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## MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) Abida Hussain

3 Seller(s) (Please Print) Owner Of Record

4 If Dual Agency applies, complete Optional Paragraph 41.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the Property, all improvements, the fixtures and

6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the

7 Real Estate with the approximate lot size or acreage of 7875 Sq Ft commonly known as:

8 9042 Bennett Ave Skokie IL 60076  
 9 Address City State Zip

10 Cook None 10-14-41-3023-0000  
 11 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) \_\_\_\_\_; identified as Space(s) # \_\_\_\_\_  
 13 (check type)  deeded space  limited common element  assigned space.

14 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and included Personal Property are owned by  
 15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise  
 16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems  
 17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

- |   |  |   |  |
|---|--|---|--|
| 19 <input checked="" type="checkbox"/> Refrigerator     | <input checked="" type="checkbox"/> Central Air Conditioning | <input checked="" type="checkbox"/> Central Humidifier        | <input checked="" type="checkbox"/> Light Fixtures, as they are      |
| 20 <input checked="" type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioners             | <input checked="" type="checkbox"/> Water Softener (owned)    | <input checked="" type="checkbox"/> Built-in or Attached Shelving    |
| 21 <input type="checkbox"/> Microwave                   | <input checked="" type="checkbox"/> Ceiling Fan(s)           | <input checked="" type="checkbox"/> Sump Pumps                | <input checked="" type="checkbox"/> All Window Treatments & Hardware |
| 22 <input checked="" type="checkbox"/> Dishwasher       | <input checked="" type="checkbox"/> Intercom System          | <input type="checkbox"/> Electronic or Media Air Filter       | <input checked="" type="checkbox"/> Existing Storms & Screens        |
| 23 <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> TV Antenna System                   | <input type="checkbox"/> Central Vac & Equipment              | <input checked="" type="checkbox"/> Fireplace Screens/Doors/Grates   |
| 24 <input type="checkbox"/> Trash Compactor             | <input type="checkbox"/> Satellite Dish                      | <input checked="" type="checkbox"/> Security Systems (owned)  | <input type="checkbox"/> Fireplace Gas Logs                          |
| 25 <input checked="" type="checkbox"/> Washer           | <input type="checkbox"/> Outdoor Shed                        | <input checked="" type="checkbox"/> Garage Door Openers       | <input type="checkbox"/> Invisible Fence System, Collars & Box       |
| 26 <input checked="" type="checkbox"/> Dryer            | <input checked="" type="checkbox"/> Planted Vegetation       | <input type="checkbox"/> with all Transmitters                | <input checked="" type="checkbox"/> Smoke Detectors                  |
| 27 <input type="checkbox"/> Attached Gas Grill          | <input type="checkbox"/> Outdoor Playsets                    | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input checked="" type="checkbox"/> Carbon Monoxide Detectors        |

28 Other items included: None

29 Items NOT included: None

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in  
 31 operating condition at Possession, except: None

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is  
 33 intended, regardless of age, and does not constitute a threat to health or safety.

34 Home Warranty  shall  shall not be included at a Premium not to exceed \$ None

35 **4. PURCHASE PRICE:** Purchase Price of \$ 520,000.00 shall be paid as follows: initial earnest money  
 36 of \$ 20,000 by  check,  cash OR  note due on Acceptance, 2009 to be increased  
 37 to a total of \$ None by None, 20. The earnest money shall be held by the  
 38 [check one]  Seller's Broker  Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.  
 39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial <u>AHS</u>	Buyer Initial _____	Seller Initial	Seller Initial _____
Address <u>9042 Bennett Ave</u>		<u>Skokie</u>	<u>IL</u> <u>60076</u> v5.0e

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40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's  
41 check is guaranteed by a licensed title insurance company).

42 6. CLOSING: Closing or escrow payout shall be on Dec 09, 2009 or at such time as mutually  
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its  
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall  
45 be agreed mutually by the Parties.

