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Cook County Recorder of Deeds
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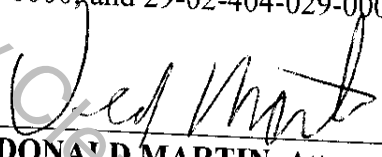
For Recorder's Use

NOTICE OF REAL ESTATE CONTRACT

Attached hereto is a true and correct copy of the Real Estate Sale Contract with regard to the property located at 14215 Dante Avenue, Dolton, Illinois 60419 (main parcel) and 14200 Dante Avenue, Dolton, Illinois 60419 (5 lots) between Mary Coleman (Seller) and Nicholas Lopez (Purchaser) executed by Purchaser on February 6, 2008 and accepted by Seller on February 7, 2008.

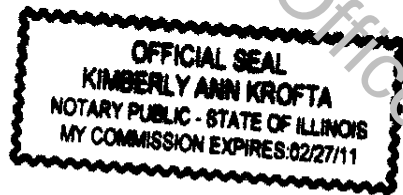
PERMANENT INDEX NUMBERS:

29-02-405-054-0000; 29-02-404-025-0000;
29-02-404-026-0000; 29-02-404-027-0000;
29-02-404-028-0000; and 29-02-404-029-0000


DONALD MARTIN, Attorney for
Nicholas Lopez, Purchaser

SUBSCRIBED and SWORN to before me
this 10th day of April, 2008.


NOTARY PUBLIC



PREPARED BY:

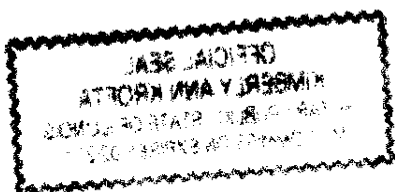
Donald Martin
Martin & Karcazes, Ltd.
161 North Clark Street, Suite 550
Chicago, Illinois 60601

RETURN TO:

Donald Martin
Martin & Karcazes, Ltd.
161 North Clark Street, Suite 550
Chicago, Illinois 60601

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Property of Cook County Clerk's Office



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REAL ESTATE SALE CONTRACT

Approved by the CHICAGO ASSOCIATION OF REALTORS



1. **PARTIES:**

2. **SELLER:** Grant O. Bessard **PURCHASER:** Matthew Lewis
 3. **ADDRESS:** _____ **ADDRESS:** 3838 So. Ashland
 4. _____ **ADDRESS:** Chicago, IL 60601

5. Purchaser and Seller are hereinafter sometimes referred to as the "Parties."
 6. Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

8. **DESCRIPTION OF PROPERTY:**

9. **TYPE OF PROPERTY (check one):** _____ Single Family _____ Condominiums _____ Townhouse
 10. _____ Multi-Family _____ Vacant Lot

11. **STREET ADDRESS:** 18 S Duane Ave, Dolton, IL 60429
 12. (Include "Unit Number" for condominiums or townhouses) _____ (CITY) _____ (STATE) _____

13. **LOT SIZE: APPROXIMATELY** 120 X 118 X _____ X _____ X _____ FEET.

14. **LEGAL DESCRIPTION:** The Parties agree that the correct legal description may be attached at any time hereinafter.
 15. **IMPROVED WITH** _____
 16. together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; including heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; driveway rods, curtain rods, if any; fencing, if any; attached air conditioning, if any; attached outside antennas, if any; water softener (except rental units), if any; all planted vegetation, including lawns, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:
 17. _____
 18. _____
 19. _____
 20. _____
 21. _____
 22. _____

23. **PRICE AND TERMS:**

24. **PURCHASE PRICE:** Two Hundred Twenty Thousand \$ 220,000 ^{\$225,000}
 25. **EARNEST MONEY DEPOSIT:** _____ \$ 10,000
 26. In the form of (cash), (personal check), (seller's check) or (_____) \$ 10,000

28. **BALANCE DUE AT CLOSING:** _____ \$ 210,000

29. **FINANCING:**

30. This Contract is contingent upon Purchaser securing within _____ (_____) days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ _____, or such lesser sum as Purchaser accepts, with interest not to exceed _____ % per year, to be amortized over _____ years, the combined origination and discount fees for such loan not to exceed _____ %, plus loan processing fees, if any. Purchaser shall make written application for such loan within ten (10) days from date of acceptance of this Contract, and cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event Purchaser is unable to secure such loan commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney. Seller may, at Seller's option, within an equal number of additional days, procure for Purchaser such a commitment or notify Purchaser that Seller will accept a purchase money mortgage upon the same terms. In the event Seller or Seller's attorney procures such loan commitment as herein provided within the time allowed, then this Contract shall become _____ and valid and all earnest money shall be returned to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delays caused thereby shall not constitute a default by Seller. Seller must allow _____ inspection of the premises by Purchaser's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this Contract, Purchaser represents that Purchaser's ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

