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CHICAGO ASSOCIATION OF REALTORS CONDOMINIUM REAL ESTATE PURCHASE AND SALE CONTRACT (Including condominium townhomes)



Rev. 02/2008

Doc#: 0907518046 Fee: \$106.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2009 12:35 PM Pg: 1 of 14



1. **Contract.** This Condominium Real Estate Purchase and Sale Contract ("Contract") is made by and between MARTINA
LEWIS PETERS MARLIN (Buyer) and GENEA DE PETER
(Seller) (collectively, "Parties") with respect to the purchase and sale of the real estate and improvements located at
6055 N. STATE ST. APT. 204 CHICAGO, IL 60630 (Property).

The Property P.I.N. # is 14052150171384 Approximate square feet of Property (including parking):
The Property includes parking space (number) _____ which is (check all that apply) _____ located: _____ limited common
element; _____ assigned; _____ indoor; _____ outdoor. If decided, the parking P.I.N. # is: _____

2. **Fixtures and Personal Effects.** All fixtures (as defined in Paragraph 7 of this Contract) in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures and Personal Property"):

- | | | | | |
|--|---|---|--|--|
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Stove/Range | <input checked="" type="checkbox"/> Central air conditioner | <input checked="" type="checkbox"/> Fireplace screen | <input type="checkbox"/> Blinds or attached |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Stairs and custom woodwork | <input checked="" type="checkbox"/> Window air conditioner | <input checked="" type="checkbox"/> and equipment | <input type="checkbox"/> shelves or cabinets |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Security system (wired or wireless) (with code) | <input checked="" type="checkbox"/> Electric air filter | <input checked="" type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Ceiling fan |
| <input checked="" type="checkbox"/> Garbage disposal | <input checked="" type="checkbox"/> Irrigation system | <input checked="" type="checkbox"/> Central humidifier | <input checked="" type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| <input checked="" type="checkbox"/> Trash compactor | <input checked="" type="checkbox"/> Satellite dish | <input checked="" type="checkbox"/> Lighting fixtures | <input checked="" type="checkbox"/> Attached gas grill | <input type="checkbox"/> All planted vegetation |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> T.V. antennas | <input checked="" type="checkbox"/> Electronic garage door(s) with remote control | <input checked="" type="checkbox"/> Heating storms and screens | <input type="checkbox"/> Outdoor play structures |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> LCD/Plasma/flat panel TV equipment | <input checked="" type="checkbox"/> Wall-to-wall carpeting | <input checked="" type="checkbox"/> Window treatments | <input type="checkbox"/> Outdoor shed |
| <input checked="" type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Stereo speakers/turntable and sound | <input checked="" type="checkbox"/> Mail-to-mail copier | <input checked="" type="checkbox"/> Flood warranty in standard | |

Seller also transfers the following: \$162,000 The following items are included: _____

3. **Purchase Price.** The purchase price for the Property is 151,000 (including the parking space, if any, Fixtures and Personal Property) ("Purchase Price").

4. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with ROYAL SERVICE REALTY, INC ("Escrowee") initial earnest money in the amount of \$ 1,000 in the form of CASH ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before 1/30 2009. The Initial Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR \$ _____ ("Final Earnest Money") within 5 business days after the expiration of the Attorney Approval Period (as established in Paragraph 13 of this Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses with respect to the Earnest Money.

5. **Mortgage Commitment.** This Contract is contingent upon Buyer securing by _____ ("Required Commitment Date") a firm written mortgage commitment for a fixed rate or an adjustable rate mortgage loan to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of \$ _____, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____% per year, amortized over _____ years, payable monthly, less for not to exceed _____% plus appraisal and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA Commitment by the First Commitment Date, Buyer shall notify Seller in writing on or before that date. If Buyer is unable to obtain the Required Commitment by the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for _____ upon the same terms, and may credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller agree not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the Second Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

6. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 hereof). If possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ _____ per day ("Use/Occupancy Escrow") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the Use/Occupancy Payments which accrue beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee an amount equal to 2% of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at Closing on Escrowee's first receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow. Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy Payments up to and including the date possession is surrendered, those amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of possession by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses.