46 6. POSSESSION: Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the  
47 time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate  
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

49 7. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer [check one]  has  has  
50 not received a completed Illinois Residential Real Property Disclosure Report; [check one]  has  has not  
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [check one]  has  has not  
52 received a Lead-Based Paint Disclosure; [check one]  has  has not received the IEMA Pamphlet "Radon  
53 Testing Guidelines for Real Estate Transactions"; [check one]  has  has not received the Disclosure of  
54 Information on Radon Hazards

55 8. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants;  
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;  
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).  
58 Accumulated reserves of a Homeowner, Condominium Association(s) are not a proratable item. Seller  
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$0.00  
60 per 00 (and, if applicable, Master/Umbrella Association fees are \$00 per 00). Seller agrees  
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed  
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or  
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate  
64 taxes shall be prorated as of the date of Closing based on 100 % of the most recent ascertainable full year  
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the  
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior  
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary  
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 9. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the  
70 respective Parties, by Notice, may:

71 (a) Approve this Contract; or  
72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or  
73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of  
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed  
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract  
76 shall be null and void; or

77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may  
78 declare this Contract null and void and this Contract shall remain in full force and effect.

79 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not  
80 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the  
81 Parties and this Contract shall remain in full force and effect.

Buyer Initial <u>A-H-S</u>	Buyer Initial _____	Seller Initial 	Seller Initial _____
Address <u>9042 Bennett Ave</u>	_____	Skokie	IL _____ 60076 v5.0c

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82 10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense  
 83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint  
 84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation  
 85 inspection of the Real Estate by one or more licensed or certified inspection service(s).

86 (a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute  
 87 defects and are not a part of this contingency. The fact that a functioning major component may be at  
 88 the end of its useful life shall not render such component defective for purposes of this paragraph.  
 89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the  
 90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover  
 91 only the major components of the Real Estate, including but not limited to central heating system(s),  
 92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,  
 93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it  
 94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health  
 95 or safety. If radon mitigation is performed, Seller shall pay for any retest.

96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for  
 97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection  
 98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based  
 99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of  
 100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection  
 101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this  
 102 Contract shall be null and void.

103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection  
 104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller  
 105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.

106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a  
 107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain  
 108 in full force and effect.

109 11. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining a firm written mortgage  
 110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before  
 111 Dec 04, 2009 for a [check one]  fixed  adjustable; [check one]  conventional  FHA/VA  
 112 (if FHA/VA is chosen, complete Paragraph 35)  other \_\_\_\_\_ loan of 75 % of Purchase  
 113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not  
 114 exceed 5.875 % per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee  
 115 and/or discount points not to exceed 1 % of the loan amount. Buyer shall pay the cost of application,  
 116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing  
 117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of  
 118 Acceptance. Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied  
 119 for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within  
 120 the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan  
 121 commitment is not served within the time specified, Buyer shall be deemed to have waived this  
 122 contingency and this Contract shall remain in full force and effect. Unless otherwise provided in  
 123 Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real  
 124 estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a  
 125 loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the  
 126 sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)  
 127 days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a

Buyer Initial <u>A.H.S</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
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128 purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such  
129 event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to  
130 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and  
131 shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for  
133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)  
134 Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves  
135 Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If  
136 Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency  
137 and this Contract shall remain in full force and effect.

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure  
139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a  
140 special flood hazard area which requires Buyer to carry flood insurance. If Notice of the option to declare  
141 this Contract null and void is not given to Seller within ten (10) Business Days after the Date of  
142 Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),  
143 Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.  
144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms  
146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any  
147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and  
149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all  
150 amendments; public and utility easements including any easements established by or implied from the  
151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall  
152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;  
153 installments due after the date of Closing of general assessments established pursuant to the Declaration  
154 of Condominium/Covenants, Conditions and Restrictions.

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

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller  
158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently  
159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to  
160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by  
161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by  
162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the  
163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,  
164 Buyer agrees to comply with same.


