discretion, within ten(10)days after delivery of the notice, elect in writing whether to correct the condition(s) prior to settlement. If Seller elects to correct the condition, Seller shall, upon completion of the correction(s), furnish to Buyer certification from a risk assessor or inspector demonstrating that the condition has been remedied. If Seller does not elect to make the repairs, or if Seller counter-offers, Buyer shall have five (5) days to respond to the counter-offer or remove this contingency and take the Property in "as is" condition or this Agreement shall become void. Buyer may remove this contingency at any time without cause.

✓ (R) (____)/(____)WAIVER OF LEAD-BASED PAINT INSPECTION PERIOD; SELLER'S REPRESENTATIONS
Buyer acknowledges that it has had the opportunity to undertake studies, inspections or investigations of the Property as Buyer deemed necessary to evaluate the presence of lead-based paint and/or lead-based paint hazards on the Property. To the extent that Buyer has waived or otherwise declined the opportunity to undertake such inspections and investigations as a condition to the completion of the Closing under the terms of this Agreement, Buyer has knowingly and voluntarily done so. Buyer understands and acknowledges that the Property may have been built prior to 1978 and lead-based paint and/or lead-based paint hazards may be present on the Property. In accordance with the Section 1018 of Title X, the Residential Lead-Based Paint Hazard Reduction Act of 1992, attached to this Agreement as Exhibit "H" and made part hereof, Seller attaches the Disclosure of Information on Lead Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement. Seller shall have no responsibility or liability with respect to any such occurrence of lead-based paint. It is understood by the parties that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller or its agents, including, without limitation, any environmental audit or report. Buyer acknowledges that Seller and Seller's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Buyer agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.

(Buyer's Initials)

(S) <u>CLOSING DATE / TIME OF THE ESSENCE</u>
It is agreed that time is of the essence with respect to all dates specified in the Contract and any addenda, riders or amendments thereto. This means that all deadlines are intended to be strict and absolute. In the event Buyer fails to close on the scheduled closing date through no fault of the Seller, Seller may, in its discretion, agree to extend the closing date for up to 10 days. In the event seller agrees to extend the closing date, buyer shall pay, in addition to the Sale Price, a (1) $300.00 fee for the extension, and (2) a per diem penalty of $100.00 ($150.00 per diem if this is a cash offer) for each day that the closing day is extended to the maximum of 10 days. In addition, there shall be a per diem penalty of $20.00 deducted from the selling broker's commission for each day that the closing is extended beyond the scheduled closing date.
Buyer assumes all liability in providing all necessary information to their lender. Furthermore, Buyer shall instruct their lender and attorney to work in conjunction with the brokers to ensure a timely closing. The Broker and Co-Broker if applicable, shall assume all responsibility for follow-up with the Buyer, any lender or mortgage representative involved in financing this transaction, and either party's attorney and/or title company to ensure that there is no delay in closing. Purchaser will not be given possession, or may not occupy the premises prior to closing and disbursement of sale proceeds.

(T) <u>NO ALTERATIONS PERMITTED WITHOUT PRIOR CONSENT:</u> Purchaser shall be considered in default of the Contract of Sale in the event Purchaser occupies or alters the property or permits it to be altered unless provided for in the Contract for Sale or unless prior written consent has been obtained from the Seller. Buyer shall be required to return the subject property to its original condition, at their own expense, should Seller so request in writing.

(U) <u>TERMINATION OF CONTRACT</u>
In the event the Contract is terminated by Seller pursuant to any provision of the Contract, this First Addendum, any other addendum, or in the event Seller is otherwise unable to or elects not to perform this contract, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another.

(V) <u>SEVERABILITY</u>
If any provisions of this Addendum shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Addendum or the Sales Contract.

