

# UNOFFICIAL COPY



1011746062

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**Michael Cuevas**  
1705 N. Ashland  
Chicago, IL 60622

Doc#: 1011746062 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/27/2010 03:13 PM Pg: 1 of 4

## NOTICE OF OPTION CONTRACT FOR SALE & PURCHASE

This NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE (the "Notice") is made, executed and delivered as of the 12<sup>th</sup> day of April, 2010, by and between DAVID JEMINS (the "Seller") and MICHAEL CUEVAS (the "Buyer").

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

The term of this Option Contract is from the 20<sup>th</sup> day of April, 2010, and expires on the 20<sup>th</sup> day of October, 2010 (the "Option Period"). The Buyer can exercise and complete this Option Contract at any time during the Option Period.

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

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

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

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

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

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property to any third party prior to the time Seller may cancel the transaction per Section 26.

*See Exhibit A Legal Description Attached*

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

AS TO SELLER

DAVID JENNINGS  
SELLER

*Justin J. McCann*  
SELLER

\_\_\_\_\_  
WITNESS

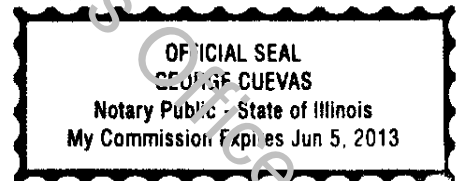
\_\_\_\_\_  
WITNESS #2 (Notary may be witness)

State of **ILLINOIS**  
County of Cook

On April 22nd before me, George Cuevas, a notary public, personally appeared DAVID JENNINGS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Signature *[Handwritten Signature]*

(Seal)

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AS TO BUYER

BUYER

BUYER

WITNESS

WITNESS #2 (Notary may be a witness)

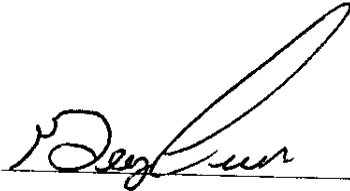
State of Illinois  
County of COOK

On April 2nd before me, George Cuevas, a notary public, personally appeared MICHAEL CUEVAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

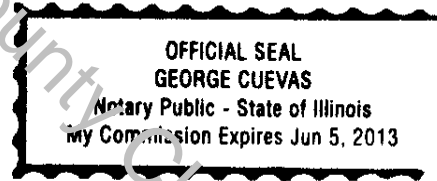
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing is true and correct.

Witness my hand and official seal.

Signature



(Seal)



Notary Public - State of Illinois  
Clerk's Office

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## EXHIBIT A

### Description of Property

Legal description:

follows.

PARCEL 1:

UNIT 1 IN THE RIDGEWAY COMMONS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 15 AND THE NORTH 1/2 OF LOT 16 IN BLOCK 1 IN HILL'S ADDITION TO ALBANY PARK IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1913 DOCUMENT NUMBER 5209347, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0714515062, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

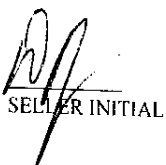
THE EXCLUSIVE RIGHT TO USE PARKING SPACE P2, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0714515062.

By: \_\_\_\_\_  
Greater Metropolitan Title

Property Address: 4920 N RIDGEWAY #1

City, State Zip: CHICAGO IL 60625

Assessor Parcel #: 13-11-317-032-1002

  
SELLER INITIAL

BUYER INITIAL