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Cook County Recorder of Deeds
Date: 05/29/2008 09:29 AM Pg: 1 of 13

THIS INSTRUMENT PREPARED
BY AND UPON RECORDATION
MAILED TO:

Stephen P. Di Silvestro
Di Silvestro & Associates
5231 N. Harlem Avenue
Chicago, Illinois 60656

NOTICE OF REAL ESTATE SALE CONTRACT

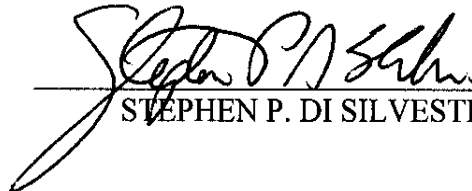
The undersigned, Stephen P. Di Silvestro, of the City of Chicago, County of Cook, State of Illinois, does hereby certify that attached hereto as Exhibit A is a true, correct and complete copy of that certain purchase agreement captioned "MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0," dated March 14, 2008, together with all attorney modification correspondence, relating to the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

Legal Description: THE EAST 26 FEET OF THE WEST 100 FEET OF LOTS 46, 47 AND 48 AND OF THE NORTH $11/12$ TH OF LOT 45 IN BLOCK 4 IN THE SUBDIVISION BY PRISCILLA P. HAMILTON ADMINISTRATION OF THE EAST 501.62 FEET OF THE NORTH 1622 FEET OF THE WEST $1/2$ OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number: 17-18-117-004-0000

Address: 2119 W. Adams Street, Chicago, Illinois 60612

DATED this 27th day of May, 2008.


STEPHEN P. DI SILVESTRO

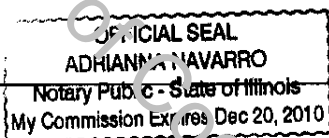
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Adrianna Navarro, a Notary Public in and for the State and County aforesaid, do hereby certify that, Stephen P. Di Silvestro, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of May, 2008.

Commission expires _____



Adrianna Navarro
NOTARY PUBLIC

This instrument was prepared by: Stephen P. Di Silvestro, 5221 N. Harlem Avenue, Chicago, Illinois 60656

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FROM :

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EXHIBIT A



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



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1 THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".
Buyer(s) Westside Acquisition Corp. Seller(s) Owner of Record
2 THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon.
3626 sq ft
219 W. Adams Chicago IL
Cook County IL 60617 1718117004

3 PURCHASE PRICE: Purchase Price of \$520,000
4 earnest money of \$5,100
5 to be increased to a total of \$
6 money and the original of this Contract shall be held by the Listing Company, as "Escrower", in trust for the mutual
7 benefit of the Parties. The balance of the Purchase Price, as adjusted by proration, shall be paid at Closing by wire
8 transfer of funds, or by certified check, or by cashier's check, or by the company's check (provided that the title
9 company's check is guaranteed by a letter of credit from the bank.)
10 4. MORTGAGE COMMITMENT: This Contract is contingent upon Buyer obtaining a non-refundable written
11 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
12 (type) loan of \$
13 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI, if required). The interest rate (initial rate, if
14 applicable) shall not exceed % per annum, amortized over not less than years. Buyer shall pay loan
15 origination fee and/or discount points not to exceed % of the loan amount. Seller shall pay loan origination fee
16 and/or discount points not to exceed % of the loan amount. Thus, fees/primes committed to by Buyer shall be applied
17 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.
18 (IF FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)
19 business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If
20 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to
21 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written
22 direction of the Parties to Escrower. If written notice is not served within the time specified, Buyer shall be deemed
23 to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided
24 herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A
25 condition in the mortgage commitment regarding sale and/or closing of existing real estate shall not render the
26 mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,
27 within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller

Buyer Initial: J.H.O. Seller Initial: M.O. Seller Initial:
219 West Adams

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57 will accept a purchase-money mortgage upon the same terms, this Contract shall remain in full force and effect.
 58 In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to
 59 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall
 60 sign all papers necessary to obtain the mortgage commitment, and to close the loan. **MARCH 20, 2008**
 61 **6. CLOSING:** Closing or escrow payout shall be on March 20, 2008 or at such time as
 62 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
 63 at 1111 S. 1st St., St. Louis, MO 63102, or as shall be agreed mutually by the Parties.
 64 **7. ESCROW:** Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered
 65 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.
 66 **8. HERITAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
 67 this Contract, Buyer (check one) has has not received a completed Illinois Residential Real Property Disclosure
 68 Report; (check one) has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 69 (check one) has has not received a Lead-Based Paint Disclosure.
 70 **9. PROVISIONS:** The article items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
 71 water and sewer, and homeowner or condominium association fees. Seller represents that as of the Date of Acceptance,
 72 Homeowner Association/Condo Association fees are \$_____ per _____. Seller agrees to pay prior to
 73 at Closing any special assessments (governmental or non-governmental) conferred prior to Date of Acceptance. The general
 74 Real Estate taxes shall be prorated as of the date of Closing based on 1.5% % of the most recent ascertainable
 75 year tax bill. All provisions shall be subject to Closing, except as provided in paragraph 17. If the amount of the most
 76 recent ascertainable tax bill reflects a home owner, tenant or other exemption, Seller has submitted or will submit
 77 in a timely manner all necessary documents to the Assessor's Office, before or after Closing, to preserve said
 78 exemption(s). Assessed values of a Homeowner's/Condominium Association are not a prorable item.
 79 **10. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
 80 reflected by the Parties which are contained on the succeeding pages and the following attachments, if any:
 81 Cash Offer
 82 **11. PROFESSIONAL INSPECTIONS:** Buyer may, at Buyer's expense (unless otherwise provided by
 83 governmental regulations) a home, indoor environmental lead-based paint and/or lead-based paint hazards (unless
 84 separately waived), and/or wood insect infestation inspection(s), of said Real Estate by one or more licensed or certified
 85 inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the
 86 inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five
 87 (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of
 88 Acceptance. If written notice is not served within this time specified, all provisions shall be deemed waived by
 89 Parties and this Contract shall remain in full force and effect. If within ten (10) business days after Date of
 90 Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then
 91 either Party may terminate this Contract by written notice to the other Party and this Contract shall be null and void
 92 and earnest money refunded to Buyer upon written direction of the Parties to Escrower. The home inspection shall
 93 cover only major components of the Real Estate, including but not limited to, central heat (e.g. furnace), central cooling
 94 system(s), plumbing and wall system, electrical system, roof, walls, windows, ceilings, doors, appliances and
 95 foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is
 96 intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold
 97 Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing
 98 any inspection(s). Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.
 99 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
 100 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
 101 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of
 102 disapproval or proposed modification(s) by any Party shall be in writing. If within ten (10) business days after Date of
 103 Acceptance written agreement or proposed modification(s) cannot be reached by the Parties, this Contract shall be
 104 null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrower. If written
 105 notice is not served within the time specified, this provision shall be deemed waived by the Parties and this
 106 Contract shall remain in full force and effect.
 107 **13. FLAT OF SURVEY:** Not less than one (1) business day prior to Closing, except where the subject property is a
 108 condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Flat of Survey deed
 109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing

J.M.D. Buyer Initial M.D. Seller Initial
2119 West Adams Seller Initial

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110 any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
 111 buildings and other improvements on the Parcel Lines and distances therefrom to the street and lot lines. In addition, the
 112 survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
 113 Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
 114 shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This
 115 professional service conforms to the current Illinois minimum standards for a boundary survey." A Chicago Inspection,
 116 as defined in any applicable code and book, not satisfy the necessary requirements.
 117 **14. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party
 118 or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the
 119 following manner:

- 120 (a) By personal delivery of such notice; or
- 121 (b) By mail or such notice to the address written herein by regular mail and by certified mail, return receipt
 122 requested, except as otherwise provided herein; notice served by certified mail shall be effective on the date of
 123 mailing; or
- 124 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
 125 provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00
 126 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time
 127 of notice is the first business day after transmission; or
- 128 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
 129 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago
 130 Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the
 131 transmission (by e-mail, facsimile, or regular mail). In the event e-mail notice is transmitted during non-
 132 business hours, the effective date and time of notice is the first business day after transmission.