46. **CLOSING:**

47. The closing shall be on or before March 18, 2008 at the office of Purchaser's lender, or The Company

48. **POSSESSION:** (Select one applicable option)

49. Seller shall deliver possession to Purchaser at closing, OR
 50. Seller shall deliver possession to Purchaser within _____ (_____) days from date of closing. Seller agrees to pay Purchaser for use and occupancy the sum of \$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during such

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Mr. Nicolas Lopez

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33. period, and shall deliver possession of the real estate in the same condition as it is in, on the date of closing. Should Seller
 34. fail to deliver possession to Purchaser as agreed, Seller shall pay to Purchaser beginning on the ~~THIRTIETH~~ day after closing,
 35. the sum of \$ ~~XXXXXXXXXXXXXXXXXXXX~~ per day until possession is delivered to Purchaser and Purchaser shall, in addition to
 36. all other remedies, have the immediate right to commence any legal action or proceeding available to evict and remove Seller
 37. from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and
 38. consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorney fees
 39. and court costs Purchaser may incur in the enforcement of Purchaser's rights pursuant to this provision.

40. Seller shall deposit the sum of \$ ~~XXXXXXXXXXXXXXXXXXXX~~ in escrow with ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, as Escrowee,
 41. at the time of closing, and any monies due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser
 42. from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Purchaser
 43. when Seller, has vacated the premises and delivered the keys to Purchaser or the Escrowee. Escrow monies shall be limited to
 44. delivery of possession, and funds held pursuant to this paragraph shall be available to satisfy payment for use and occupancy.

45. **TITLE INSURANCE:**
 46. Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owner's title
 47. insurance policy to be issued by an Illinois Licensed title insurance company in the amount of the purchase price covering the date hereof
 48. subject only to the general exceptions contained in the title policy (except that, where the subject property qualifies as a single
 49. family residential property, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth
 50. below; and (c) title exceptions pertaining to liens or encumbrances which have been removed by Purchaser under the terms hereof
 51. or which Seller has agreed to remove at closing from the proceeds hereunder. Any duty in delivery of the title commitment which
 52. is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery of the title commitment which
 53. such party of duty. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to
 54. remove such exceptions or to pay the title insurance covering such unpermitted exceptions. If Seller fails to remove such
 55. exceptions or obtain additional title insurance within the time stated herein, Purchaser may elect to terminate this Contract and all
 56. monies paid by Purchaser shall be refunded to Purchaser.

57. **DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**
 58. Seller shall convey or cause to be conveyed to Purchaser title to the premises by a recordable general warranty deed with release
 59. of homestead rights, or trustor's deed if applicable, in joint tenancy, if more than one Purchaser, or in Purchaser's name(s), subject
 60. only to the following permitted exceptions, pro rata share of which shall normally restrict the reasonable use of the premises as a
 61. residence: (a) general real estate taxes not due and payable at the time of closing; (b) building liens and building liens and
 62. judgments, use or occupancy restrictions, vendor's and vendee's liens of record; (c) zoning laws and ordinances which conform to
 63. the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any;
 64. (f) party wall rights and agreements, if any; and (g) the covenants and conditions imposed by the Illinois Condominium Property Act,
 65. and condominium documents, if applicable.

66. **PROVISIONS:**
 67. The following items, if applicable, shall be provided as of the date of closing: (a) insurance premiums; (b) general real estate taxes,
 68. including special service taxes, if any; (c) title and monthly occupancy taxes; (d) interest on mortgage indebtedness incurred; (e) water
 69. taxes; (f) homeowners' and/or condominium/tenants' association dues and assessments; (g) prepaid service contracts. Purchaser
 70. of general bond shall be on the basis of 103% of the tax amount. If such bill is based on a partial assessment or on an
 71. unimproved basis for improved property, a written agreement (with copies) to the final provision when the complete assessment
 72. information is available from the County Assessor shall be signed at closing by the parties herein.

73. **SURVEY:**
 74. Seller, at Seller's expense, except for encroachments, shall furnish to Purchaser a current survey (dated not more than 6
 75. months prior to the closing date) under certification by an Illinois Licensed land surveyor showing the location of all improvements,
 76. easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not
 77. encroach upon any easements or building lines and such survey shall show no encroachments from adjoining properties. In the
 78. event such survey discloses encroachments, these encroachments shall be located by the Seller's company for Purchaser and
 79. Purchaser's broker at Seller's expense.

