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MEMORANDUM OF CONTRACT

Doc#: 0930934040 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/05/2009 11:29 AM Pg: 1 of 13

Addison Winthrop, Inc., an Illinois company authorized to do business in the State of Illinois, hereby gives notice of a contract to purchase the real property described below:

LEGAL DESCRIPTION

Unit 3 in the Lakeview Pointe Condominium as delineated on a survey of the following described real estate:

SEE ATTACHED FULL LEGAL DESCRIPTION

C/K/A 7768 N Sheridan Road, Unit 1
Chicago, IL 60626

PINs: 11-29-101-033-1101

DATED: 30 October 2009

ADDISON WINTHTROP INC

Illinois File No. 6689-834-2


By One Its Managers

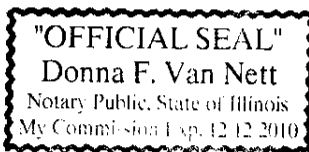
State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Henry Mockus, acting in his capacity as MANAGER for Addison Winthrop Inc, and not personally, 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, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 30th day of October, 2009.


NOTARY PUBLIC

Prepared by:
Addison Winthrop Inc
310 Busse Hwy
Park Ridge, IL 60068



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EXHIBIT "A"

LEGAL DESCRIPTION

Unit 3 in the Lakeview Pointe Condominium as delineated on a survey of the following described real estate:

Parcel 1: Lots 1 to 7 inclusive (except that part of Lot 7 described as follows: Commencing at the Southwest corner of said Lot 7; thence East 51.94 feet; thence North to a point on the North line of said Lot 7, 38.61 feet East of the Northwest corner thereof; thence West to the Northwest corner thereof; thence South on the West line of said Lot to the point of beginning) in Ferguson's Birch Park Addition to Evanston, being a subdivision of Lots 44 to 46 in Lowenmeyer's Lakeside Terrace Addition to Evanston, also of Lots 1 and 2 (except the West 20 feet of said Lot 2) in Block 1 in Ferguson's Birchwood Addition to Evanston also the vacated part of Sheridan Road described as follows: Commencing at the Southeast corner of Lot 1 in Block 1 in Ferguson's Birchwood Addition to Evanston; thence Northeasterly in a straight line to the Southwest corner of Lot 44 in Lowenmeyer's Lakeside Terrace Addition to Evanston; thence Northerly along the West line of said Lot 44 to the Northwest corner thereof; thence West in a straight line to the Northeast corner of Lot 2 in Block 1 in Ferguson's Birchwood Addition to Evanston; thence Southeasterly in a straight line to the point of beginning all in the Northwest quarter of Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel 2: That part of Lot 7 in Ferguson's Birch Park Addition to Evanston described as follows: Commencing at the Southwest corner of said Lot 7; thence East 51.94 feet; thence Northerly on a straight line to a point on the North line of said Lot 7, 38.61 feet East of the Northwest corner of said Lot; thence West to the Northwest corner of said Lot; thence South along the West line of said Lot to the point of beginning, in the Northwest quarter of Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: All that part of the East-West 16 foot vacated alley, lying North of the North line of Lots 1 to 7, both inclusive, in Ferguson's Birch Park Addition to Evanston, aforesaid, which lies West of the West line of N. Sheridan Road extended North and East of the West line of Lot 7, extended North, in Ferguson's Birch Park Addition to Evanston, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 0030097477, and as amended, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

11-29-101-033-1101

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CHICAGO ASSOCIATION OF REALTORS®
RESIDENTIAL REAL ESTATE PURCHASE AND SALE CONTRACT
(single family home/fee simple townhome)



Rev. 01/2008

1. Contract. This Residential Real Estate Purchase and Sale Contract ("Contract") is made by and between ADDISON WINTERKOPF ("Buyer") and OWNER OF RATED ("Seller") (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at 7708 N. SHERRILL RD. UNIT 1, CHICAGO IL 60640 ("Property").