Buyer Initials: _____ Seller Initials: _____

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

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7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Escrow money, plus or minus provisions and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to 11/15/2019 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and marketable title prior to Closing.

8. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") with release of liens and rights for other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; liens due by or suffered through Buyer; all special governmental taxes or assessments confirmed and unconfirmed; encumbrance declaration, and bylaws, if any; and general real estate taxes not yet due and payable at the time of Closing.

9. **Real Estate Taxes.** Seller represents that the 2016 general real estate taxes were \$1424.54. General real estate taxes for the Property are subject to the following exceptions (check box if applicable): Homeowner's, Senior Citizen's, Senior Freeze. General real estate taxes shall be prorated based on (A) Act 311 of the most recent ascertainable full year tax bill, or (B) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.

10. **Homeowners Association.** Seller represents that as of the Acceptance Date (as set forth following Paragraph 15 of this Contract), the regular monthly assessment pertaining to the Property is \$544, a special assessment (strike and) has not been levied. The original amount of the special assessment pertaining to the Property was 1 and the remaining amount due at Closing will be 2 and (strike one) shall /shall not be assumed by Buyer at Closing. Buyer acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and these fees may increase, prior to Closing; and (iii) Seller is under an obligation to notify Buyer of any changes to this information, and, if such changes occur, this Contract shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Paragraph 10, Seller shall disclose to Buyer any new assessment that is actually approved and levied prior to Closing within 5 days after Seller receives notice of the new assessment (and in no event later than the Closing Date). Seller shall furnish Buyer a statement from the proper representative certifying that Seller is not at in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar option contained in the bylaws of the Association for the transfer of ownership. Seller shall deliver to Buyer the items stipulated by the Minor Condominium Property Act (365 Pa.C.S. 5061 et seq.) ("MCPA Documents"), including but not limited to the declaration, bylaws, rules and regulations, and the prior and current years' operating budgets within 3 business days of the Acceptance Date. In the event the MCPA Documents disclose that the Property is in violation of any of the regulations, or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer would have to attend in connection with owning the Property, then Buyer may declare this Contract null and void by giving Seller written notice within 5 business days after the receipt of the MCPA Documents, listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited shall be returned 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. Seller agrees to pay any applicable recording and/or confirmation fees as required by the Association, and Buyer agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this Contract shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall pay the commission pursuant to Paragraph U of the General Provisions of this Contract.

11. **Disclosures.** Buyer has received the following (check yes or no): (a) Residential Lead-Based Property Disclosure Report: Yes No; (b) First Disclosure: Yes No; (c) Lead Paint Disclosure and Pamphlet: Yes No; (d) Radon Worksheet and Pamphlet: Yes No; and (e) Zoning Certificate: Yes No.

12. **Dual Agency.** The Parties confirm that they have previously consented to 10/14 ("Licensee") to act as Dual Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this Contract.
Buyer Initials: _____ Seller Initials: _____

13. **Attorney Modification.** Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, earnest money and dates. Any Proposed Modifications that are not forth in writing and accepted by the other party shall ~~be deemed to be a modification to the Contract as if originally set forth in this Contract.~~ If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. ~~IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.~~

14. **Inspection.** Within 5 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), and/or other mold inspection of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (collectively "Inspectors"). The Inspections shall include only major components of the Property, including structural foundation, central heating, central cooling, plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and furnishings. A major component shall be deemed to be a operating component if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer agrees that minor repairs and maintenance costing less than \$500 shall not constitute defects covered by this Paragraph. If the Parties have not reached written agreement resolving the Inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice to the other Party. ~~IN THE EVENT OF SUCH NOTICE, THIS CONTRACT SHALL BE NULL AND VOID AND THE EARNEST MONEY SHALL BE RETURNED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.~~

15. **ENTIRE AGREEMENT AND RIGHTS.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND SEEMS ~~to be a part of the contract.~~ to be a part of the contract. ATTACHED TO AND MADE A PART OF THIS CONTRACT.

Buyer Initials: _____ Seller Initials: _____
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400 Independence Blvd, Suite 100, Orange, NJ 07066 (908) 257-2009 Fax (908) 211-4679

9. Sales Price is \$143,900.00 with \$1,000.00 non-refundable earnest money in the form of CASH REMITTANCE. Closing Agent or Title Company approved by Seller shall hold the earnest money in a non-interest bearing account, unless Seller requires otherwise.

