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Cook County Recorder of Deeds  
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Property of Cook County Clerk's Office

Real Estate CONTRACT

PIN # 12344250050000

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REAL ESTATE SALE CONTRACT
Approved by the CHICAGO ASSOCIATION OF REALTORS



PARTIES:

2. SELLER: OWNER OF RECORDS PURCHASER: ERIC RUIZ
3. ADDRESS: XXXXXXXXXXXXXXXX ADDRESS: XXXXXXXXXXXXXXXX
4. XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX

5. Purchaser and Seller are hereinafter sometimes referred to as the "Parties."
6. Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY:

9. TYPE OF PROPERTY (check one): Single Family Condominium Townhouse
10. Multi-Family Vacant
11. STREET ADDRESS: 1625 N. JORDAINE CHICAGO IL
12. (Include "Unit Number" if condominium or townhouse) (CITY) (STATE)
13. LOT SIZE APPROXIMATELY 25 X 125 X X X X X FEET.
14. LEGAL DESCRIPTION: The Parties agree that the correct legal description may be attached at any time hereinafter.

15. IMPROVED WITH XXXXXXXXXXXXXXXX
16. together with all appliances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed stating heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any;
17. drapery rods, curtain rods, if any; fencing, if any; attached air conditioning, if any; attached outside antennas, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:

Table with 2 columns: Description and Amount. Includes rows for PRICE AND TERMS, PURCHASE PRICE "AS IS", EARNEST MONEY DEPOSIT (\$3,000), and BALANCE DUE AT CLOSING (\$122,000).

30. FINANCING: This Contract is contingent upon Purchaser securing within (30) days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ 122,000.00 or such lesser sum as Purchaser accepts, with interest not to exceed 5.5% per year, to be amortized over 30 years, the combined origination and discount fees for such loan not to exceed \$ 500.00, plus loan processing fees, if any. Purchaser shall make written application for such loan within ten (10) days from date of acceptance of this Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event Purchaser is unable to secure such loan commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney. Seller may, at Seller's option, within an equal number of additional days, procure for Purchaser such a commitment or notify Purchaser that Seller will accept a purchase money mortgage upon the same terms. In the event neither Purchaser nor Seller secures such loan commitment as herein provided within the time allowed, this Contract shall become null and void and all earnest money shall be returned to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delays caused thereby shall not constitute a default by Seller. Seller must allow reasonable inspection of the premises by Purchaser's financing agent. Unless a contingency provision is attached and made part of this Contract, Purchaser represents that Purchaser's ability to obtain financing is not a condition to the sale, closing, or rental of any other real estate. Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

46. CLOSING: The closing shall be on or before 1/21/2010 at the office of Purchaser's lender, or T.B.D.

48. POSSESSION: (Select one; applicable option) Seller shall deliver possession to Purchaser at closing, OR Seller shall deliver possession to Purchaser within AT CLOSING. ( ) days from date of closing. Seller agrees to pay Purchaser for use and occupancy the sum of \$ XXXXXXXXXXXXXXX per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during such

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53. period, and shall deliver possession of the real estate in the same condition as it is in, on the date of closing. Should Seller  
 54. fail to deliver possession to Purchaser as agreed, Seller shall pay to Purchaser beginning on the XXXXXXXXXX day after closing,  
 55. the sum of \$ XXXXXXXXXXXXXXXXXXXX per day until possession is delivered to Purchaser and Purchaser shall, in addition, to  
 56. all other remedies, have the immediate right to commence any legal action or proceeding calculated to exist and remove Seller  
 57. from the premises. Seller agrees to waive all notices required by the Forcible Entry and Restraint Act or any other statute, and  
 58. consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorney's fees  
 59. and court costs Purchaser may incur in the enforcement of Purchaser's rights pursuant to this provision.  
 60. Seller shall deposit the sum of \$ XXXXXXXXXXXX in escrow with XXXXXXXXXXXXXXXXXXXX as Escrowee  
 61. at the time of closing, and any monies due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser  
 62. from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Purchaser  
 63. when Seller has vacated the premises and delivered the keys to Purchaser or the Escrowee. Escrow money shall be limited to  
 64. delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

65. **TITLE EVIDENCE:**  
 66. Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title  
 67. insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the "this hereof"  
 68. subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single  
 69. family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth  
 70. below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by Purchaser under the terms hereof  
 71. or which Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which  
 72. is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery thereof by Seller for  
 73. such period of delay. If the title commitment discloses exceptions not provided for hereof, Seller shall have until closing to  
 74. remove such exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove such  
 75. exceptions or obtain additional insurance within the time stated herein, Purchaser may elect to terminate this Contract and all  
 76. monies paid by Purchaser shall be refunded to Purchaser.