133 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated trustee good and
 134 merchantable title to the Real Estate by recordable General Warranty Deed, with release of homestead rights, (or the
 135 appropriate deed if this is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 136 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
 137 liens and encumbrances, if any, so long as they do not interfere with the use and enjoyment of the Real Estate.

138 **16. TITLE:** As Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 139 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 140 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
 141 company licensed to operate in the State of Illinois, back on or subsequent to (a) Date of Acceptance of this Contract,
 142 subject only to Items Bred in Paragraph 15. The requirements of recording jurisdiction coverage shall not apply if the Real
 143 Estate is located in Cook County, Illinois. The requirements of recording jurisdiction coverage shall not apply if the Real
 144 Estate is located in Cook County, Illinois. The requirements of recording jurisdiction coverage shall not apply if the Real
 145 Estate is located in Cook County, Illinois. The requirements of recording jurisdiction coverage shall not apply if the Real
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 151 Estate is located in Cook County, Illinois. The requirements of recording jurisdiction coverage shall not apply if the Real
 152 Estate is located in Cook County, Illinois. The requirements of recording jurisdiction coverage shall not apply if the Real

153 **17. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been
 154 previously taxed for the entire year or currently improved, the sum of three (3) percent of the Purchase Price shall be
 155 deposited in escrow with the title company with the use of the escrow to be divided equally by Buyer and Seller and
 156 prorated by the Seller's attorney at the request of either Party, and the Seller's claim of such tax liability after reporting
 157 shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's
 158 obligation after such reporting exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly
 159 upon demand.

160 **18. PERFORMANCE:** There is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties
 161 are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect
 162

J.M.O. Buyer Initial _____ Seller Initial *M.P.* _____
 Address _____

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163 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be
 164 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent
 165 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit
 166 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be
 167 reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
 168 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
 169 and demands arising under this paragraph.

170 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be
 171 destroyed or substantially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall
 172 have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as
 173 damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage.
 174 which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged
 175 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable
 176 to this Contract, except as modified in this paragraph.

177 **20. SELLER REPRESENTATIONS:** Seller represents that he has not received written notice from any Governmental
 178 body or Homeowner Assoc. of (a) zoning, building, fire or health code violations that have not been corrected; (b)
 179 any pending meeting; or (c) a proposed or confirmed special assessment and/or special service area affecting the Real
 180 Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement
 181 not shown by the public records, nor has any encroachments on the Real Estate or any improvements for which the required
 182 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
 183 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home
 184 improvement tax exemption.

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

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

192 **23. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the Closing, this
 193 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
 194 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
 195 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
 196 Party requesting the escrow.

197 **24. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

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

200 **26. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

201 **27. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be
 202 contrary to other terms of this Contract, shall supersede any conflicting terms.

203 (a) Title when conveyed shall be good and merchantable, subject to taxes, provisions, covenants and conditions of
 204 the Declaration of Condominium and all amendments; public and utility encumbrances included in any assessments
 205 established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and
 206 agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the
 207 Date of Closing; of general assessments established pursuant to the Declaration of Condominium.

208 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
 209 assessments confirmed prior to the Date of Acceptance.

210 (c) Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from
 211 Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition
 212 that Seller be able to procure and provide to Buyer, a release or waiver of any options of first refusal or other pre-
 213 emptive rights of purchase created by the Declaration of Condominium within the time established by the
 214 Declaration. In the event the Condominium Association requires planned appearance of Buyer and/or additional
 215 documentation, Buyer agrees to comply with same.

J.K.O. Buyer Initial *M.P.* Seller Initial
 Address 2119 W. Adams Seller Initial

P. 04

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(d) In the event the documents and information provided by the Seller to the 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 increase the financial considerations which Buyer would have to extend in connection with the owning of the condominium, 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 27 (c), listing three deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of Parties to escrow. 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 confirmation survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage) as insured.

26. 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.

THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

REAL ESTATE SALE OR BUYER'S REAL ESTATE

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

(1) Buyer owns real estate currently known as (set forth) _____

(2) Buyer (check one) has has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell his real estate:

(a) Buyer's sale contract (check one) is is not subject to a mortgage contingency.

(b) Buyer's sale contract (check one) is is not subject to a real estate sale contingency.

(c) Buyer's sale contract (check one) is is subject to a real estate closing contingency.

(3) Buyer (check one) has has not listed his 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:

(a) Shall list and enter 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 Acquisition of this Contract.
For information only: Broker: _____
Broker's Address: _____ Phone: _____

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

(5) Buyer authorized Seller or his agent to verify representations contained in Paragraph 26 at any time, and Buyer agrees to cooperate in providing relevant information.

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

(1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's real estate in full force and effect as of _____, 20____. Such contract shall provide for a Closing date not later than _____ Closing date set forth in this Contract. If written notice of failure to procure such contract 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. (If this paragraph is used, then the following paragraph must be completed.)

(2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph (B) (1) and this 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 is not served within the time specified, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 26, 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 other than the date set forth in Paragraph 26 (B) (1) (or after the date of this Contract if no date is set forth in Paragraph 26 (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 26 and complies with Paragraph 26 (D), this Contract shall be null and void as of the date of notice and earnest money returned to Buyer upon written direction of the Parties to Escrow. 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 OWN REAL ESTATE FOR SALE: During the term of this contingency Buyer has the right to continue to show the Real Estate and offer it for sale subject to the following:

J.K.O. Buyer Initial M.D. Seller Initial
Address Address Address Address

P. 05

FAX NO. 773282270

MAR-14-2008 FRI 04:38 PM Beverly Bank

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FROM :

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273 (1) If Seller accepts another firm offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing
274 of same. Buyer shall then have _____ days after Seller gives such notice to waive the contingencies set forth in
275 Paragraph 29 (B), subject to Paragraph 29 (C).
276 (2) If Buyer complies with the provisions of Paragraph 29 (1) and this Contract shall remain in full force and effect.
277 (3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within the time period by Buyer, this
278 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
279 Harroway.

280 (10) **WAIVER OF PARAGRAPH 29 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph
281 29 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
282 amount prior to the time specified. If Buyer fails to deposit the additional earnest money within the time specified the
283 waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon
284 written direction of the Parties to Harroway.

285 (11) **NOTICE OF A CHANGE IN CONVEYANCE ORDER:** Except as otherwise provided above, notice required under this Paragraph
286 29 shall be in writing and shall be served on the Party. Courtesy copies of notice shall be sent to the respective attorneys and real
287 estate agents, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple
288 person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:
289 (1) By personal delivery of such notice effective at the time and date of personal delivery; or
290 (2) By mailing of such notice to the addressee stated herein by regular mail and by certified mail. Notice served by regular
291 mail and certified mail shall be effective of 10:00 A.M. on the morning of the second day following deposit of notice in the
292 U.S. Mail; or
293 (3) By electronic to a Party (person) to be effective at the time and date the sending Party receives a receipted copy of the
294 notice from the receiving Party.

295 **28. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior
296 real estate contract this Contract shall be subject to written cancellation of the prior contract on or before _____
297 in the event the prior contract is not completed within the time specified, this Contract shall be null and void and earnest
298 money refunded to Buyer upon written direction of the Parties to Harroway. Notice to the purchaser under the prior contract
299 shall not be served until after Attorney Review and Final Inspection provisions of this Contract have expired, been
300 satisfied or waived.

301 **29. INTEREST BEARING ACCOUNT:** Earnest money (and a separate "I/O" and "I/O" required forms), shall be
302 held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the
303 earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not
304 to exceed \$75) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no
305 later than ten (10) business days prior to a anticipated Closing date.