10. This transaction shall be scheduled to close on or before 02/10/2009 for cash transactions or within 5 calendar days of first loan approval by the lender, whichever is earlier. TIME IS OF THE ESSENCE. In the event this sale/transaction does not close by the scheduled closing date, through no fault of the Seller, the contract is null and void. In the event this sale/transaction does not close by the scheduled closing date, through no fault of the Seller, the Purchaser(s) agree to pay toward Seller's carrying costs the greater of \$400.00 per day or 1/10th of 1% of the purchase price per calendar day. The total of the advance shall be credited to Seller on the actual date of closing. If the closing is delayed beyond the original scheduled closing date, then Seller reserves the right to further extend, or amend this contract, and consider it null and void with no further obligation.

11. This contract is a Cash Transaction YES or NO . If yes, for a cash transaction, verification of funds to close is to be provided with the addendum in contract of sale, and the earnest money is non-refundable. Should buyer seek financing, contract will be cancelled.

12. This contract is a Mortgage Financing Transaction YES or NO . If yes, the buyer(s) are to apply for mortgage financing within 3 business days of the seller's execution of contract. Buyer is to provide the seller a copy of financing written loan commitment from Buyer's lender within 21 days from seller's execution of the contract. Lender approval requirements are to be completed within 10 days for written loan commitment. Seller's obligations cannot be used towards Buyer's appraisal costs.

Seller agrees to pay up to but not exceed \$ 600 for fees and expenses charged to Purchaser(s) at closing by Purchaser(s) under the title transaction. In the event Purchaser(s) find that expenses are less than the amount stated above, Purchaser will NOT receive a credit for the balance. If any such credit is applied to other costs incurred by Purchaser(s) regarding this transaction. The seller reserves the right to leave all closing costs and any down payment in the form of cash or check to the lender.

Seller agrees to pay up to but not exceed \$ 600 toward Purchaser(s) toward PMU or VA non-refundable purchase costs.

Seller agrees to pay up to but not exceed \$ 600 toward any contract repairs or any lender required repairs.

Seller will pay up to but not exceed \$ 600 for any above mentioned items.

13. Seller will pay up to but not exceed \$400 for transfer tax for residential. (Per California Assess - certain exemptions is defined in only Section 1 caption)

14. The subject asset may have been built prior to 1978. The Title Issue of Information on Lead Based Paint and Lead Based Paint Hazards must be included as part of this contract. By signing this addendum and attached Lead Based Paint Disclosure the purchaser(s) acknowledge that he/she have received a copy of the EPA manual "Protect Your Family if you Lead in Your Home."

15. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a Bill of Sale for any personal property located on the premises.

16. Purchaser(s) agree to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, fees, losses, damages, liabilities, costs, interest, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any loss on the Property, any damage to the Property and/or injury to Purchaser(s) or any other persons that may arise from inspections, repairs, replacements, Purchaser shall indemnify and fully protect, defend and hold Seller harmless from and against any and all claims, costs, interest, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspection, repairs, replacements or any work performed in or upon the premises by Purchaser or its agents, employees, contractors or assigns. In the event any repairs are made on the premises, or any work or material added to the premises, the value of the premises is enhanced in any way, then in the event that the transaction does not close, all third party for any such material or work done.

17. All parties, including but not limited to, vendors of any and all taxes, fees, utilities, homeowners or condominium associations assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller and Seller, WILL ONLY PAY OR PAYABLE TO THE GOVERNMENT OR ATTORNEY'S FEES AND DUES AND PAYABLE BY SELLER, ACCORDING TO THE TAXING AUTHORITY, AT OR UPON THE DATE OF CLOSING. BUYER SHALL ASSUME ALL OTHER ASSESSMENTS, assessments or payments will be made by Seller post closing. Provision of personal taxes shall be on the basis of 50% of the agreement (with encrow) for final provision of the complete assessment information is available for the County Assessor should be signed at closing by the parties hereto.

18. The Purchaser(s) shall not assign its rights under any part of the Contract without Seller's prior written consent.

19. Purchaser(s) shall remain on the Property immediately after closing, and purchaser(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, fees, losses, liabilities, costs, interest, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser(s) failure to vacate the Property.