(Buyer's Initials)

(W) RELEASE:
In consideration of the sale of the Property to the Buyer, and/or in consideration of Seller paying title examination fee and the premium for the title insurance policy, receipt of which is hereby acknowledged, upon the effective date of the Contract. Buyer does hereby release and agree to indemnify, hold harmless and forever discharge the Seller, as owner of the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Buyer may now have or at any time in the future including but not limited to the Offer and Acceptance (Paragraph A), the Conflict Provision (Paragraph C), Assignment issues (Paragraph D), Representations (Paragraph E), Financing Contingency (Paragraph F ), Inspection issues (Paragraph H ), Seller's exercise of its unlimited right to cancel Contract and Addendum (Paragraph I ), Repairs (Paragraph J), Seller's definition of liquidated damages (Paragraph K ), Subsequent Notice of Liens (Paragraph M), Seller's ability to Transfer Title (Paragraphs N and P ), Repairs, Lead Based Contingency issues (Paragraphs Q and R ), and Prohibition on Alterations to Property (Paragraph T). Buyer further expressly waives the (a) remedy of specific performance on account of Seller's default under this Agreement for any reason, and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of this Property.

Seller: Kasey Moes, IndyMac Bank, Senior Asset Manager Date 1-9-2008
INDYMAC BANK FSB

Buyer: L C Miller Date ____________

Name Printed: L. C. Miller

Buyer: ____________ Date ____________

Name Printed: ____________

Listing agent:

Signature: C Allen Date 12/14/07

Name Printed: CHRISTOPHER ALLEN / KELLER WILLIAMS REO DEPT

Buyer's agent:

Signature: Cimena Cummings Date 12/11/2007

Name Printed: Cimena Cummings

REALTOR®

# MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 4.0

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

Buyer(s) *(Please Print)* L. C. Miller

Seller(s) *(Please Print)* Owner of Record

If Dual Agency applies, complete Optional Paragraph 41.

**2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 50 x 150 commonly known as: 963 E. 164th St, South Holland IL 6047[illegible]
Address City State Zip

Cook ____ 29231080430000
County Unit # (If applicable) Permanent Index Number(s) of Real Estate

If Condo/Coop/Townhome Parking is Included: # of space(s) ____; identified as Space(s) # ____
*(check type)* ☐ deeded space; ☐ limited common element; ☐ assigned space

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

| | | | |
|---|---|---|---|
| __ Refrigerator | X All Tacked Down Carpeting | X Fireplace Screen(s)/Door(s)/Grate(s) | X Central Air Conditioning |
| __ Oven/Range/Stove | X All Window Treatments & Hardware | X Fireplace Gas Logs | __ Electronic or Media Air Filter |
| __ Microwave | X Built-in or Attached Shelving | X Existing Storms & Screens | __ Central Humidifier |
| __ Dishwasher | X Smoke Detector(s) | X Security System(s) (owned) | X Sump Pump(s) |
| __ Garbage Disposal | X Ceiling Fan(s) | __ Intercom System | __ Water Softener (owned) |
| __ Trash Compactor | __ TV Antenna System | __ Central Vac & Equipment | __ Outdoor Shed |
| __ Washer | __ Window Air Conditioner(s) | __ Electronic Garage Door Opener(s) with all Transmitter(s) | __ Attached Gas Grill |
| __ Dryer | __ Planted Vegetation | __ Invisible Fence System, Collar(s) and Box | X Light Fixtures, as they exist |
| __ Satellite Dish | __ Outdoor Playsets | | X ~~Home Warranty~~ |

Other items included: Sold As - Where is
Items NOT included: ____
Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except: ____
A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

**4. PURCHASE PRICE:** Purchase Price of $ 180,000 shall be paid as follows: Initial earnest money of $ 2000 by ☒ check, ☐ cash OR ☐ note due on ____, 20__ to be increased to a total of $ ____ by ____, 20__. The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

**5. CLOSING:** Closing or escrow payout shall be on Feb 18, 2008, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

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

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| *Buyer Initial* LCM | *Buyer Initial* ____ | *Seller Initial* [illegible] | *Seller Initial* ____ |
| *Address* | | | |

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

8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, Special Service Area tax for 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 $______ per ______ (and, if applicable, fees for a Master/Umbrella Association are $______ per ______). Seller agrees to pay prior to or at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. Installments due after the year of Closing for a Special Service Area shall not be a proratable item. The general Real Estate taxes shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has submitted or will submit in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said exemption(s).