306 **30. POST-CLOSING POSSESSION:** In the event possession is not to be delivered at Closing, the Parties shall enter
307 into a post Closing possession agreement that shall provide, among other things, the possession will be delivered no later than 11:30
308 P.M. on _____, 20____, provided said has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day
309 to Buyer for use and occupancy from and including the day after Closing to the date possession is delivered as specified above,
310 regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller
311 shall deposit in escrow with Title Company, Lending Company or other lender as agreed to by the Parties and approved
312 by separate check, the sum of one percent (1%) of the purchase price or greater that percentage of the Real Estate shall be
313 delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be
314 paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow fund the sum of one fifth (1/5th)
315 of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the
316 escrow fund, if any, to Buyer. In the event that possession is not delivered to Buyer within five (5) calendar days after the date
317 specified herein, Seller shall pay to Buyer the sum of earnest money equal to one fifth (1/5th) of the purchase price less any amount
318 herein for each day possession is so withheld from Buyer. This amount shall be available to Buyer if
319 within ten (10) business days after Date of Acquisition unless agreement on a post Closing possession agreement cannot be reached
320 by the Parties, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties
321 to Harroway. In the event that possession is not delivered to Buyer within the time specified, this provision shall be deemed waived by the Parties
322 and this Contract shall remain in full force and effect.

323 **31. WELL AND/OR SUPPLEMENTARY INSPECTIONS:** Seller shall obtain, at Seller's expense, a well water
324 test (including nitrate test) and/or a supplementary report from the applicable governmental authority or qualified inspection
325 service, each dated not more than ninety (90) days prior to Closing, stating that the well and the water supplied therefrom and the
326 supplementary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less
327 than fourteen (14) days prior to Closing. If either report is found not to be in compliance with applicable health regulations, and if

Buyer Initial: JKO Seller Initial: M.O.
Address: 419 W. Adams Address: _____ Address: _____ Address: _____

FAX NO. 773892270 FAX NO. 17744545 MAN-14-2008 FRI 04:37 PM Beverly Bank 3/14/08 FRI 23:54

FROM :

UNOFFICIAL COPY

FAX NO. 7736558807

Mar. 14 2008 05:55PM PB

392 the event that within five (5) business days after receipt of such reports, written agreement cannot be reached by the Parties with
393 respect to the resolution of well under satisfactory issues, then either Party may terminate this Contract by written notice to the
394 other Party and this Contract shall be null and void and without penalty referred to Buyer upon written direction of the
395 Parties to Escrowee.

396
397 **VI. CONTINUATION OF INITIAL AGENCY:** The Parties confirm that they have previously contracted to
398 (Continued) acting as a Dual Agent in providing brokerage services
399 on their behalf and specifically contract to Licensed Broker as a Dual Agent who agreed to the transaction entered into in this Contract.

340
341 **VII. INSPECTION CONDITIONS:** This Contract is for the sale and purchase of the Real Estate and personal property to be
342 "As Is" condition of the State of California. Buyer acknowledges that no representation, warranties or guarantees with respect to the
343 condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those herein stated. If
344 any, insofar as Seller's Agent may conduct an inspection at Buyer's expense. In that event, Seller shall retain the property available
345 to Buyer's inspection at a reasonable time. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
346 caused by the use or non-use of Buyer or any person performing any inspection(s). In the event the inspection reveals that the
347 condition of the improvements, fixtures or personal property to be conveyed or transferred is unsatisfactory to Buyer and Buyer so
348 notifies Seller within five (5) business days after the Date of Acceptance, this Contract shall be null and void and earnest money
349 shall be returned to Buyer upon written direction of the Parties to Escrowee. Failure of Buyer to notify Seller or to conduct
350 said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in
351 full force and effect. Buyer acknowledges the provision of Paragraph 11 and the warranty provisions of Paragraph 9 do not apply to
352 this Contract.

353
354 **VIII. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable. Buyer
355 may terminate this Contract if the Purchase Price is less than the appraised value of the Real Estate, as determined by
356 the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of
357 proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the
358 Mortgage Insurance Premium (MIP) shall be paid by Buyer. (check one) shall shall not be added to the mortgage loan
359 amount. Seller agrees to pay additional miscellaneous expenses paid by lender or to cover EXDPP.