165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing  
166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and  
167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or  
168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,  
169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days  
170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies  
171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed  
172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial <u>A.H.S.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
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- 173 (e) Seller shall not be obligated to provide a condominium survey.
- 174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and  
 176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,  
 177 (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by  
 178 Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,  
 179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions  
 180 and restrictions of record; and building lines and easements, if any, provided they do not interfere with the  
 181 current use and enjoyment of the Real Estate.
- 182 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within  
 183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a  
 184 title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended  
 185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of  
 186 Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall  
 187 not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be  
 188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein  
 189 stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any  
 190 encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said  
 191 exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure  
 192 against loss or damage that may result from such exceptions or survey matters or insure against any court-  
 193 ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to  
 194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior  
 195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title  
 196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA  
 197 Insurance Policy.
- 198 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a  
 199 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat  
 200 of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not  
 201 more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor  
 202 licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show  
 203 visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The  
 204 land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners  
 205 shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near  
 206 the professional land surveyor seal and signature: "This professional service conforms to the current Illinois  
 207 Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey  
 208 and is not acceptable.
- 209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,  
 210 this sale shall be closed through an escrow with the lending institution or the title company in accordance  
 211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the  
 212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.  
 213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase  
 214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.
- 215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the  
 216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial <u>A. E. S.</u>	Buyer Initial _____	Seller Initial 	Seller Initial _____
Address <u>8042 Bennett Ave</u>	<u>Skokie</u>	<u>IL</u>	<u>60076 v5.0e</u>

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217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of  
 218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the  
 219 condemnation award or any insurance payable as a result of the destruction or damage, which gross  
 220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to  
 221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of  
 222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed  
 224 for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be  
 225 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and  
 226 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be  
 227 ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of  
 228 such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be  
 229 paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees  
 230 to pay such excess promptly upon demand.

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no  
 232 knowledge of nor has Seller received written notice from any governmental body regarding:

- 233 (a) zoning, building, fire or health code violations that have not been corrected;
- 234 (b) any pending rezoning;
- 235 (c) boundary line disputes;
- 236 (d) any pending condemnation or Eminent Domain proceeding;
- 237 (e) easements or claims of easements not shown on the public records;
- 238 (f) any hazardous waste on the Real Estate;
- 239 (g) any improvements to the Real Estate for which the required permits were not obtained;
- 240 (h) any improvements to the Real Estate which are not included in full in the determination of the most  
 241 recent tax assessment; or
- 242 (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

243 Seller further represents that:

244 1. There *[check one]*  is  is not a pending or unconfirmed special assessment affecting the Real Estate by  
 245 any association or governmental entity payable by Buyer after date of Closing.

246 2. The Real Estate *[check one]*  is  is not located within a Special Assessment Area or Special Service  
 247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

248 If any of the representations contained herein regarding a Special Assessment Area or Special Service  
 249 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If  
 250 Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business  
 251 Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph  
 252 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain  
 253 in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean  
 255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the  
 256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real  
 257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,  
 258 improvements and included Personal Property are in substantially the same condition as of the Date of  
 259 Acceptance, normal wear and tear excepted.

Buyer Initial <u>AAS</u>	Buyer Initial _____	Seller Initial 	Seller Initial _____
Address <u>9042 Bennett Ave</u>		Skokie IL 60076 v5.0	

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260 **23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

- 261 (a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing  
 262 inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by  
 263 municipal ordinance shall be paid by the party designated in such ordinance.  
 264 (b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal  
 265 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

266 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal  
 267 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

268 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of  
 269 executing, negotiating, and finalizing this Contract.

270 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this  
 271 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money  
 272 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of  
 273 competent jurisdiction". There shall be no disbursement of earnest money unless Escrowee has been  
 274 provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest  
 275 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court  
 276 by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money  
 277 for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and  
 278 Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising  
 279 under this paragraph.

280 **27. NOTICE:** Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out"  
 281 Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or  
 282 attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in  
 283 the following manner:

284 (a) By personal delivery; or

285 (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
 286 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of  
 287 mailing; or

288 (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that  
 289 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is  
 290 transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
 291 Business Day after transmission; or

292 (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient  
 293 Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and  
 294 time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business  
 295 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission.  
 296 An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this  
 297 Contract; or

298 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day  
 299 following deposit with the overnight delivery company.

300 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the  
 301 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be  
 302 entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of  
 303 competent jurisdiction.