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

10. PROFESSIONAL INSPECTIONS: Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation inspection(s) of said Real Estate by one or more licensed or certified inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of Acceptance. **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 full force and effect. If prior to the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to resolution of inspection issues, then this Contract shall be null and void.** The home inspection shall cover only major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. The fact that a functioning component may be at the end of its useful life shall not render such component defective for the purpose of this paragraph. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). **Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.** If radon mitigation is performed, Seller shall pay for a retest. Seller [illegible]

11. MORTGAGE CONTINGENCY: Seller *[check one]* ☐ has ☒ has not received a completed Loan Status Disclosure (see page 11). This Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before Feb 12, 2008 for a *[choose one]* ☒ fixed ☐ adjustable; *[choose one]* ☐ conventional ☒ FHA/VA ☐ other ______

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| *Buyer Initial* [illegible] | *Buyer Initial* | *Seller Initial* [illegible] | *Seller Initial* |

*Address*

loan of $ 180,000 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed Mkt % per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 1 % of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If FHA/VA, complete Paragraph 35.) (If closing cost credit, complete Paragraph 33.) Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance. Failure to do so shall constitute an act of Default under this Contract. **If Buyer, having applied for the loan specified above, is unable to obtain such loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If written notice of inability to obtain such loan commitment 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.** Unless otherwise provided in Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

12. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer's securing evidence of insurability for an Insurance Service Organization Homeowner's (ISOHO3) or applicable equivalent policy at Preferred Premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void. 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.**

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

14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede 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 amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/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 assessments 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 special 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 Seller shall diligently 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

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| Buyer Initial [initials] Address | Buyer Initial ______ | Seller Initial [initials] | Seller Initial ______ |

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 or 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) Seller 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.

15. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

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

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

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

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

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

**21. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

1. There *[check one]* is ☐ is not ☒ 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 ☐ is not ☒ located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

**If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement tax exemption.

**22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

**23. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

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

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

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| *Buyer Initial* EBM | *Buyer Initial* ______ | *Seller Initial* ______ | *Seller Initial* ______ |
| *Address* | | | |

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

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

(a) By personal delivery of such Notice; or
(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 herein, Notice served by certified mail shall be effective on the date of mailing; or
(c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted 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-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment 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 Notice is the first hour of the next Business Day after transmission; or
(e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

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

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

____

THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

____ 31. SALE OF BUYER'S REAL ESTATE:
Initials

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:
(1) Buyer owns real estate commonly known as (address): ____

(2) Buyer *[check one]* ☐ has ☐ has not entered into a contract to sell said real estate. If Buyer has entered into a contract to sell said real estate, that contract:
(a) *[check one]* ☐ is ☐ is not subject to a mortgage contingency.

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| *Buyer Initial* ____ | *Buyer Initial* ____ | *Seller Initial* ____ | *Seller Initial* ____ |
| *Address* ____ | | | |

(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: ______________________________
Broker's Address: ______________________________ 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

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Paragraph 27 of this Contract.
(6) Buyer waives any ethical objection to the delivery of notices under this paragraph by Seller's attorney or representative.

(D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 31 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of $________ earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

(E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

________ **32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before ________, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspection provisions of this Contract have expired, been satisfied or waived.

________ **33. CLOSING COST CREDIT:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to Buyer $ 6,000 at closing.

________ **34. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer shall be responsible for any administrative fee (not to exceed $100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.

________ **35. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as determined by the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and (check one) ☒ shall ☐ shall not be added to the mortgage loan amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed $200.00. Required FHA or VA amendments shall be attached to this Contract. It is expressly agreed that notwithstanding any other provisions of this Contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner setting forth the appraised value of the property (excluding Closing costs) of not less than $ 180,000. Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

________ **36. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before ________, 20____ in the amount of $________. If Buyer is unable to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void. 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 full force and effect.