360 Required FHA or VA requirements shall be attached to this Contract
361 It is expressly agreed that notwithstanding any other provision of this Contract, the Buyer shall not be obligated to complete the
362 purchase of the property described herein or to incur any penalty by failure of earnest money deposits or otherwise unless the
363 Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
364 setting forth the appraised value of the property (including Cashing costs) of not less than \$ _____
365 Buyer shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the
366 appraised valuation. The appraised valuation is advised to be furnished to the lender and mortgage to the Department of Housing and
367 Urban Development will insure/purchase MUD and the mortgage do not require a value for the condition of the property.
368 Buyer should satisfy himself that the price and condition of the property are acceptable.

369
370 **IX. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim
371 financing on or before _____ in the amount of \$ _____. If Buyer is unable to secure the
372 interim financing commitment and give written notice to Seller within the time specified, this Contract shall be null and void and
373 earnest money returned to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the
374 time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

375
376 **X. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties coming
377 into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either
378 Party may deem necessary, providing for one or more of the following: (check applicable box(es))
379 ASSUMPTION OF SELLER'S MORTGAGE
380 ARTICLE OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE
381 VACANT LAND
382 NEW CONSTRUCTION

383
384 **XI. APPROVED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
385 Buyer's specified party.
386 within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate
387 and written notice is given to Seller within the time specified, this Contract shall be null and void and earnest money referred
388 to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this
389 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

J.M.O. Buyer Initial M.O. Seller Initial
Adrian W. Adams

FROM :

UNOFFICIAL COPY

FAX NO. 773-658887

Mar. 14 2008 05:56PM P9

990 THIS INSTRUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
 991 PARTIES AND DELIVERED
 992 The Parties represent that text of this form has not been altered and is identical to the official Multi-Family Residential
 993 Real Estate Contract 3.0
 994

395 Date of Offer March 14 2008

396 J. H. O'Malley BASED ON ACCOMPLISHED

397 John K. McLeish John K. McLeish

398 John K. McLeish Real Estate Co., LLC John K. McLeish

399 John K. McLeish John K. McLeish

400 John K. McLeish John K. McLeish

401 John K. McLeish John K. McLeish

402 68 N. La Salle St. #1720 Chicago, IL 60602

403 Chicago, IL 60602 Chicago, IL 60608

404 773-774-1500 773-774-1500

405 John K. McLeish John K. McLeish

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 427 form or any portion thereof is prohibited.
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 429 Approved by the following organizations January, 2003.

- 430 Illinois Real Estate Lawyers Association, Division Board of REALTORS®, Boone County Bar Association, Chicago
- 431 Association of REALTORS®, Du Page County Bar Association, Kane County Bar Association, Lake County Bar
- 432 Association, McHenry County Association of REALTORS®, North Shore - Burlington Association of REALTORS®,
- 433 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,
- 434 REALTOR® Association of the Fox Valley, REALTOR® Association of West/South Suburban Chicagoland, West
- 435 Towns Board of REALTORS®

436
 437 This offer was presented to Seller by _____ on _____ 20 at _____ AM/PM
 438 (Agent) (date)
 439 This offer is rejected _____
 440 (Seller initials) (Seller initials) (date)

* Buyer's Broker is O'Malley Real Estate and it shall receive a 2.5% fee from Seller at closing per the MLS.

J.H.O. Buyer Initial M.D. Seller Initial
 Address 319 W. Adams

* Seller is a licensed Real Estate Agent

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Maria C. Cabrera, P. C.

Attorney at Law
4126 N. Lincoln Ave., Unit 1
Chicago, IL 60618

Phone: (773) 325-2503

Fax: (773) 325-2504

-Via Facsimile and First Class Mail-

March 18, 2008

Steve D. Silvestro
Attorney at Law
5231 N. Harlem
Chicago, IL 60630

Re: Diaz sale to Westside Acquisition Co., LLC
2119 W. Adams Av., Chicago, IL 60612

Dear Counsel:

This office represents Marlene Diaz in the sale of the above referenced property. Pursuant to the attorney review contingency in the contract, I am requesting the following modifications:

1. Notice by facsimile between each parties attorney shall be deemed sufficient.
2. Seller will not provide a survey at closing, *agreed provided purchaser shall order survey & shall remain contingent upon receipt*
3. I have ordered title from Greater Illinois Title company and will provide a copy upon receipt of earnest money.