80. **COMMISSIONS:**
 81. Real estate broker's commissions shall be paid in accordance with the terms of the listing agreement and buyer representation
 82. agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their set here. Seller's broker
 83. and Purchaser's broker are identified after the insertion section of this Contract.

84. **ATTORNEY MODIFICATION:**
 85. The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification
 86. (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date
 87. party's terms, and shall make the specific terms to be modified and the proposed revision. IN THE ABSENCE OF WRITTEN
 88. NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES
 89. HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT
 90. MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTERSIGNED.

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112. CLEAN CONDITION:

113. Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Purchaser and all refuse shall
114. be removed from the premises at Seller's expense by the possession date.

115. PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)

116. Purchaser desires to have a professional property inspection performed, and this Contingency shall not be contingent upon such
117. an inspection,
118. OR

119. Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have
120. the subject property and its improvements inspected by a certified home inspection service of Purchaser's choice, and at
121. Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises: structural building systems(s),
122. central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components,
123. consisting of roof, walls, windows, ceiling, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN
124. OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED REGARDLESS OF AGE, AND
125. DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless
126. from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection.
127. PURCHASER WANTS MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS AND NOT A PART OF THIS

128. CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate, \$300.00 in cost shall be considered
129. minor deficiencies for the purposes of this paragraph and Purchaser agrees to assume those repairs with no allowance from Seller.
130. Purchaser, within the (5) business days after acceptance of Contract, shall have the right and option to serve written notice
131. upon Seller, Seller's agent, or attorney of the above deficiencies disclosed by the inspection report when the approximate
132. cost of repair exceeds \$100.00 per deficiency, and Purchaser shall have the right to request repair of all such deficiencies.

133. In the event Purchaser waives a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to
134. Seller. Seller shall, within the (5) business days following, notify Purchaser that (i) Seller will repair such deficiencies (ii)
135. Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies or (iii)
136. Seller proposes to inspect the lot or obligation of correcting certain defects or (iv) Seller will neither repair nor provide a
137. credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days
138. thereafter notify Seller of Purchaser's election in either proceed with the transaction, waiving all home inspection repair
139. requests, or declare the Contract null and void in which case all earnest money shall be promptly refunded to Purchaser. The
140. parties hereto agree that the following items are accepted by Purchaser "AS IS", shall not be made a part of Purchaser's request
141. for repairs, and shall not be further negotiable:
142. IN THE ABSENCE OF WRITTEN NOTICE OR REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME
143. SPECIFIED HEREIN, THIS WORK INSPECTED CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO
144. LONGER A PART OF THIS REAL ESTATE SALE CONTRACT.

145. WELL AND SEPTIC TEST: (Select one applicable option)

146. The subject property is served by a community or municipal sewer and sewage treatment system (well and septic test provision
147. inapplicable),
148.

149. The subject property is not served by a community or municipal sewer and/or sewage treatment system. Seller, at Seller's
150. expense, prior to closing, shall obtain and deliver to Purchaser a well and septic test performed by or acceptable to the county in which
151. the property is located, and a septic system test indicating that the system is in proper operating condition not in compliance
152. with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date.
153. If either of such written tests reports indicate that the water is not good or that the septic system is not in proper operating
154. condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the
155. necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the
156. necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be
157. refunded to Purchaser.

158. FLOOD PLAIN:

159. Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or
160. disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain based
161. area which requires Purchaser to obtain flood insurance. This option shall not exist in the event of such written notice or disclosure
162. was provided in paragraph number three (3) of a Residential Real Property Disclosure Report executed by both Seller and
163. Purchaser prior to the Contract Date.

164. PERFORMANCE / DEFAULT / RELEASE OF EARNEST MONEY:

165. The earnest money and this Contract shall be held by Central Bank (Escrowee) for the benefit of the parties
166. herein, and applied to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue
167. any legal remedies available at law or in equity. THERE SHALL BE NO REQUIREMENT OF EARNEST MONEY UNLESS
168. ESCROWEE WAS BEING PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER AS SET AN AGREEMENT
169. relative to the advancement of earnest money within a reasonable period of time. Escrowee may deposit the funds with the Clerk
170. of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money
171. for court costs related to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless
172. from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or
173. court order.