77. **DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**  
 78. Seller shall convey or cause to be conveyed to Purchaser title in the premises by a recordable general warranty deed with release  
 79. of homestead rights, or trust deed if applicable, in joint tenancy, if more than one Purchaser, or to Purchaser's nominee, subject  
 80. only to the following permitted exceptions, provided none of which shall unreasonably restrict the reasonable use of the premises as a  
 81. residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and  
 82. ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to  
 83. the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any;  
 84. (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act  
 85. and condominium declaration, if applicable.

86. **PRORATIONS:**  
 87. The following items, if applicable, shall be paid as of the date of closing: (a) insurance premiums; (b) general real estate taxes,  
 88. including special service taxes, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness accrued; (e) water  
 89. taxes; (f) homeowners and/or condominium/townhouse association dues and assessments; (g) prepaid service contracts. Prorations  
 90. of general taxes shall be on the basis of 105% of the last ascertainable bill. If such bill is based on a partial assessment or on an  
 91. unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment  
 92. information is available from the County Assessor shall be in effect at closing by the parties hereto.

93. **SURVEY:**  
 94. Seller, at Seller's expense, except for condominiums, shall furnish to Purchaser a current spotted survey (dated not more than 6  
 95. months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements,  
 96. easements and building lines. ~~The location of all encumbrances or other subject property shall be within the lot lines and not~~  
 97. encroach upon any easements or building lines. ~~Such survey shall be prepared by a licensed surveyor from adjoining properties. In the~~  
 98. event such survey discloses encroachments, these encroachments shall be insured by title insurance for Purchaser and  
 99. Purchaser's lender at Seller's expense.

100. **COMMISSION:**  
 101. Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and buyer representation  
 102. agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker  
 103. and Purchaser's broker are identified after the execution section of this Contract.

104. **ATTORNEY MODIFICATION:**  
 105. The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification  
 106. (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date  
 107. (excluding Sundays, holidays, and legal holidays). Notice of modification shall be in writing, given to the other party or such  
 108. party's agent, and shall state the specific terms to be modified and the proposed revisions. ~~IN THE ABSENCE OF WRITTEN~~  
 109. ~~NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES~~  
 110. ~~HEREIN AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT, AND PARTIES AT KNOWLEDGE THAT~~  
 111. ~~MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.~~

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112. **CLEAN CONDITION:**

113. Seller shall keep the premises in broom-clean condition. All personal property will be conveyed to Purchaser and all refuse shall be removed from the premises at Seller's expense ~~by the possession date.~~

115. **PROPERTY INSPECTION CONTINGENCY:** (Select one applicable option)

116. Purchaser declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection.

OR

119. Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a qualified home inspection service of Purchaser's choice, and at Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises central heating system(s), central cooling system(s), window-plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection.

126. PURCHASER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CO-OPERANCY. The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered minor deficiencies for the purpose of this paragraph and Purchaser agrees to assume those repairs with an allowance from Seller. Purchaser, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repair exceeds the limitation set forth herein, and Purchaser shall have the right to request repair of all such deficiencies.

133. In the event Seller makes a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Purchaser that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days thereafter notify Seller of Purchaser's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Purchaser. The parties hereto agree that the following items are accepted by Purchaser "As Is", shall not be made a part of Purchaser's request for repairs, and shall not be further negotiated:

140. IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO LONGER A PART OF THIS REAL ESTATE SALE CONTRACT.

145. **WELL AND SEPTIC TEST:** (Select one applicable option)

146. The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision inapplicable).

OR

149. The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at Seller's expense, prior to closing, shall obtain and deliver to Purchaser a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of such written tests reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be refunded to Purchaser.

158. **FLOOD PLAIN:**

159. Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires Purchaser to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in paragraph number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Purchaser prior to the Contract Date.