20. Insurance policies that are provided. Seller's insurance policies shall be cancelled at time of closing. Seller cannot endorse existing insurance policies to purchaser(s). Any proceeds from insurance coverage for destruction or damage through no fault of the seller or the purchaser(s) shall be retained by the seller. If destruction occurs during the escrow period, seller may not be willing to renegotiate the terms of the contract.

[Handwritten Signature]
Accepted by the Seller of Contract of Sale

Accepted by Buyer: *[Handwritten Signature]* Date: 1-26-2009 Seller's Initials: *[Handwritten Signature]* Date: 1-27-09
AsSetLink # 132531 Client Loan Number: 4080450 SL File Number: 1715955

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4220 Unimarkway Blvd, Suite 140, White Plains, NY 10613 (914) 253-3400 Fax (914) 251-4079

21. Seller does not agree to provide building permits. It is purchaser(s)' responsibility to confirm building and safety compliance on the property during the inspection period.

22. ALL INSPECTIONS and remediation have inspection deadline but not to exceed 14 days, with exception of any inspection covering any of the PURCHASER(S) specific concerns specified under other provisions. Buyer(s) is/are responsible for inspecting the property including all exterior and interior within ten (10) days of the purchase of the property and any agreement, and providing the Seller with written notification of any defects within the three (3) day period upon receipt of notice of the results of any inspection. Within the specified period, the Seller may agree to repair or replace defects as requested by the Buyer. If the parties cannot agree upon repair or replacement to be completed by the Buyer, the agreement herein is null and void and the deposit monies shall be returned to the Buyer without further recourse to either party. If the Buyer does not obtain and deliver the results of said inspection to the Seller, within the time period required hereby, the Buyer shall forfeit his/her right to void the agreement and shall not be entitled to the return of the deposit paid herein.

23. Purchaser shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.

24. If Purchaser(s) alleges any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at regular rates covering alternative coverage for the title objections, then the contract shall remain in full force and Purchaser(s) shall perform pursuant to the standard form herein. If alternative coverage is not available, Seller shall have a minimum of thirty (30) days from the closing of the closing date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or other title issues which in any way impede or impair Seller's ability to convey title as requested herein. If within such thirty (30) day period, Seller is unable or unwilling to resolve such matters with the Purchaser(s) (s) may take title in its then capacity, liberally waiving any title objections, or (2) terminate the contract and receive a refund of any deposit as Purchaser(s) sole and exclusive recourse remedy for such matters. In the event Seller fails to resolve such issues within the above stated thirty (30) day period, it shall be deemed that Seller has determined that it is unable or unwilling to resolve such issues. If title is deemed unmarketable, and the contract is declared null and void, the Seller SHALL NOT reimburse the Buyer for the title charges, survey charges (if any), or any charges incident or related to the purchase of the premises.

The Seller DOES NOT agree to Arbitrate or Mediate any Disputes or Issues that arise pursuant to the contract herein.

25. Occupancy of the Property shall NOT be permitted prior to closing and funding, unless specifically agreed to by Seller to writing and only when Seller's requirements are met and Purchaser(s) signs Seller's Occupancy Agreement.

26. If the Property is located in a post foreclosure area with a redemption period, then Purchaser has been advised and understands that the Property is a foreclosed property and is in a redemption period. Purchaser(s) is/are advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Purchaser agrees to hold Seller harmless from all financial, legal, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Purchaser by reason of or arising out of the redemption or the owner taking possession of the Property.

27. If the Property is located in an area with post foreclosure notification/redemption/redemption period, Purchaser(s) acknowledges settlement will not occur until such notification/confirmation/confirmation order has been granted by the courts. In the event notification/confirmation/confirmation is not granted by the courts, this contract is terminated and Seller will refund Purchaser's deposit, such refund being Purchaser's exclusive remedy for such termination.

28. Seller's insurance is not transferable and will be cancelled at the time of closing. Seller carries or had existing insurance policies to Purchaser(s). Any proceeds from insurance companies for destruction or damage through no fault of the Seller or the Purchaser(s) shall be retained by the Seller.