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174. **TERMITE INSPECTION:**

175. Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified to do termite
176. inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no
177. visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if
178. the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of
179. Purchaser's receipt of the report to proceed with the purchase or demand this Contract null and void. This provision shall not be applicable to
180. state-licensed or to newly constructed property having been accepted for use three (3) years following completion of construction.

181. **GENERAL CONDITIONS AND STIPULATIONS:**

- 182. (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable my lender to issue a commitment
183. for mortgage or loan and to close this sale.
- 184. (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation,
185. condemnation proceeding, pending lawsuit or special assessment proceedings affecting the property.
- 186. (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for
187. each party. In the event that notice is served on Seller or the attorney for Seller in absence, written notice may be served upon the listing
188. broker or agent for Seller. Promptly transmission of any offer, acceptance, notice, or other terms provided to the parties, their broker or
189. attorney, shall constitute sufficient notice or acceptance. Original documents shall be furnished in all instances within three (3) business
190. days of each other. Notice to any one party of a suitable power party shall be sufficient service to all.
- 191. (d) This Contract and any related written terms shall constitute the entire agreement and understanding between Seller and Purchaser and
192. there are no other promises, representations, or understandings, oral or written, between the parties with respect to the subject matter of
193. this Contract. No condition, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- 194. (e) This Contract shall be binding upon and known to the benefit of the parties and their respective heirs, executors, legal representatives and
195. permitted assigns.
- 196. (f) This Contract is subject to the provisions of Public Act 97-111 known as the Residential Real Property Disclosure Act, the text of which are
197. separately incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document
198. is accurate as of the Contract Date.
- 199. (g) The invalidity of any paragraph or subparagraph of this Contract shall not invalidate the validity of any other paragraph or subparagraph. If any
200. provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be
201. enforced with such provision severed or modified by such court.
- 202. (h) Prior to closing, Purchaser shall have the right to enter into and make a final inspection of the premises to determine that the premises are
203. in the condition provided by the terms of this Contract. If there has been an adverse change in the condition of the premises since the Contract
204. Date, Seller shall remedy the condition to the party's satisfaction or to what is stated in the Contract Date, or to what is set by the terms of the Contract.
- 205. (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamp. Any municipal transfer tax shall be paid by the party
206. designated in the ordinance of the municipality levying the tax.
- 207. (j) If the improvements on the property shall be damaged or materially damaged by fire or other casualty prior to closing, the provisions of the
208. Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- 209. (k) If Purchaser or Seller enters this Contract in an Illinois state that the individual declarant thereto have signed their names to this
210. Contract to indicate they are the legal representative of such trust in order to guarantee their performance of this Contract and to indicate that they
211. hold the sole power of direction with regard to such trust.

212. **RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE**, which has been attached hereto and incorporated herein, shall be executed by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to Purchaser.

215. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

216. PURCHASER(S): _____ SELLER(S): Mary Calmer

217. PURCHASER(S): Christy Lopez SELLER(S): _____

218. Date of Offer: 02-6-08 Date of Acceptance: 2-7-08

219. (*This date shall be deemed only after the parties have agreed to all the terms and conditions of this Contract and it also refers to the Contract Date.)

IDENTIFY OF BROKERS AND ATTORNEYS
(Please complete when executing this Contract)

220. PURCHASER'S BROKER: Christy Lopez SELLER'S BROKER: Christy Lopez

221. Telephone: 847-492-7188 Telephone: 708-567-6760

222. Fax: 847-492-7188 Fax: (708) 360-5706

223. (Designated) or (Dual Agent) (Select one) (Designated) or (Dual Agent) (Select one)

224. Christy Lopez Christy Lopez
AGENT(S) AGENT(S)

225. PURCHASER'S ATTORNEY: _____ SELLER'S ATTORNEY: Attorney Dennis Kral

226. Telephone: 312-331-4888 Telephone: (708) 567-7800

227. Fax: 312-331-4888 Fax: (708) 957-9002

DennisKral@Kralaw.com

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Mr. Nicholas Lopez

IDENTITY: M. JACOB
1-778-842-4444

Addendum 1

Seller agrees to remedy all EPA pertaining to subject property.
Seller agrees that said properties are included in the sale of subject property.

Said properties are:

1. #29-02-404-025-0000
2. #29-02-404-026-0000
3. #29-02-404-027-0000
4. #29-02-404-028-0000
5. #29-02-404-029-0000

Seller agrees to clarify all said properties.

Nicholas Lopez
Buyer

Mary C. Johnson
Seller

Property of Cook County Clerk's Office