165. **PERFORMANCE / DEFAULT / RELEASE OF EARNEST MONEY:**

The earnest money and this Contract shall be held by LISTING OFFICE (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be released from the earnest money for court costs related to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

Subject to Seller's addendums

174. **TERMITE INSPECTION:**

175. Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified in its termite  
176. inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no  
177. visible evidence that the premises are infested by termites, wood-boring insects, or other wood-boring insects. Unless otherwise agreed between the parties, if  
178. the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of  
179. Purchaser's receipt of the report to proceed with the purchase or declare this Contract null and void. This provision shall not be applicable to  
180. condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

181. **GENERAL CONDITIONS AND STIPULATIONS:**

- 182. (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable any lender to issue a commitment  
183. for mortgage or trust deed and to close this sale.
- 184. (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation,  
185. condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- 186. (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for  
187. such party. In the event the name and address of Seller or the attorney for Seller is unknown, written notice may be served upon the listing  
188. broker as agent for Seller. Facsimile transmissions of any offer, acceptance, notice, or rider herein provided to the parties, their broker or  
189. attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business  
190. days of such notice. Notices to any one party of a multiple party shall be sufficient service to all.
- 191. (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between Seller and Purchaser, and  
192. there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of  
193. this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- 194. (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and  
195. permitted assigns.
- 196. (f) This Contract is subject to the provisions of Public Act 89-111 known as the Residential Real Property Disclosure Act, the terms of which are  
197. expressly incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document  
198. is accurate as of the Contract Date.
- 199. (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any  
200. provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be  
201. enforced with such provision severed or as modified by such court.
- 202. (h) Prior to closing, Purchaser shall have the right to enter into and make a final inspection of the premises to determine that the premises are  
203. in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract  
204. Date, Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.
- 205. (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party  
206. designated in the ordinance of the municipality imposing the tax.
- 207. (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the  
208. (Illinois Vendor and Purchaser Risk Act of 1976) shall apply.
- 209. (k) If Purchaser or Seller under this Contract is an Illinois land trust, the individual beneficiaries therein have signed their names to this  
210. Contract to indicate they are the beneficiaries of the trust in order to guarantee their performance of this Contract and to indicate that they  
211. hold the sole power of direction with regard to such trust.
- 212. This Contract and Riders numbered, 200000-1, 200000-2, 200000-3, 200000-4, 200000-5, 200000-6, 200000-7, 200000-8, 200000-9, 200000-10, 200000-11, 200000-12, 200000-13,  
213. REPORT and LEAD BASED PAINT DISCLOSURE, and its attachments, the attached hereto and incorporated herein, shall be executed  
214. by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to Purchaser.

215. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY THE UNDERSIGNED, BRIGHTON REAL ESTATE SERVICES, LLC  
216. PURCHASER(S): Elias Ruiz SELLER(S): [Signature]  
217. PURCHASER(S): \_\_\_\_\_ SELLER(S): \_\_\_\_\_  
218. Date of Offer: Dec 8, 09 Date of Acceptance: \_\_\_\_\_  
219. (\*) Purchase shall be binding only after the purchase money has been paid in full, the terms and conditions of this Contract and in the attached hereto and incorporated herein as of the Contract Date.

**IDENTIFY OF BROKERS AND ATTORNEYS**  
(Please complete when executing the Contract)

<p>220. PURCHASER'S BROKER: <u>PLATINUM KEY REALTY</u></p> <p>221. Telephone: <u>773-681-5881</u></p> <p>222. Fax: <u>773-681-6448</u></p> <p>223. <input checked="" type="checkbox"/> (Designated) or <input type="checkbox"/> (Dual Agent) (Select one)</p> <p>224. <u>REYNALDO ALICEA</u> <small>(Please Print Name)</small></p>	<p>SELLER'S BROKER: <u>JANIELLE FANSEK</u></p> <p>Telephone: <u>312-752-7102</u></p> <p>Fax: _____</p> <p><input checked="" type="checkbox"/> (Designated) or <input type="checkbox"/> (Dual Agent) (Select one)</p>
<p>225. PURCHASER'S</p> <p>226. ATTORNEY: <u>HELIX VASQUEZ</u></p> <p>227. Telephone: <u>773-395-2233</u></p> <p>228. Fax: <u>773-395-9876</u></p>	<p>SELLER'S</p> <p>ATTORNEY:</p> <p>Telephone: _____</p> <p>Fax: _____</p>