Buyer Initial <u>A.H.S.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>8042 Bennett Ave</u>		<u>Skokie</u>	<u>IL 60076 v5.0</u>



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304 20. CHOICE OF LAW/GOOD FAITH: All terms and provisions of this Contract including but not limited to the  
305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois  
306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initiated by the  
308 Parties and the following attachments, if any: \_\_\_\_\_  
309 \_\_\_\_\_

310 OPTIONAL PROVISIONS (Applicable ONLY if Initiated by all Parties)

311 \_\_\_\_\_ 31. SALE OF BUYER'S REAL ESTATE:

312 [Initials]

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

314 (1) Buyer owns real estate commonly known as (address):  
315 \_\_\_\_\_

316 (2) Buyer [check one]  has  has not entered into a contract to sell said real estate.

317 If Buyer has entered into a contract to sell said real estate, that contract:

318 (a) [check one]  is  is not subject to a mortgage contingency.

319 (b) [check one]  is  is not subject to a real estate sale contingency.

320 (c) [check one]  is  is not subject to a real estate closing contingency.

321 (3) Buyer [check one]  has  has not listed said real estate for sale with a licensed real estate broker and  
322 in a local multiple listing service.

323 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple  
324 listing service, Buyer [check one]

325 (a)  Shall list said real estate for sale with a licensed real estate broker who will place it in a local  
326 multiple listing service within five (5) Business Days after the Date of Acceptance.

327 [For information only] Broker: \_\_\_\_\_

328 Broker's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

331 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real  
332 estate that is in full force and effect as of \_\_\_\_\_, 20\_\_\_\_. Such contract should provide  
333 for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or  
334 before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of  
335 Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a  
336 contract for the sale of Buyer's real estate is not served on or before the close of business on the  
337 date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies  
338 contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this  
339 paragraph is used, then the following paragraph must be completed.)

340 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in  
341 Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the  
342 sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon  
343 Buyer closing the sale of Buyer's real estate on or before \_\_\_\_\_, 20\_\_\_\_. If Notice that  
344 Buyer has not closed the sale of Buyer's real estate is served before the close of business on the  
345 next Business Day after the date set forth in the preceding sentence, this Contract shall be null and  
346 void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have  
347 waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full  
348 force and effect.

Buyer Initial <u>A.H.S.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>9042 Bennett Ave</u>		<u>Skoklo</u>	<u>IL 60076</u> , v5.0

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349 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in  
 350 Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)),  
 351 Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination.  
 352 Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with  
 353 Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required  
 354 by this subparagraph is not served within the time specified, Buyer shall be in default under the  
 355 terms of this Contract.

356 (C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency,  
 357 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

358 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed  
 359 in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have  
 360 \_\_\_\_\_ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph  
 361 31(B), subject to Paragraph 31(D).

362 (2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be  
 363 served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out"  
 364 Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide  
 365 such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer  
 366 shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be  
 367 served upon Buyer in the following manner:

368 (a) By personal delivery effective at the time and date of personal delivery; or

369 (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice  
 370 shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in  
 371 the U.S. Mail; or

372 (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00  
 373 P.M. Chicago time on the next delivery day following deposit with the overnight delivery  
 374 company, whichever first occurs.

375 (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force  
 376 and effect.

377 (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period  
 378 by Buyer, this Contract shall be null and void.

379 (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by  
 380 Paragraph 27 of this Contract.

381 (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney  
 382 or representative.

383 (D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in  
 384 Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional  
 385 earnest money in the amount of \$\_\_\_\_\_ in the form of a cashier's or certified check within the  
 386 time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver  
 387 shall be deemed ineffective and this Contract shall be null and void.

388 (E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations  
 389 contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

390 \_\_\_\_\_ 32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has  
 391 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior  
 392 contract on or before \_\_\_\_\_, 20\_\_\_\_. In the event the prior contract is not cancelled within the  
 393 time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior

Buyer Initial <u>A. H. S.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>9042 Bennett Ave</u>		<u>Skokie</u>	<u>IL 60076 v5.0</u>

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394 contract should not be served until after Attorney Review and Professional Inspections provisions of this  
395 Contract have expired, been satisfied or waived.