29. Seller will not justify Purchaser(s) or Purchaser(s) lender a survey. If required by the Purchaser(s) Lender, cost of survey to be at the expense of the Purchaser(s).

30. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed herein and a fully executed original copy is pasted or facsimile of the Contract has been delivered to Purchaser(s).

31. If Buyer is financed and certain agent or if broker is relation of the Buyer, no commission will be paid out. Commission is non-refundable, except the Loan Officer. Loan Officer letter is required. Any inspection and/or attorney review must be completed prior to seller acceptance of this contract. After seller acceptance, inspection reports and/or attorney letters will not be accepted. SELLER'S ACKNOWLEDGMENT SUPERSEDES BUYER'S CONTRACT.

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with modification of addition of last part of paragraph

Phone: 1-30-2009

PURCHASER: *[Signature]*

Print Name: MARTHA GAVIERS RICHARDS

PURCHASER: _____

Date: _____

Date: _____

Date: *2-4-09*

SELLER: HSBC BANK USA NATIONAL ASSOCIATION AS TRU

By: *[Signature]*

Purchaser(s) Initial: *MG/R* Date: 1-30-2009

Seller(s) Initial: _____ Date: *2-4-09*

AssetLink # 132511

Client Loan Number: 4009658

SL File Number: 1715955

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subject to seller address

OFFER DATE 1/24 '09

ACCEPTANCE DATE _____ '09 (Acceptance Date)

BUYER'S INFORMATION:

SELLER'S INFORMATION:

Buyer's Signature: *[Signature]*
Buyer's Signature: _____

Seller's Signature: *[Signature]*
Seller's Signature: _____
Asst. Lic. D.P.R.S. # _____
Licen. in Banking: _____

Buyer's Name(s) (print): MARTINA GRAYTERS MULLER
Address: 6033 N. SHERIDAN RD
City: CHICAGO State: IL Zip: 60660

Seller's Name(s) (print): _____
Address: _____
City: _____ State: _____ Zip: _____

Office Phone: 773-728-2862
Home Phone: _____
Fax: _____
Cell Phone: _____
Email Address: _____

Office Phone: _____ Home Phone: _____
Fax: _____ Cell Phone: _____
Email Address: _____

The names and addresses set forth below are for informational purposes only and subject to change.

The names and addresses set forth below are for informational purposes only and subject to change.

BUYER'S BROKER'S INFORMATION:

SELLER'S BROKER'S INFORMATION:

Designated Agent (print): H. M. WAGNER REALTY SERVICES, LLC
Agent Identification Number: 115437
Broker Name: HELEN A. WAGNER
HELEN A. WAGNER NLS# 07269125

Designated Agent Name (print): _____
Agent Identification Number: _____
City: _____ NLS# _____

Office Address: 6033 N. SHERIDAN RD
City: CHICAGO State: IL Zip: 60660
Office Phone: 773-334-0222 Home: 773-297-0201
Fax: 773-334-2250
Email: HM.WAGNER.REALTY@SBC
GLOBAL.NET

Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

BUYER'S ATTORNEYS INFORMATION:

SELLER'S ATTORNEYS INFORMATION:

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

BUYER'S LENDER'S INFORMATION:

~~BUYER IS RESPONSIBLE FOR DELINQUENT ASSESSMENTS ON PROPERTY IF ANY.~~

Mortgage Broker's Name: CASH SALE
Lender: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

Buyer Initials: *[Signature]* Buyer Initials: _____

Seller Initials: *[Signature]* Seller Initials: _____

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167 GENERAL PROVISIONS

168 **A. Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall
169 be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in this Paragraph 9 of this Contract, if the Property is improved as of the Closing Date,
170 but the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reappropriate taxes within 30
171 days after the bill on the improved property becomes available.

172 **B. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
173 Contract.