Property P.I.N. #: Lot size: Approximate square feet of Property:

2. Fixtures and Personal Property. At Closing (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"):

- 9 Refrigerator, 10 Oven/Range, 11 Microwave, 12 Dishwasher, 13 Garbage disposal, 14 Trash compactor, 15 Washer, 16 Dryer, 17 Water Softener, 18 Sump Pump, 19 Smoke and carbon monoxide detectors, 20 Intercom system, 21 Security system, 22 Satellite Dish, 23 T.V. antennas, 24 LCD/Plasma/multimedia equipment, 25 Stereo/speakers/surround sound, 26 Central air conditioner, 27 Window air conditioner, 28 Electronic air filter, 29 Central humidifier, 30 Fireplace screen and equipment, 31 Fireplace gas log, 32 Firewood, 33 Attached gas grill, 34 Existing storms and screens, 35 Window treatments, 36 Home warranty (if attached), 37 Built-in or attached shelves or cabinets, 38 Ceiling fan, 39 Radiator covers, 40 All planted vegetation, 41 Outdoor play set/swings, 42 Outdoor shed

Seller also transfers the following: The following items are excluded: \$250,000

3. Purchase Price. The purchase price for the Property (including the Fixtures and Personal Property) is \$235,000. ("Purchase Price").

4. Earnest Money. Upon Buyer's execution of this Contract, Buyer shall deposit with BUSH BROTHERS ("Escrowee") initial earnest money in the amount of \$3,250.00, 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 10/15/2009. The Initial Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR \$ (Final Earnest Money) within 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 Contingency. This Contract is contingent upon Buyer securing by WA 20 ("First Commitment Date") a firm written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted 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, loan fee 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 mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested 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 choose 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 First 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 below). If possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ per day ("Use/Occupancy Payments") 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 portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee a sum 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 in Escrowee's form of 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 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, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments 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 be reimbursed from the Possession Escrow for all costs, including reasonable attorneys' 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 attorneys' fees, costs, and expenses.

7. Closing. Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations 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 10/31/2009 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and merchantable title prior to Closing.

Buyer Initials: [Signature] Buyer Initials:

Seller Initials: CR Seller Initials:

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

69 9. Real Estate Taxes. Seller represents that the 20____ general real estate taxes were \$_____. General real estate taxes for the
70 Property are subject to the following exemptions (check box if applicable): Homeowner's, Senior Citizen's, Senior Freeze. General real
71 estate taxes shall be prorated based on (i) 100 % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
72 writing prior to the expiration of the Attorney Approval Period.

73 10. Property Subject to Homeowners Association. (If not applicable, strike this entire Paragraph) Seller represents that as of the
74 Acceptance Date (as set forth following Paragraph 15 of this Contract), the regular monthly assessment pertaining to this unit is \$_____; a
75 special assessment (strike one) has / has not been levied. The original amount of the special assessment pertaining to this unit was \$_____.
76 and the remaining amount due at Closing will be \$25,700.00 and (strike one) shall / shall not be assumed by Buyer at Closing. Buyer
77 acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and
78 these fees may increase, prior to Closing; and (iii) Seller is under no obligation to notify Buyer of any changes to this information, and, should
79 changes occur, this Contract shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Paragraph 10, Seller
80 shall disclose to Buyer any new assessment that is actually approved and levied prior to Closing no later than 5 days after Seller is notified of the
81 new assessment (and no event later than the Closing Date). Seller shall furnish Buyer a statement from the proper representative certifying that
82 Seller is current in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained
83 in the bylaws of the Association for the transfer of ownership. Seller shall deliver to Buyer the items stipulated by the Illinois Condominium
84 Property Act, 785 ILCS 605 (a) (a) ("ICPA Documents"), including but not limited to the declaration, bylaws, rules and regulations, and the prior
85 and current years' operating budgets within 10 business days of the Acceptance Date. In the event the ICPA Documents disclose that the
86 Property is in violation of existing rules, regulations, or other restrictions or that the terms and conditions contained within the documents would
87 unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer would have to extend in connection with
88 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
89 the ICPA Documents, listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited shall be returned to
90 Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall
91 remain in full force and effect. Seller agrees to pay any applicable processing/moveout/transferring fees as required by the Association, and Buyer
92 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
93 shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall pay the commission pursuant to Paragraph V of the
94 General Provisions of this Contract.