396 AHS 33. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the  
397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to  
398 Buyer at Closing \$ 1 Percent Of Sales Price to be applied to prepaid expenses, closing costs or both.

399 34. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other  
400 required forms), shall be held in a federally insured interest bearing account at a financial institution  
401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to  
402 Buyer. Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the  
403 account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)  
404 Business Days prior to the anticipated Closing date.

405 35. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, this provision shall  
406 be applicable: Required VA or FHA amendments and disclosures shall be attached to this Contract. If VA,  
407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one]  
408  shall  shall not be added to the mortgage loan amount.

409 36. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written  
410 commitment for interim financing on or before \_\_\_\_\_, 20\_\_ in the amount of \$ \_\_\_\_\_.  
411 If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time  
412 specified, this Contract shall be null and void. If Notice is not served within the time specified, this  
413 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

414 37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain at Seller's  
415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and  
416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable  
417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic  
418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply  
419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy  
420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a  
421 defect or deficiency and the cost of landscaping together exceed \$3,000.00 and if the Parties cannot reach  
422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.  
423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report  
424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with  
425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract  
426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day  
427 prior to Closing.

428 38. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 10,  
429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a  
430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector  
431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no  
432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed  
433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the  
434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this  
435 Contract null and void.

Buyer Initial <u>A.H.S.</u>	Buyer Initial _____	Seller Initial 	Seller Initial _____
Address <u>9042 Bennett Ave</u>	<u>Skokie</u>	<u>IL</u>	<u>60076 v5.0</u>

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436 \_\_\_\_\_ 39. **POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M.  
 437 on the date that is \_\_\_\_\_ days after the date of Closing ("the Possession Date"). Seller shall be responsible  
 438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.  
 439 Seller shall deposit in escrow at Closing with \_\_\_\_\_ [check one]  one percent (1%) of the  
 440 Purchase Price or  the sum of \$ \_\_\_\_\_ to be paid by Escrowee as follows:  
 441 (a) The sum of \$ \_\_\_\_\_ per day for use and occupancy from and including the day after  
 442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;  
 443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day  
 444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;  
 445 and  
 446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22  
 447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the  
 448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a  
 449 Landlord/Tenant relationship between the Parties.

450 \_\_\_\_\_ 40. **"AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its  
 451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or  
 452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated  
 453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at  
 454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable  
 455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by  
 456 the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals  
 457 that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)  
 458 Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify  
 459 Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under  
 460 this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the  
 461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 \_\_\_\_\_ 41. **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously  
 463 consented to \_\_\_\_\_  
 464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to  
 465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 \_\_\_\_\_ 42. **SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the  
 467 Real Estate by \_\_\_\_\_  
 468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's  
 469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,  
 470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be  
 471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 \_\_\_\_\_ 43. **MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon  
 473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth  
 474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the  
 475 following: (check applicable boxes)

- |  |  |  |
|--|--|--|
| 476 <input type="checkbox"/> Articles of Agreement for Deed or | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 477 Purchase Money Mortgage                                    | <input type="checkbox"/> Cooperative Apartment           | <input type="checkbox"/> New Construction      |
| 478 <input type="checkbox"/> Short Sale                        | <input type="checkbox"/> Tax-Deferred Exchange           | <input type="checkbox"/> Vacant Land           |

Buyer Initial <u>A.H.S.</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial _____
Address <u>9042 Bennett Ave</u>	<u>Skokie</u>	<u>IL</u>	<u>60076 v5.0</u>



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479 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND  
 480 DELIVERED TO THE PARTIES OR THEIR AGENTS.

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board  
 482 Residential Real Estate Contract 5.0.