174 **C. Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering
175 a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to
176 no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a
177 Commitment for Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every
178 Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30
179 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of
180 money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

181 **D. Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
182 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
183 by personal delivery or commercial delivery service, by mail-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice
184 with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing,
185 negotiating, and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient,
186 provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

187 **E. Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to
188 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this
189 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and
190 request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer
191 acknowledge and agree that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and
192 Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed
193 disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by
194 Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the
195 joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the
196 Circuit Court by the filing of an action in the nature of an interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable
197 attorney's fees, related to the filing of the interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the
198 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

199 **F. Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the
200 Property are in working order and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-hour period immediately prior to
201 Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property is in
202 substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

203 **G. Insulation and Heat Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure
204 requirements as provided by the Federal Trade Commission, and Part 13 is attached. If the Property is located in the City of Chicago, Seller and Buyer shall comply
205 with the provisions of Chapter 5-16-010 of the Chicago Code of Ordinances concerning Heating Cost Disclosure for the Property.

206 **H. Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on
207 the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and
208 before Closing, Seller shall promptly notify Buyer of the Notice.

209 **I. Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an
210 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by
211 the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an
212 escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and
213 the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

214 **J. Survey and Legal Description.** At least 5 days prior to Closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than
215 six months prior to the date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the
216 survey shall be obtained at Buyer's expense. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

217 **K. Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if
218 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

219 **L. RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
220 Procedures Act of 1974, as amended.

221 **M. Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed
222 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet
223 other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be
224 paid by the person designated in that ordinance.

225 **N. Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by
226 Bill of Sale to Buyer.

227 **O. Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted,
228 subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that
229 portion of the total cost related to this violation that is below \$250.00.

230 **P. Time.** Time is of the essence for purposes of this Contract.

231 **Q. Number.** Wherever appropriate within this Contract, the singular includes the plural.

232 **R. Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

233 **S. Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday,
234 Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

235 **T. Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
236 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity,
237 nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they
238 are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or
239 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses
240 (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

241 **U. Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of
242 compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

243 **V. Original Executed Contract.** The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials: _____ Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____

MAR 09 2009

UNOFFICIAL COPY

February 13, 2009

Servicelink
4000 Industrial Blvd.
Aliquippa, Pa. 15001

Re: Cont. No. 132511/1715955

Attention: Melissa Gumbert

Enclosed is the balance of the earnest money due on the property at 6033 N. Sheridan Rd. Unit No. 36 E, Chicago, Illinois 60660 in the amount of \$7100.

It is a pleasure working with you.

Regards,

H.M. Wagner Realty Services, LLC

✓ Helen M. Wagner,
Certified Reo Specialist
6033 N. Sheridan Rd. # 5
Chicago, Illinois 60660\

Phone 773-334-0200
Cell 773-297-0205
Fax 773-334-2250
e-mail reo-hmwagnerrealty@sbcglobal.net

Property of Cook County Clerk's Office



MAIL Classic

UNOFFICIAL COPY

Contract extension

Thursday, February 26, 2009 8:21 PM

From: "Joyce AJohnson" <jajohnsonrealtor@ameritech.net>

To: "Helen Wagner" <hmwagnerrealty@sbcglobal.net>

Hello Helen,

Per our phone conversation the seller is willing to extend the contract to 03/09/2009. Since your client's a member of the board maybe this is all the time needed to pull this together.

Thanks

JOYCE A. JOHNSON-YOUR RELIABLE REALTOR
ROYAL SERVICE REALTY, INC.
5051 N. CLARK ST.
SUITE 1S
CHICAGO, IL 60640
OFFICE (773)769-2210
CELL (773)720-2856
FAX (773) 304-3837
jajohnsonrealtor@ameritech.net

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SH 400672

2-434
710

2/25/2009

\$250.00

John M. Wagner
SIGNATURE

ADDRESS

NOT VALID OVER \$1000.00

PAY TO THE
ORDER OF

MALIBU EAST

Two Hundred Fifty Dollars and No Cents

Transfer for on 36-E

First Commercial Bank

6945 N. Clark • Chicago, Illinois 60626 • (773) 761-4300 Member F.D.I.C.

⑈400672⑈ ⑆071004349⑆ ⑈900424⑈

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AT&T Home | More

Welcome, hmwagnerrealty@sb...

[Sign Out] | Account info | Mail Classic

Check Mail New Home Inbox (17) 100% Message Ser Wagner Realty e Right Tools Righ Extension Letter
Delete Reply Forward Spam Move Print More Actions

Mobile | Settings | Help

Spring Fare Sale! Fly from \$32

Extension Letter

From: Joyce A Johnson <jajohnsonrealtor@ameritech.net>

To: Helen Wagner <hmwagnerrealty@sbcglobal.net>

Date: April 9, 2009

Loading...