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addendums

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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 (Initials) (All Sellers should initial)

- \_\_\_\_\_ (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.
- \_\_\_\_\_ (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 (Initials) (All Purchasers should initial)

- EE (c) Purchaser has received copies of all information listed above.
- EE (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- EE (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 (Initials) (Seller's Designated Agent)

- SD (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 \_\_\_\_\_ Date \_\_\_\_\_ Seller Brighton Real Estate Services, LLC  
 By: [Signature] AS AGENT  
 Purchaser Eric Rios Date 12-17-09 Purchaser \_\_\_\_\_  
 Agent [Signature] Date \_\_\_\_\_ Agent \_\_\_\_\_

Location of Property 1645 N. Kildare City Chicago State IL Zip Code 60639

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.

Please Print: Form Approved with Zillow™ by RE FormNet, LLC, 10001 Pilsbury Field Road, Chicago, Illinois 60634, (608) 383-9005 [www.reformnet.com](http://www.reformnet.com)

1-888-4-800/1001-1001  
1-888-4-800/1001-1001

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addendums

12-27-2000 04:44PM FROM-  
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VICTORIA PERRYMAN

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### Brighton Real Estate Services

#### ADDENDUM TO CONTRACT OF SALE

This Addendum (the "Addendum") is hereby made part of the Contract of Sale (hereinafter referred to as the "Contract") dated 12/15/2009 between LINDA HAN KILDAKE ("Seller"), and ELC VILL ("Buyer"), for the Property located at CHICAGO IL, 60639

- Buyer(s) and Seller both recognize this addendum as part of the Contract of Sale. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendments thereto (collectively, the "contract"), the provisions of this addendum shall control and supersede the Contract of Sale.
- This Contract is subject to acquisition of the Property by Seller. If Seller has not obtained the recorded foreclosure deed on or before the scheduled closing date Seller has the sole discretion to either reject the contract or terminate the contract and return all earnest money to Buyer upon termination. If Seller elects to proceed the contract, Seller shall have 30 days to resolve the outstanding deed issue. If Seller does not obtain recorded foreclosure deed within the 30 day period, either Buyer or Seller has the option to immediately terminate the contract, with no further obligation, and all earnest money will be returned to Buyer. Buyer agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of the redemption of the property and/or the Seller taking possession of the Property and obtaining the recorded foreclosure deed.
- This Contract is subject to approval and acceptance by Seller's mortgage insurance company and beneficiary, if any.
- Final acceptance of the contract of sale is subject to Seller's consultation approval.
- Title to the property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor. If the title to the property is currently held as Jointhold Interest, Seller will not transfer into a fee simple interest.
- CORPORATE DISCLOSURES**

Seller acquired the Property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure or otherwise and that the total purchase price set forth in the Contract may reflect deferred basis amount. Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined). If any, that has been prepared for the Property. Buyer(s) acknowledges that there has been no representation by Seller, or any other person acting as Seller's representative and/or Buyer(s) representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Buyer(s) for Buyer(s)' information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Buyer(s), no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any appliances or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer(s) acknowledges that Buyer(s) has had the opportunity to inspect, examine and make a complete and/or partial view of the Property prior to the close of escrow of the Contract. Buyer(s) will rely solely on Buyer(s)' inspection and review to evaluate the condition of the Property.

Buyer(s) acknowledges that it is Buyer(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including but not limited to, mold, radon, asbestos and lead paint, that would render it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer(s) may be concerned.

**PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING.** In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing.

Buyer(s) hereby acknowledges that seller shall not be providing Buyer(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer(s) hereby waives any requirement that Seller furnish Buyer(s) with any such disclosure statement and/or Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or Certificate of Occupancy.