483 11/06/2009 11-12-09  
 484 Date of Offer DATE OF ACCEPTANCE

485 \_\_\_\_\_  
 486 Buyer Signature Ali H. Say Seller Signature Linda Zanzinger  
 487 \_\_\_\_\_ LINDA ZANZINGER, POA  
 488 Buyer Signature \_\_\_\_\_ Seller Signature \_\_\_\_\_

489 Abida Hussain Owner Of Record  
 490 Print Buyer(s) Name(s) [Required] \_\_\_\_\_ Print Seller(s) Name(s) [Required] \_\_\_\_\_

491 3459 Lake St \_\_\_\_\_  
 492 Address \_\_\_\_\_ Address \_\_\_\_\_

493 Skokie IL 60203 \_\_\_\_\_  
 494 City State Zip City State Zip

495 \_\_\_\_\_  
 496 Phone E-mail Phone E-mail

**FOR INFORMATION ONLY**

498 Apple Real Estate, Inc. State Bank Real Estate Brokerage, Inc.  
 499 Buyer's Broker MLS # \_\_\_\_\_ Seller's Broker MLS # \_\_\_\_\_

500 Waqar Qureshi 922600 / Amardeep Singh 922676 Leo Lopez 106693  
 501 Buyer's Designated Agent MLS # \_\_\_\_\_ Seller's Designated Agent MLS # \_\_\_\_\_

502 312-719-0595 630-689-5754 773-843-7220 773-843-7224  
 503 Phone Fax Phone Fax

504 847-361-0606 leo@cbabanc realestate.com  
 505 E-mail E-mail

506 Salman Ansari Stuart M. Venter  
 507 Buyer's Attorney E-mail \_\_\_\_\_ Seller's Attorney E-mail \_\_\_\_\_

508 773-677-0716 847-812-1933  
 509 Phone Fax Phone Fax

510 First Start Mortgage 847-260-0600 \_\_\_\_\_  
 511 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

512 Waqar Qureshi 031-0011833 847-361-0606 \_\_\_\_\_  
 513 Loan Officer Phone/Fax Management Co./Other Contact Phone

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or  
 515 any portion thereof is prohibited. Official form available at [www.irela.org](http://www.irela.org) (web site of Illinois Real Estate Lawyers  
 516 Association).

Approved by the following organizations as of July 20, 2009

- 517 Illinois Real Estate Lawyers Association • DuPage County Bar Association • Will County Bar Association
- 518 Northwest Suburban Bar Association • Chicago Association of REALTORS®
- 519 Mainstreet Organization of REALTORS® • Aurora-Tri County Association of REALTORS® • West Towns Board of REALTORS®
- 520 REALTOR® Association of Northwest Chicagoland • REALTOR® Association of the Fox Valley
- 521 Oak Park Area Association of REALTORS® • McHenry Association of REALTORS® • Three Rivers Association of REALTORS®
- 522 North Shore-Barrington Association of REALTORS®

523 Seller Rejection: This offer was presented to Seller on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM  
 524 and rejected on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM (Seller initials).

Buyer Initial A. H. S. Buyer Initial \_\_\_\_\_ Seller Initial [Signature] Seller Initial \_\_\_\_\_  
 Address 9042 Bennott Ave Skokie IL 60076 v5.0

**UNOFFICIAL COPY****Loan Status Disclosure  
Recommended Form - To Be Completed By Loan Officer**Borrowers/Buyers Name(s): Abida HussainCurrent Address: 3459 Lake StSkokie

City or Town

Street Address

IL

State

60203

Zip

Purchase Price dollar amount prequalified, pre-approved, or approved for:

\$ 520,000.00 Loan Amount \$ 413,000 with a total monthly payment not to exceed \$ 2345 Plus TI

The current status of prequalification or application status of the borrowers/buyers is:

 Prequalification, WITHOUT credit review\*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation they provided regarding income and down payment has been reviewed by the loan originator listed below. It is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

 Prequalification, WITH credit review\*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation of income, down payment and credit report have been reviewed by the loan originator listed below. After careful review, it is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

This Prequalification is  WITH or  WITHOUT Automated Underwriting approval. Pre-Approval\*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been approved by an Automated Underwriting System issued or accepted by FNMA, FHLMC, HUD or Nationally recognized purchaser/pooler of mortgage loans, and a conditional commitment has been issued. See attached commitment.

 Approval\*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been reviewed by the actual lender's underwriter and conditional commitment has been issued. See attached commitment.