These modifications are not to be construed as a counter offer. It is a mere suggestion. If no agreement can be reached, seller reserves the right to withdraw the modifications and continue with the contract or cancel the contract.

Please sign below indicating your approval of the above and return same to my office.

Sincerely,

M.C.A.
Maria C. Cabrera
Attorney at Law

Approved by *AS MDR FM*

[Signature]
Buyer or Agent

Date: 3/18/08

cc: John K. O'Malley/O'Malley Real Estate (via fax)
Marlene Diaz (via fax)

*order
survey
& shall
remain
contingent
upon
receipt
of earnest
money*

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LAW OFFICES

DI SILVESTRO & ASSOCIATES

5231 NORTH HARLEM AVENUE

CHICAGO, ILLINOIS 60656

TELEPHONE 773/774-2000

FACSIMILE 773/774-4545

ROBERT R. DI SILVESTRO (1932-2002)
ROBERT J. DI SILVESTRO
STEPHEN R. DI SILVESTRO

LOOP OFFICE
SUITE 2000
ONE NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
312/770-1100

BY FACSIMILE

March 18, 2008

Ms. Maria Cabrera
Attorney at Law
4126 N. Lincoln Avenue, Unit 1
Chicago, Illinois 60618

Re: DIAZ to WESTSIDE ACQUISITION CO., LLC
2119 W. Adams Street, Chicago, Illinois 60612

Dear Ms. Cabrera:

Please be advised that I have been retained by Westside Acquisition Co., LLC concerning the contract to purchase the captioned property. Pursuant to the attorney's approval clause of the contract, please be advised that my client's approval is conditioned upon the following amendments:

- OK 1. Since the transaction is a cash deal the Purchaser requests that the escrow fee be split 50/50 between the Seller and the Purchaser;
- OK 2. Purchaser shall take title as AN RINN, LLC.
- OK 3. The contract shall be contingent upon Purchaser's receipt and satisfaction with the title commitment and survey, at least three (3) business days prior to closing.
- NO 4. The closing date shall be extended until the Seller has provided title and survey acceptable to Purchaser. *Seller shall have 3 bus. days to review above*
- NO 5. Seller shall provide extended coverage at no additional charge to Purchaser.
- OK 6. Wherever the terms of this modification letter shall conflict with the terms of the contract, the terms of this modification letter shall be controlling.

If the above modifications meet with your approval, please sign a copy of this letter and return to my office. Please be advised that the above modifications should not be construed as a revocation of the current contract, nor should they be considered as a counter-offer. In the event that we are unable to complete the modification process within the time period set forth in the contract, I will assume that the period is extended until such time as we have an agreement upon the same in writing. In the event that the above modifications are not approved by your client, my client reserves the right to then declare the contract null and void with earnest money refunded, or to proceed without the requested modifications.

Very truly yours,

[Signature]
Stephen P. Di Silvestro

Agreed as modified

ACCEPTED: *[Signature]*

Agreed
[Signature]
4/9/08

cc: John O'Malley, O'Malley Real Estate (by facsimile)
Michael Mulvihill, Westside Acquisition Co., LLC (by facsimile)

UNOFFICIAL COPY

Maria C. Cabrera, P. C.

Attorney at Law
4126 N. Lincoln Ave., Unit 1
Chicago, IL 60618

Dear Counsel:

As
advised, please
rest assured
Phone: (773) 325-2503

Fax: (773) 325-2504

-Via Facsimile and First Class Mail-

April 25, 2008

Steve Di Silvestro
Attorney at Law
5231 N. Harlem
Chicago, IL 60656

Re: Diaz sale to Westside Acquisition Co., LLC
cc: 2110 W. Adams Ave., Chicago, IL 60612

Dear Counsel:

As you are aware, I represent the Seller in the above referenced transaction. Please be advised that an issue came up on title that I need to clear prior to scheduling the closing. Please rest assured that my client is very serious about selling this property to your client.

Sincerely,



Maria C. Cabrera
Attorney at Law

cc: John K. O'Malley/O'Malley Real Estate (via fax)

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