________ **37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's expense a well 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 lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing; provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, then this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a

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| *Buyer Initial* ________ | *Buyer Initial* ________ | *Seller Initial* ________ | *Seller Initial* ________ |
| *Address* | | | |

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

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

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|---|---|
| 12/11 2007 | 1-9-08 20__ |
| Date of Offer | DATE OF ACCEPTANCE |
| Buyer Signature | Seller Signature |
| Buyer Signature | Seller Signature Kasey Moes IndyMac Bank |
| L.C. Miller | |
| Print Buyer(s) Name(s) *[Required]* | Print Seller(s) Name(s) *[Required]* Asset Manager |
| 1004 E. 170th St | |
| Address | Address |
| So Holland Il 60473 | |
| City State Zip | City State Zip |
| Phone E-mail | Phone E-mail |

*FOR INFORMATION ONLY*

| | |
|---|---|
| RE/MAX Excellence 52220 | Keller Williams 61080 |
| Selling Office MLS # | Listing Office MLS # |
| Cimeria Cummings 025388 | Chris Allen 215277 |
| Buyer's Designated Agent MLS # | Seller's Designated Agent MLS # |
| 708/596-9667 x236 708/596-9609 | 708-798-1111 708-798-1136 |
| Phone Fax | Phone Fax |
| Realestate4sale@msn.com | Chrisworkshard4u@msn.com |
| E-mail | E-mail |
| Sharon Boggs | |
| Buyer's Attorney E-mail | Seller's Attorney E-mail |
| 773 233 6600 773 233 6648 | |
| Phone Fax | Phone Fax |
| 847 768-0000 | |
| Mortgage Company Phone | Homeowner's/Condo Association (if any) Phone |
| Jim Chelmowski | |
| Loan Officer Fax | Management Co./Other Contact Phone |



*Approved by the following organizations February 2006*

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

**Seller Rejection:** This offer was presented to Seller on ____________ 20____ at ____:____ AM/PM and rejected on ____________ 20____ at ____:____ AM/PM ____________ (Seller initials) ____________ (Seller initials)

| | | | |
|---|---|---|---|
| *Buyer Initial* LCM | *Buyer Initial* ______ | *Seller Initial* ______ | *Seller Initial* ______ |
| *Address* | | | |

Detached Single
LDR: **08/21/2007**
LD: **08/21/2007**
OMD:
CONT DT:
CLSD DT:

MLS #: **06647463** STAT:
CTGF:
MRKT TIME: **312**
LISTING MRKT TIME: **112**
SELLING OFC:
SELLING AGT:

AREA: **473**
LP: **$199,900**
OLP: **$209,900**
SP:
FIN:
PNT:

ADDRESS: **963 E 164th Ct**
CITY: **South Holland** ZIP: **60473**
DIR: **COTTAGE TO 163RD EAST TO DREXEL SOUTH TO 164TH TO ADD**
BLT: **1968** B78: **Y** CT:
OWN: **Fee Simple** SUB:
CRP: **SOUTH HOLLAND** CNY: **Cook** TWN: **THORNTON**
MODEL: **SPLIT LVL** DIM: **50X150**
RMS: **10** BR: **5** BTH: **2.1** MBB: **Y** FP: **1** BMT: **Y** BB: **Y** PKN: **G**
CARS: **2** WF: **N** Tax: **$3,702.83** TXY: **2005** TXC: **None**
SAS: **N** PIN: **29231080430000** MPN: **N** ASF: **1745** ACR: **0**

ASM: FREQ: **Not Applicable** WI: CI:
GRS: DIST#: **150** JH: DIST#: **150** HS: DIST#: **205** OT: DIST#:
COORDINATES: NORTH: **0** SOUTH: **164** EAST: **963** WEST: **0**

| ROOM NAME | SIZE | LEVEL | FLOORING | WIN TRMT |
|---|---|---|---|---|
| Living Room: | **20X14** | **Main Level** | **Hardwood** | |
| Dining Room: | **12X10** | **Main Level** | **Carpet** | |
| Kitchen: | **14X12** | **Main Level** | **Vinyl** | |
| Family Room: | **30X13** | **Lower** | **Vinyl** | |
| Master Bedroom: | **22X14** | **3rd Level** | **Hardwood** | |
| 2nd Bedroom: | **15X10** | **2nd Level** | **Hardwood** | |
| 3rd Bedroom: | **13X12** | **2nd Level** | **Hardwood** | |

| ROOM NAME | SIZE | LEVEL | FLOORING | WIN TRMT |
|---|---|---|---|---|
| 4th Bedroom: | **12X11** | **2nd Level** | **Hardwood** | |
| 5th Bdrm: | **10X10** | **2nd Level** | **Hardwood** | |
| Laundry: | **15X10** | **Lower** | **Vinyl** | |
| Foyer: | **5X13** | **Main Level** | **Vinyl** | |

