



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Law office of Robert D. Lattas
Attorney & Counselor at Law
2220 West North Avenue
Chicago, Illinois 60647

Doc#: 0931346050 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2009 03:06 PM 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 23rd day of October, 2009, by and between Brad Zunker (the "Seller") and Michael Cuevas (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 23rd day of October, 2009, and expires on the 23rd day of April, 2010 (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 of Release of Option Contract signed only by the Buyer.

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

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

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.**

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


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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

SELLER	SELLER
	
WITNESS	WITNESS #2 (Notary may be witness)

State of **ILLINOIS**
County of Cook

On 10/23/09 before me, Denise Mitchell, a notary public, personally appeared Brad Zuiker, 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 Denise Mitchell



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AS TO BUYER

[Signature]
BUYER

BUYER

WITNESS

WITNESS #2 (Notary may be a witness)

State of Illinois
County of Cook

On 10/23/09 before me, Denise Mitchell, a notary public, personally appeared Michael Cuevas, 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 *Denise Mitchell*



UNOFFICIAL COPY**EXHIBIT A****Description of Property**

Legal description:

PARCEL 1:

UNIT 303 AND PARKING P-57 IN THE 1001 MADISON CONDOMINIUM AS DEPICTED ON THE SURVEY OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, EXCEPT THAT SPACE LYING BELOW A CERTAIN HORIZONTAL PLANE LOCATED 62.00 FEET ABOVE CHICAGO CITY DATUM WHICH IS CONTAINED WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THOSE PARTS OF LOTS 1 THROUGH 9, INCLUSIVE AND TAKEN AS A SINGLE TRACT, IN EDWARD K. ROGER'S SUBDIVISION OF BLOCK 1 OF CANAL TRUSTEES' SUBDIVISION, AND OF BLOCK 5 OF DUNCA'S ADDITION TO CHICAGO, ALL IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 31, 2002 AS DOCUMENT NUMBER 0021203593, AND AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EXCLUSIVE RIGHT TO USE STORAGE SPACE S-31, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION, AFORESAID.

Note: For informational purposes only, the land is described as:
1001 W. Maddon #303, Chicago, IL 60607

Property Address: 1001 W. Madison #303

City, State Zip: Chicago, IL 60607

Assessor Parcel #: 17-17-203-030-1018