\*Please note that nothing contained herein constitutes a loan commitment or guarantee of financing and is used for disclosure purposes only. See actual commitment letter for specific conditions/requirements of the lender. All approvals are subject to satisfactory appraisal, title, and no material change to borrower(s) financial status.

Information on mortgage company issuing the prequalification, pre-approval or approval:

Originating Company's Name: First Start MortgageCompany Address: 2376 N Neva

Street address

Chicago

City or Town

IL

State

60707

Zip Code

Company Phone: 847-260-0600Fax: 847-260-0661Loan Originator's name: Waqar Qureshi 031-0011833847-361-0606Date: 11/06/2009Loan Originator's signature: [Signature]

Use recommended by: Illinois Association of Mortgage Professionals;  
Illinois Association of REALTORS® and Illinois Real Estate Lawyers Association

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## COUNTER OFFER/ADDENDUM

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



1 International Plaza Suite 100  
Philadelphia, PA 19113  
Corporate  
Fax

Reference is made to the Real Estate Purchase Contract and receipt for deposit dated November 06, 2009 pertaining to the Real Property known as 8042 BENNETT AVE, EVANSTON, IL 60203 made between Ahida Hussain hereafter referred to as "Buyer", and Aurora Loan Services, LLC "Seller".

Sales price to be \$520,000. Sale to close December 09, 2009, or sooner by written mutual agreement. Buyer agrees to pay \$100 per diem if transaction does not close as stated above by no fault of the Seller, if an extension is requested by Buyer a non-refundable deposit will be required. Buyer to complete all inspections within 6 calendar days from Seller's signed acceptance. This offer is subject to final investor/Seller approval. Earnest deposit to be \$50,000. Sold in as is condition. Inspections are for informational purposes only. Any lender requirements are the buyers responsibility, pre approval from lender and certified and with sales contract.

Standard clauses to be made a permanent part of this contract:

1. Cash Buyer MAY NOT convert to financing terms without Seller's prior written approval.
2. Buyer(s) agree to deliver to Seller/Seller's agent signed purchase contract and Addenda within 2 (two) calendar days of Buyer's signature.
3. Seller will not pay for nor credit Buyer(s) for VA, FHA, or other loan/financing costs or fees; nor will they pay for or credit any other costs, fees, survey, home warranty plan, inspections or repairs unless otherwise stated and defined above.
4. This contract cannot be extended or assigned without prior written approval from Seller. Seller will not provide financing. Property taxes shall be prorated to day of closing.
5. It is understood between Buyer(s) and Seller that this property is being sold in "Where-Is, As-Is" condition with no Seller representations or warranties, expressed or implied, by the Seller, Aurora - offer approval req, Right of the local listing agent.
6. Buyer(s) to sign Seller's Addenda to be made part of original contract.
7. In the event of a per diem charge, Buyer authorizes Seller to debit their escrow deposit to cover said charge(s).
8. Buyer has the legal right to select the title company, insurer, settlement company and/or settlement attorney of their choice. If buyer selects a title insurer other than seller's title insurer, buyer shall pay the cost of title insurance. If buyer elects to use seller's title insurer, seller shall pay the cost of title insurance. If buyer selects a closing company or closing attorney other than that provided by the seller, buyer must pay any settlement fees charged by that entity and seller will coordinate closing between the two entities.

Buyer's Election:

- 1/2 Buyer(s) elect to provide their own title insurance coverage, settlement company and/or settlement attorney.
- 1 Buyer(s) elect to allow seller to provide all title insurance and closing services.

Unless this counter offer is accepted by the Buyer(s) by this offer shall be deemed rejected. Seller reserves the right to continue to market said property and accept any contract of Seller's choosing prior to Seller's written acceptance of contract and counter offer/addendum(s).

This transaction is subject to acceptance and execution of the original purchase contract/sales agreement and this counter offer addendum by Aurora - offer approval req, "Seller".

All other terms and conditions shall remain the same. This counter offer addendum supersedes all other counter offer addenda and the purchase contract/sales agreement. This counter offer addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer(s) and Seller's signature hereon. This counter offer addendum shall hereby become part of the above referenced contract between the parties.