Buyer(s) understands, acknowledges, and agrees that neither seller nor any person acting as seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the property. The property is being conveyed to Buyer(s) in its "as is, where is" condition and "with all faults." It is the right and responsibility of the Buyer(s) to inspect the property and Buyer(s) shall satisfy himself/herself as to the

Buyer(s) Initials  
Addressed Report

Date

Seller(s) Initials  
Order / Lead # 001965372

Date

Page 1 of 4

Dec 29 09 11:21a  
Dec 23 09 06:27p

REYNOLDS OFFICE  
VICTORIA PERRYMAN  
773-61-5448  
3123795726

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Dec 21 09 11:46a  
VICTORIA PERRYMAN

3123795726

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Dec 17 09 12:14p  
Dec 16 09 12:00p  
REAR 10 HISSCO  
L 1 OFFICE KING DUNN LLC

773-61 5448  
3123795726

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Dec 15 09 04:08p  
VICTORIA PERRYMAN

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P.2

representation of the property. SELLER WILL NOT MOUNT ANY REPAIRS TRUCK TO CLOSING. Seller, Seller's agent and Buyer's agent shall execute a 7.5% BASE FIRM/CLERK'S OFFICE as a condition of closing. Seller to be provided by Clerk's Office. Seller's agent shall provide a copy of the following: a. Warranty and Release Regarding Property Condition and Buyer's liability for any repairs and improvements made.

2. Date of sale: 12/15/10  
3. Price: \$3,000

4. This transaction will be closed through a title company of Buyer's choice. The title company shall be responsible for the title insurance policy. Seller shall provide a copy of the title insurance policy to Buyer. Seller shall provide a copy of the title insurance policy to Buyer. Seller shall provide a copy of the title insurance policy to Buyer. Seller shall provide a copy of the title insurance policy to Buyer.

5. This transaction shall be closed on the 15th day of December, 2010, at the residence of the Buyer. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs.

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12. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs. The Buyer shall be responsible for the closing costs.

Signed: [Signature] Date: 12/15/10  
Clerk's Office





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Dec 23 09 06:28p

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VICTORIA PERRYMAN

773-688-6448  
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Dec 21 09 11:47a VICTORIA PERRYMAN

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Dec 15 09 04:09p VICTORIA PERRYMAN

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32. The small commercial parties with the following agreements: In the event that any such agreement is determined to be invalid or unenforceable, the parties shall nevertheless be bound by the terms of the agreement and shall be deemed to have agreed to the terms of the agreement as if the agreement were valid and enforceable. The parties shall be deemed to have agreed to the terms of the agreement as if the agreement were valid and enforceable.

33. Buyer and Seller agree that Seller is obligated to complete the sale of the property if the sale is not completed by the date set forth in the contract. Seller shall be deemed to have agreed to the terms of the contract as if the contract were valid and enforceable.

34. This Seller DOES NOT agree to allow or authorize any other person to act as the agent for Seller in the sale of the property.

35. Any other provisions of the Contract notwithstanding, the undersigned Buyer and Seller agree that the contract shall be deemed to be valid and enforceable as if the contract were valid and enforceable. The parties shall be deemed to have agreed to the terms of the contract as if the contract were valid and enforceable.

COOPERATIVE DIVISIONS

WITNESSES  
BROKER  
BUYER  
SELLER

BUYER: *[Signature]*  
Date: *[Signature]*  
ADVISER:  
Date: *[Signature]*  
SELLER: Brighton Real Estate Services, LLC  
Date: *[Signature]*  
Date: *[Signature]*  
Date: *[Signature]*  
Date: *[Signature]*  
Date: *[Signature]*

Supervisor: *[Signature]*  
Notary Public: *[Signature]*  
Date: *[Signature]*  
Page 10 of 11

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Office of the Cook County Clerk

### Map Department Legal Description Records

P.I.N. Number: 13344250050000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website [www.cookctyclerk.com](http://www.cookctyclerk.com)

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number"). If this is not the item you requested, please notify the counter clerk.

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	1ST SUFF	2ND SUFF	3RD SUFF
1	3	4	425005	7101	360	1055			

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME **371**

AREA SUB-AREA BLOCK PARCEL  
13-34-425-5

TAX CODE  
7101

SEC 34 TOWN 40 RANGE 13

GARFIELD SUB SE 1/4  
S 24FT  
N 1/4

530  
61

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	1ST SUFF	2ND SUFF	3RD SUFF	4TH SUFF	5TH SUFF	6TH SUFF	7TH SUFF	8TH SUFF	9TH SUFF	10TH SUFF
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
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8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9