

# UNOFFICIAL COPY



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Pritchett & Associates  
Attn : Kevin O. Pritchett, Esq.  
One Westbrook Corporate Center  
Suite# 300  
Westchester, Illinois 60154

Doc#: 0915454042 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/03/2009 11:50 AM Pg: 1 of 4

## NOTICE OF OPTION CONTRACT FOR SALE & PURCHASE

This NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE (the "Notice") is made, executed and delivered as of the 28<sup>th</sup> day of April, 2009, by and between Anuj & Anil Shalla (the "Seller") and Phillip DeFrancesco (the "Buyer").

The Seller has granted, and does hereby further grant, to Buyer an option to purchase the real estate as described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"), upon and subject to all terms, covenants and conditions set forth in the Option Contract For Sale and Purchase between Seller and Buyer.

The term of this Option Contract is from the 28<sup>th</sup> day of April 2009, and expires on the 28<sup>th</sup> day of December, 2009 (the "Option Period"). The Buyer can exercise and complete this Option Contract at any time during the Option Period.

**This Option Contract may be terminated and this Notice released and satisfied of record by execution and recording a f Release of Option Contract signed only by the Buyer.**

The Option Contract for Sale and Purchase contains the following Representations and Warranties:

**5. REPRESENTATIONS, WARRANTIES AND COVENANTS:** To induce the BUYER to enter into this Agreement, the SELLER makes the following representations, warranties, and covenants.

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E. SELLER understands that the transaction described in this Contract is a short sale and is contingent upon acceptance by Lien Holders of discounts off of outstanding balances. Furthermore, Seller acknowledges that **SELLER WILL RECEIVE NO FUNDS UPON CLOSING OF THE SHORT SALE DESCRIBED IN THIS CONTRACT.**

G. From and after the Commencement Date, SELLER hereby grants the Buyer and/or their representatives all of the necessary rights to list for sale, market, negotiate and enter into a contract to lease or sell the property to a third party. All documentation in connection with the foregoing will be made available at the request of all Lenders, Sellers and Buyers involved in the transaction. *This Contract expressly restricts the Buyer from transferring or encumbering or purporting to transfer or encumber any interest in the property to any third party prior to the time Seller may cancel the transaction per Section 26.*

*See Exhibit A Legal Description Attached*

IN WITNESS WHEREOF, the parties have executed this Notice as of the date first above written.

AS TO SELLER

[Signature]  
SELLER Anuj Bhalla  
[Signature]  
WITNESS

[Signature]  
SELLER ANIL BHALLA  
[Signature]  
WITNESS #2 (Notary may be witness)

State of ILLINOIS  
County of Cook

On 4/29/09 before me, Marisela Soto, a notary public, personally appeared Anuj + Anil Bhalla, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing is true and correct.

Witness my hand and official seal.

Signature [Signature]  
(Seal)



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~~AS TO BUYER~~

BUYER

BUYER

WITNESS

WITNESS #2 (Notary may be a witness)

State of Illinois

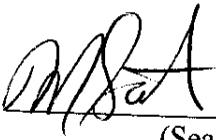
County of Cook

On 4/29/09 before me, Marisela Soto, a notary public, personally appeared Philip Delacruz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing is true and correct.

Witness my hand and official seal.

Signature



(Seal)



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## EXHIBIT A

### Description of Property

Legal description:

See Below

Property Address: 10 E. Ontario # 1411

City, State Zip: Chicago, IL 60611

Assessor Parcel #: 17-10-111-014-1385

5. The land referred to in this Commitment is described as follows:

**PARCEL 1:**

UNIT(S) 1411 AND N/A IN THE PRIVATE RESIDENCES AT ONTARIO PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF ASSESSOR'S DIVISION OF BLOCK 36 IN KINZIE'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0530118066 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE EXCLUSIVE RIGHT TO THE USE OF S-3703, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0530118066.

**PARCEL 3:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, SUPPORT AND ENJOYMENT AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS DOCUMENT NUMBER 0530118065.

Note: For informational purposes only, the land is known as:

10 East Ontario Street, Unit 1411  
Chicago, IL 60611

A3/A

SELLER INITIAL BUYER INITIAL