95 11. Disclosures. Buyer has received the following (check yes or no): (a) Residential Real Property Disclosure Report: Yes/ No; (b) Heat
96 Disclosure: Yes/ No; (c) Lead Paint Disclosure and Pamphlet: Yes/ No; (d) Radon Disclosure and Pamphlet: Yes/ No; and (e) Zoning
97 Certification Yes/ No.

98 12. Dual Agency. The Parties confirm that they have previously consented to _____ ("Licensee") to act as Dual Agent
99 in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this
100 Contract.

101 Buyer Initials: _____ Seller Initials: _____ Seller Initials: _____

102 13. Attorney Modification. Within 10 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective
103 attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's
104 compensation and dates. Any Proposed Modifications that are set forth in writing and agreed by the other party shall become terms of this Contract
105 as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
106 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
107 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. **IN THE ABSENCE OF DELIVERY OF
108 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
109 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

110 14. Inspection. Within 10 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense
111 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
112 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each, an
113 "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,
114 plumbing, wall, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in
115 operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer
116 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,
117 prior to expiration of the Inspection Period. Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects
118 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspector's report. Buyer
119 agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
120 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written
121 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
122 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED
123 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

124 15. General Provisions and Riders. THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY
125 BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL
126 PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS _____ (list Rider numbers here) AND
127 ADDENDUM _____ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

22, 23, SS Buyer FEE AGREEMENT

(SIGNATURE PAGE FOLLOWS)

Buyer Initials: PK Buyer Initials: _____

Seller Initials: Ch Seller Initials: _____

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128 OFFER DATE: Sept 20 2009

ACCEPTANCE DATE: 10/10 2009 (Acceptance Date)

129 BUYER'S INFORMATION:

SELLER'S INFORMATION:

130 Buyer's Signature: [Signature] **215 MANAGING DIRECTOR**

130 Seller's Signature: [Signature]

132 Buyer's Name(s) (print): ADDISON, WINDYBROOK LLC

132 Seller's Name(s) (print): Carlos McCain

133 Address: 310 Bussell

133 Address: 767 N SHENAN

134 City: PARK RIDGE State: IL Zip: 60068

134 City: CHICAGO State: IL Zip: 60626

135 Office Phone: 312-892-1940 Home Phone: _____

135 Office Phone: _____ Home Phone: _____

136 Fax: _____ Cell Phone: _____

136 Fax: _____ Cell Phone: _____

137 Email Address: _____

137 Email Address: _____

138 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.

140 BUYER'S BROKER'S INFORMATION:

SELLER'S BROKER'S INFORMATION:

141 Designated Agent (print): Anthony Patton

141 Designated Agent Name (print): George Cuevas

142 Agent Identification Number: 182147

142 Agent Identification Number: 180681

143 Broker Name: SMART Property MLS # _____

143 Broker Name: ASPIRE Property Residential 84287

144 Office Address: 5050 N. Broadway

144 Office Address: 1705 N. ASHLAND AVE

145 City: CHICAGO State: IL Zip: 60640

145 City: CHICAGO State: IL Zip: 60622

146 Office Phone: 773-275-2709 Cell Phone: 630-640-5057

146 Office Phone: 312-320-8224 Cell Phone: _____

147 Fax: 773-275-2701

147 Fax: 312-399-0917

148 Email: Anthony.Patton@SmartChicago.com

148 Email: georgecuevas@sbcglobal.net

149 BUYER'S ATTORNEY'S INFORMATION:

SELLER'S ATTORNEY'S INFORMATION:

150 Attorney Name: _____

150 Attorney Name: Robert D. Lattas

151 Firm: _____

151 Firm: _____

152 Office Address: _____

152 Office Address: 2220 W. NORTH AVE

153 City: _____ State: _____ Zip: _____

153 City: CHICAGO State: IL Zip: 60647

154 Office Phone: _____ Cell Phone: _____

154 Office Phone: 312-850-2622 Cell Phone: _____

155 Fax: _____

155 Fax: 312-850-2623

156 Email: _____

156 Email: rdl@lattaslaw.com

(PN) 312-850-2622

157 BUYER'S LENDER'S INFORMATION:

CASH

158 Mortgage Broker's Name: _____

159 Lender: _____

160 Office Address: _____

161 City: _____ State: _____ Zip: _____

162 Office Phone: _____ Cell Phone: _____

163 Fax: _____

164 Email: _____

Buyer Initials: [Signature] Buyer Initials: _____

Seller Initials: [Signature] Seller Initials: _____

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165 GENERAL PROVISIONS

166 A. Provisions. 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
 167 be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but
 168 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 reparate taxes within 30
 169 days after the bill on the improved property becomes available.

170 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 in this
 171 Contract.

172 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
 173 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
 174 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
 175 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
 176 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
 177 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
 178 money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

179 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
 180 Contract. The mailing of notices by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
 181 by personal delivery or commercial delivery service, by mail-to-grant, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice
 182 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,
 183 negotiating, and amending this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient,
 184 provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

185 F. 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
 186 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
 187 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
 188 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
 189 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
 190 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
 191 disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disperse the Earnest Money as previously notified by
 192 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
 193 joint written direction of Seller and Buyer regarding distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the
 194 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
 195 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
 196 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

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

201 G. Insulation Disclosure Requirements. If the Property is under construction, Buyer and Seller shall comply with all insulation disclosure requirements as
 202 provided by the Federal Trade Commission, and R102 is attached.

203 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
 204 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
 205 before Closing, Seller shall promptly notify Buyer of the Notice.

206 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
 207 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
 208 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
 209 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
 210 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.

211 J. Survey. At least 5 days prior to Closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the
 212 date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained
 213 at Buyer's expense.

214 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
 215 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

216 L. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.

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

219 N. 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
 220 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
 221 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
 222 paid by the person designated in that ordinance.

223 O. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by
 224 Bill of Sale to Buyer.

225 P. 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,
 226 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
 227 portion of the total cost related to this violation that is below \$250.00.

228 Q. Time. Time is of the essence for purposes of this Contract.

229 R. Number. Wherever appropriate within this Contract, the singular includes the plural.

230 S. 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.

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

233 U. 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
 234 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,
 235 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
 236 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
 237 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
 238 (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

239 V. 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
 240 compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

241 W. Original Executed Contract. The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials: g Buyer Initials: _____

4 of 4

Seller Initials: cm Seller Initials: _____

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ADDENDUM A

For Property commonly known as

7768 N Sheridan Road. Unit 1 Chicago Il. 60660

There is no Financing contingency this is a Cash Transaction

Total purchase price is to be divided among any first and second lein holder on record at the discretion of each such lender.

If necessary a part of this purchase price can be directed to a 2nd lein holder at closing.

Upon Acceptance of offer the following is requested to be met.

- 1) Double Garage space is to be included – separate pins to be included up on acceptance.
- 2) Clear title upon closing
- 3) Decs/ Bylaws , plat of survey, Condo Paid Assessment letter, Copy of current condo budget.
- 4) Seller paid taxes through current period.

ADD SALES LEADERSHIP - AC.