Accepted: Buyer(s) accepts the above counter offer and acknowledges receipt thereof:

Ahida Hussain 11-10-09  
Buyer Date

Buyer Date  
Acceptance: Seller accepts the above counter offer and acknowledges receipt thereof:  
Aurora - offer approval req

By: Linda Zanzinger Date: 11-12-09  
LINDA ZANZINGER, POA

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## COUNTER OFFER/ADDENDUM

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



1 International Plaza Suite 100  
Philadelphia, PA 19110  
Corporate  
Fax

### ADDENDUM A

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT,  
HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE  
PROPERTY AT:

ADDRESS 8042 BENNETT AVE, EVANSTON, IL 60209

1. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.
2. Buyer(s) agrees that title will be conveyed by Special Warranty Deed.
3. Seller will provide closing instructions to the closing attorney/title company indicated under "Buyer's Election" on page one of this Counter Offer Addendum.
4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date in counter offer) and be approved within twenty-five (25) calendar days from the date of application, or the Contract shall be null and void at Seller's option.
5. If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing.
6. Property taxes shall be prorated to the day of closing.
7. Occupancy of the subject property shall not be permitted prior to closing.
8. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum.
9. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or of the existence of any defects. Personal property is not considered part of this Contract.
10. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing.
11. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.
12. Seller shall have the absolute and unilateral right to terminate the contract at any time prior to and including the date of closing, without cause, upon written notification delivered to the Buyer or Buyer's agent. In the event Seller exercises its right to terminate the contract, Buyer's sole remedy shall be to receive a return of Buyer's earnest money deposit, and the parties shall thereafter be relieved of all obligations under the terms of the contract and all addenda.

Buyer(s): Alicia H. Say  
 date 11-10-09  
 date

Seller: Linda Zanzinger 11-12-09  
 date  
 LINDA ZANZINGER, POA



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### COUNTER OFFER/ADDENDUM

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



1 International Plaza Suite 100  
Philadelphia, PA 19113  
Corporate  
Fax

### ADDENDUM B

#### "AS IS" PROVISION

Addendum to Purchase Contract or Counter Offer dated November 06, 2009 for the property located at 9042 PENNETT AVE, EVANSTON, IL 60203. Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE".

Buyer acknowledges that the Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, or size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Seller does not warrant existing structures as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) intended use.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whatsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto. Seller gives no warranties of fitness regarding such persons' property that belongs to Seller which is transferred as part of the purchase.

Every Buyer(s) of any interest in residential 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 also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from a risk assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

Buyer(s):  
Alex H. Sai  
date  
11-10-09  
date

Seller  
Linda Zanzinger 11-12-09  
date  
LINDA ZANZINGER, POA

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## LEAD-BASED PAINT DISCLOSURE

### Lead Warning Statement

Every Buyer 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 presents a 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 to Buyer

Seller acknowledges that Seller has been informed of Seller's obligation. Seller is aware that Federal laws require Seller to permit Buyer a ten (10) calendar day period to conduct risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10-calendar day period immediately following final Seller's signature, hereto. Seller is aware that Seller must retain a copy of this disclosure for not less than three (3) years from the completion date of the sale.

*[Handwritten signature]*  
A-S

A. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
- Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain)

*[Handwritten signature]*  
A-S

B. Records and reports available to Seller (check one box below):

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

Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or

lead-based

Paint hazards in the housing (list documents below):

n/a

### Buyer's Acknowledgment

*[Handwritten signature]*  
A-S

C. Buyer has read the Lead Warning Statement above and understands its contents.

D. Buyer has received copies of all information, including any records and reports listed by Seller above.

E. Buyer has received the pamphlet "Protect Your Family From Lead In Your Home".

F. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a ten (10) calendar day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

G. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of paragraph seven (7) of this Counterproposal to Purchase and Sale Agreement

Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer's Initials A-S

Seller's Initials *[Handwritten signature]*

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 SA4599001 F1

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS :

LOT 41 AND THE NORTH 1/2 OF LOT 42 IN SWENSON BROTHERS COLLEGE HILL ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 660 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office