Showing 1 of 1 items
Tuesday, March 10, 2009 7:28:24 PM

- Inbox (17)
- Drafts (1)
- Sent
- Spam (0)
- Trash (1)
- Contacts (4)
- Calendar
- Notepad
- All Feeds

- My Folders (4)
- 5757 Shendan docs 6118
- 6171 docs
- 6325 docs
- Advertising
- Birdie
- copyco logo
- Craigslat
- Frank Patrick
- HP laptop
- ImageMaker360.co

- Save avg \$388 Auto Insurance
- Online Degree Programs
- Free Casual Games

Hi Helen

Attached is the extension letter with the date of April 9th.

Thanks,
JOYCE A. JOHNSON-YOUR RELIABLE REALTOR
ROYAL SERVICE REALTY, INC.
5051 N. CLARK ST.
SUITE 1S
CHICAGO, IL 60640
OFFICE (773)769-2210
CELL (773)720-2856
FAX (773)464-3837
 jajohnsonrealtor@ameritech.net

Joyce Johnson
7750 S. Chappel Ave - 60649

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WITH SOFT TOOTHLESS GUMS TO D HIMSELF

UNOFFICIAL COPY

132511

FROM : MOLINS

PHONE NO. : 7737282862

Mar. 08 2009 05:37AM P1

MARTINA G. MOLINS

6033 NORTH SHERIDAN ROAD 25A

CHICAGO, ILLINOIS 60660

(773) 728-2862

Date: March 8, 2009

To: HSBC bank USA National Association
c/o ServiceLink

From: Martina Gruyters Molins

Re: Purchase Contract
Unit 36E, 6033 North Sheridan Road
Chicago, Illinois 60660

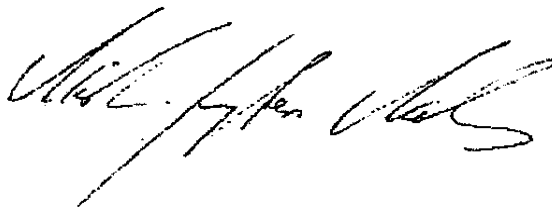
To Whom it may concern:

ADDENDUM TO MY REQUEST TO EXTEND THE CLOSING DATE

In the event the Board of Directors of the Malibu East Condominium exercises its right of first refusal to purchase Unit 36E upon the same terms as the above referenced contract, the earnest money shall be refunded to me.

In the event the Board of Directors of the Malibu East Condominium waives its right of first refusal by issuing its certificate of waiver and Seller has given notice after the certificate of waiver has been issued, that Seller is ready to close and has scheduled the closing of the transaction, and I should decide not to complete the transaction, I shall forfeit the earnest money. The closing shall take place April 9th or sooner, if the Board either waives or exercises its right of first refusal sooner.


Sara Kinner
Lithon Loan Servicing, LP



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Attached Single Status: **ACTV** MLS #: **07069125**
 Address: **6033 N Sheridan Rd Unit 36E, Chicago, 60660**
 Bedrooms: **2** List Price: **\$169,900**
 Baths: **2** Rent Price:
 Total Rms: **4** Area: **8077**
 Master Bedroom Bath: **N** HO Assessments: **\$564**
 # Fireplaces: Frequency:
 PIN: **14052150171384** Taxes: **\$1,429.84**
 Spec Asmt/Serv Area: **N** Tax Year: **2006**
 Type Ownership: **Fee Simple** Tax Exemptions:
 Agent Owned/Interest: **N** Year Built: **1972**
 Basement: **N** Built Before 1978: **Y**
 Parking Type: **Space/s** # Cars: **1**
 Subdivision:
 Type: **Condo** Contract Date:
 Style: Sold Price:
 Approx SF: **1433** Rented Price:
 Exterior: **Brick (BR)**
 Age: **26-50 Years**

How SAVE

168

Elementary: District #: **299**
 Middle: District #: **299**
 High: District #: **299**

Lot Dimensions: **COMMON** Lot Size:
 Acres: Waterfront: **Y** Coordinates: North: **6000** South: **0** East: **0** West: **1000**