NC: **N**
AGE: **26-50 Years**
AIR: **Central Air**
AMN: **Park/Playground**
APP:
ATC:
BAS: **Full, Finished**
BAT:
DIN:
DRV: **Concrete**
ELE: **Circuit Breakers**
EQP:
EXT: **Brick (BR), Frame (FR)**
FEA:
FND: **Concrete**
FPL: **Location-Master Bedroom**
GAR: **Attached, 2.5 Car Garage**
PAR: **Off Street, Side Apron**

OD:
KIT:
HEA: **Gas, Forced Air**
IMPW: **Public**
IMPS: **Sewer-Public**
IMPO: **Sidewalks**
INF: **Court Ordered/Bank Sale**
LDS: **Cul-de-sac**
Lot Size: **.25-.49 Acre**
MAI: **None**
NCO:
OTR:
POS: **Closing**
ROF: **Asphalt/Glass (Shingles)**
STY: **Quad Level**
TPE: **Split Level**
TRM: **Conventional**

Remarks: ***SIMPLY MARVELOUS IN SOUTH HOLLAND* 5 BED 2.1 BATH SPLIT-LEVEL* LARGE MASTER SUITE WITH FIREPLACE & PRIVATE BALCONY*HARDWOOD FLOORS* CUL~DE~SAC* SOLD AS~IS* WHERE~AS* ALL CONTRACTS/OFFERS ARE SUBJECT TO SELLERS SENIOR MANAGEMENT APPROVAL AND ANY OFFERS OR COUNTER OFFERS BY SELLER ARE NOT BINDING UNLESS THE ENTIRE AGREEMENT IS RATIFIED BY ALL PARTIES* NOTE- THERE IS A $75 DOC FEE PAID BY BUYER AT CLOSING* EM.CERT.FUND**

INTERNET LISTING: **All** REMARKS INTERNET: **Y**
ADI: **Y**
HEM: **Y** LIST: **Exclusive Right To Sell**
CC: **2.5%** SCI: **None** EMAIL: **ChrisWorksHard4u@MSN.com**
SHO: **CALL LISTING OFFICE (NOT AGENT) FOR LOCKBOX**
OWNER: **OOR** AON: **N** PHONE:
BROKER: **Keller Williams Preferred Rlty** ID#: **61080** PHONE: **(708) 798-1111**
AGENT: **Christopher Allen** ID#: **215277** PHONE: **(708) 249-3434**
CO-LIST: **Felicia Muhammad 708-249-3434** AAN: **708-798-1136 (Fax)**



(708 257 9445 cell

Prepared By: Cimena Cummings - RE/MAX Excellence 12/10/2007 05:02 PM

C: NODE 708/828-5700 cell

THE BACK OF THIS DOCUMENT CONTAINS A REFLECTIVE SECURITY MARK • HOLD AT AN ANGLE TO VIEW

TCF NATIONAL BANK Illinois

TCF National Bank Illinois
800 Burr Ridge Parkway
Burr Ridge, IL 60521-6486

816411219

Issued by Integrated Payment Systems [illegible] Englewood, [illegible]
To Citibank (New York State) Buffalo, [illegible]

10-86/220

**OFFICIAL CHECK**

DATE

JANUARY 14, 2008

***TWO THOUSAND AND 00/100***USDOLLARS***

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS $$$$$2,000.00******

PAY TO THE ORDER OF: KELLER WILLIAMS PREFERRED RLTY

ACCOUNT NO.

******1999 23186

Drawer, TCF National Bank Illinois

MEMO: RE: L.C. MILLER

TCF National Bank Illinois

Neil W. Brown

COUNTER SIGNATURE REQUIRED FOR AMOUNTS OVER $5,000.00

⑈092011⑈ ⑆022000868⑆ 680081641121 93⑈