Alfred J. S. Managing Director _____ Date 9/22/09
 Seller Buyer

Cal [Signature] _____ Date 10/10/09
 Buyer Seller

Cook County Clerk's Office

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ADDENDUM NO. 22 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with and Offer Reference Date of _____ including all prior addenda and counteroffers, between D. F. VanNest, Buyer, and BOB as Seller, regarding the Property located at 1762 N. SPERDIN CHICAGO IL. The following terms are hereby incorporated as part of the REPC:

1. Short sale addendum to be part of contract & property to be sold in AS-IS condition.
2. "No later than four days after this accepted REPC becomes a Primary Contract, the seller shall submit to the Third Parties the REPC (the "proposed REPC"), together with any additional documentation required by the Third Parties, for review and approval.
3. No seller contribution will be made for any buyers' appraisal and/or termite related fees or repairs.
4. No home warranty (o b) provided by seller
5. The Seller has the right to continue to offer the property for sale to obtain a higher price offer and to accept offers subject to the rights of the Buyer's agent. The Buyer has 48 hours from receipt of Seller's notice to either: (1) Present Seller highest and best offer and provide reasonable evidence of Buyer's ability to perform the agreement, or (2) Maintain established price in a Backup position. Or (3) allow the agreement automatically to become null and void.
6. There will be no survey given by seller
7. Taxes will be prorated at 100% or what is mutually agreed upon by attorneys.
8. Purchaser must fully apply for loan application within 2 business days of seller acceptance.
9. Purchaser must be pre-approved by lender of seller's choice to verify financing. Purchaser does not have to use any certain lender but for seller's protection that the potential purchaser is a ready, willing, and able buyer.
10. Upon written seller acceptance earnest money shall be deposited with Sellers Agent
11. Purchaser understands the short sale process can take up to 90 days. All efforts by seller and seller's agents will be done to move the process more quickly.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES OF THE REPC (CHECK APPLICABLE BOX): ARE CHANGED AS FOLLOWS: Seller Disclosure & Financing Loan Commitment to be 7 days from written lien holder approval. Appraisal Deadline to be 3 days from written lien holder approval. Settlement or closing Deadline to be 21 days from written lien holder approval.

Seller's Signature [Signature] Date 10-10-09

Buyer's Signature [Signature] Date 10/06/2009
D. F. Van Nest

Addendum No. 22 to REPC

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RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT**

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 7768 N. Sheridan
 City, State & Zip Code: Chicago, IL 60660
 Seller's Name: Carl McChin

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 12/12, 2008, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawlspace or basement.
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings or chimney.
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the walls or floors.
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the fireplace or woodburning stove.
13.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.

Phone:

Fax:

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Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

Sold As-is

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:
Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Cal Miller Date: 12/12/08

Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

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DISCLOSURE OF INFORMATION ON RADON HAZARDS (For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Property Address: 7768 N. Sheridan Chicago, IL 60660

Seller's Disclosure (initial each of the following which applies)

- (a) _____ Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)
- (b) _____ Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) CM Seller has no knowledge of elevated radon concentrations in the dwelling.
- (d) CM Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) _____ Purchaser has received copies of all information listed above.
- (f) _____ Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial) (if applicable)

- (g) RZ Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she provided is true and accurate.

Seller	<u>Carlos McCain</u> Printed Name	Seller	_____ Printed Name
Seller	<u>[Signature]</u> Signature	Date	<u>12/2/08</u>
Purchaser	_____ Printed Name	Purchaser	_____ Printed Name
Purchaser	_____ Signature	Date	_____
Agent	<u>Roman Zvyagelsky</u> Printed Name	Agent	_____ Printed Name
Agent	<u>[Signature]</u> Signature	Date	<u>12/12/08</u>

UNOFFICIAL COPY**CHICAGO ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS****Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial) (All Sellers should initial)

- CM (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- CM (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial) (All Purchasers should initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial) (Seller's Designated Agent)

- KZ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Carl M. Can Date 12/12/08 Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____

Agent [Signature] Date 12/12/08 Agent _____ Date _____

Location of Property 7768 N. Sheridan City Chicago State IL Zip Code 60660

Keep a fully executed copy of this document for three (3) years from the date hereof.
This Disclosure Form should be attached to the Real Estate Sale Contract.

Phone:

Fax:

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com