Directions: **LSD N TO HOLLYWOOD, W TO SHERIDAN, N TO 6033**

ROOM NAME	SIZE	LEVEL	FLOORING	WIN TRMT	ROOM NAME	SIZE	LEVEL	FLOORING	WIN TRMT
Living Room:	21X17	Main Level	Hardwood						
Dining Room:		Not Applicable							
Kitchen:	13X10	Main Level							
Family Room:		Not Applicable							
Master Bedroom:	20X11	Main Level							
2nd Bedroom:	16X11	Main Level							
3rd Bedroom:									
4th Bedroom:									

Air: **3+ (Window/Wall Unit)**
 Appliances: **Oven/Range, Refrigerator**
 Assessments Include: **Heat, Water, Common Insurance, TV/Cable, Lawn Care, Scavenger, Snow Removal**
 Basement:
 Bath Amenities:
 Dining Room: **Combined w/ LivRm (WLR)**
 Features:
 Fireplace:
 Garage: **Attached**
 Heat/Fuel: **Electric**
 Lot Description:
 Sewer: **Sewer-Public**

FAX- 773-304-3837

*229
170
59*

145

Remarks: **THIS IS A WOW!! FACTOR. AWESOME LAKE VIEW FROM THE 36TH FLOOR. 2 BEDROOMS, 2 BATHROOM, ALL WITH A VIEW. POOL, RACQUITBALL, PINGPONG, BILLARDS, TENNIS, SAUNAS, AND EXERCISE ROOM. 2ND BATH ROOM NEEDS A LITTLE WORK. THIS IS REALLY THE HIGH LIFE. A LOT OF LOVE HAS BEEN PUT INTO THIS UNIT, HARDWOOD FLOORS TH ROUGHT-OUT.**

Agent Remarks:

Holds Earnest Money: **Y**
 Cooperative Compensation: **3.0-500**
 Showing Instructions: **CALL LISTING AGENT**
 Owner: **OWNER OF RECORD**
 List Office: **Royal Service Realty, Inc.**
 List Agent: **JOYCE A. JOHNSON**
 List Agent E-mail: **jajohnsonrealtor@ameritech.net**
 Co-Lister:
 List Date: **11/07/2008** Contract Date:
 Off-Market Date: Expiration Date:
 Selling Office:

Pay 74 on print 12

Listing Type: **Exclusive Right To Sell**
 Special Compensation Information: **None**
 Lock Box: **Easy Show®**
 Owner's Phone:
 ID#: **17920** Office Phone: **(773) 769-2210**
 ID#: **108645** Agent Phone: **(773) 720-2856**

Agents Additional Contact #:
 Closed Date:
 Status Date: **01/21/2009** Original List Price: **\$229,900**
 Selling Agent: Listing Market Time: **78**

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Prepared By: **HELEN WAGNER - H. M. Wagner Realty Services 01/23/2009 06:18 PM**

*6-33
2-57A*

*Stone
5857 N Clark
registered*

8 offices

7 on-line

*Call Martine when info on this
mids I get info on this
168,000
17*

UNOFFICIAL COPY

PAY TO THE ORDER OF
 One Thousand Dollars and No Cents

SERVICE LINK

First Commercial Bank
 6945 N. Clark, Chicago, Illinois 60626 • (773) 761-4300 Member F.D.I.C.

[Signature]
 ADVISER

CHICAGO MONDAY MORNING

NOT VALID OVER \$1000.00

1/27/2009

\$1,000.00

SH 400649

6434
 710

⑈400649⑈ ⑆071004349⑆ ⑆900424⑆

Property of Cook County Clerk's Office

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Exhibit "A" Legal Description

All that certain CONDOMINIUM of land situate in the County of Cook, State of Illinois, being known and designated as follows:

LOTS 1, 2, 3, 4 AND S (EXCEPT THE WEST 14 FEET OF SAID LOTS) IN BLOCK 16, ALSO ALL THE LAND LYING EAST OF AND ADJOINING SAID LOTS 1, 2, 3, 4 AND 5 LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDER'S OFFICE OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 1, 1931 AS DOCUMENT 10938695 ALL IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 15485 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 21426211; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

Tax ID: 14-05-215-017-1384