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Cook County Recorder of Deeds
Date: 06/18/2010 01:58 PM Pg: 1 of 6

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MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement ("Memorandum") is made by Pawel Lewkowski ("Purchaser")

WHEREAS, Purchaser entered into a Residential Real Estate Contract dated as of March 27, 2010 (the "Contract") attached as **Exhibit A**, pursuant to which, among other things, Seller agreed to sell and convey to Purchaser certain real property located in Mount Prospect, Cook County, Illinois and legally described on **Exhibit B** attached hereto (the Property); and

WHEREAS, Purchaser desires to record a memorandum of the Contract to preserve Purchaser's rights thereunder.

NOW THEREFORE,

1. **Defined Terms.** All capitalized terms used herein shall have the same meaning as that set forth in the Contract.
2. **Appurtenant Obligations.** The obligations described herein are obligations which are appurtenant to and which run with the land.
3. **Rights of Purchaser.** Purchaser has rights under the Contract which affect the Property.

IN WITNESS WHEREOF, Purchaser's attorney has executed this Memorandum on this 14th day of June, 2010.

Pawel Lewkowski

By: 

Alfred S. Dynia, his attorney

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alfred S. Dynia, personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the same instrument, pursuant to authority, as his free and voluntary act, and the free and voluntary act of said company, for the uses and purposes set forth.

Given under my hand and official seal this 14th day of June, 2010.



Katarzyna Kaminska

Notary Public

My Commission Expires:

11/24/2012

Prepared by:

Alfred S. Dynia
Budzik & Dynia, LLC
4849 N. Milwaukee Ave., Ste. 801
Chicago, Illinois 60630
Tel: 773-427-1900
Fax: 773-427-1912

Property of Cook County Clerk's Office

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CHICAGO ASSOCIATION OF REALTORS® CONDOMINIUM REAL ESTATE PURCHASE AND SALE CONTRACT (including condominium townhomes)



Rev. 01/2008

1. **Contract.** This Condominium Real Estate Purchase and Sale Contract ("Contract") is made by and between ONNER OERREARD ("Buyer") and PANEL LENKOWSKI ("Seller") (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at 720 N. DEMPSTER #102, MOUNT PROSPECT, IL 60056 ("Property").
The Property P.I.N. # is 08143020151024. Approximate square feet of Property (excluding parking): _____
The Property includes parking space number(s) 2, which is (check all that apply) deeded; limited common element; assigned; indoor; outdoor. If deeded, the parking P.I.N. # is: _____

2. **Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures and Personal Property"):

- | | | | | |
|--|---|--|---|--|
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen and equipment | <input checked="" type="checkbox"/> Built-in or attached shelves or cabinets |
| <input type="checkbox"/> Overrange | <input type="checkbox"/> Smoke and carbon monoxide detectors | <input checked="" type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> Ceiling fan |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace mantel | <input type="checkbox"/> Radiator covers |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Security system (wired or wireless) (make and model) | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firwood | <input type="checkbox"/> All planted vegetation |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Scheduling system | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> Outdoor play set/swings |
| <input type="checkbox"/> Trash compactor | <input type="checkbox"/> T.V. antenna | <input type="checkbox"/> Electronic garage door(s) with remote unit(s) | <input type="checkbox"/> Existing storms and screens | <input type="checkbox"/> Outdoor shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> MCD/Phonix & multimedia equipment | <input type="checkbox"/> Wall-to-wall carpeting | <input type="checkbox"/> Window treatments | <input type="checkbox"/> Home warranty (see attached) |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Stereo speakers/sound and sound | | | |
| <input type="checkbox"/> Water Softener | | | | |

Seller also transfers the following: _____ The following items are included: 80,000.00

3. **Purchase Price.** The purchase price for the Property is \$70,000.00 (including the parking space, if any, Fixtures and Personal Property) ("Purchase Price").

4. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with EXECUTIVE HOME REALTY ("Escrowee"), initial earnest money in the amount of \$1,000.00 in the form of CHECK ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before AFTER ACCEPTANCE. The Initial Earnest Money shall be increased to (strike one) 20% of the Purchase Price OR \$ ("Final Earnest Money") within _____ business days after the expiration of the Attorney Approval Period (as established in Paragraph 13 of this Contract) (the Initial and Final Earnest Money are hereinafter referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses with respect to the Earnest Money.

5. **Mortgage Contingency.** This Contract is contingent upon Buyer securing by 30 DAYS BEFORE CLOSING ("First Commitment Date") a firm written mortgage commitment for a fixed rate or an adjustable rate mortgage to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of \$70,000.00, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 5.75% per year, amortized over 30 years, payable monthly, loan fee not to exceed _____%, plus appraisal and credit report fee, if any ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 3, Rider 9, or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

6. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). If possession is not delivered on or prior to the Closing Date, then Seller shall pay to Buyer at Closing \$ _____ per day ("Use/Occupancy Payments") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee a sum equal to 2% of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy Payments up to and including the date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses.

7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to 35 DAYS AFTER BANK at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and marketable title prior to Closing.
Buyer Initials: PL Seller Initials: TR

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8. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") with release of Homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the governmental taxes or assessments confirmed and unconfirmed; condominium declaration and bylaws, if any; and general real estate taxes not yet due and payable at the time of Closing.

9. **Real Estate Taxes.** Seller represents that the 2002 general real-estate taxes were \$2,800. General real estate taxes for the Property are subject to the following exemptions (check box if applicable): Homeowner's, Senior Citizen's, Senior Freeze. General real estate taxes shall be prorated based on (i) _____% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.

10. **Homeowners Association.** Seller represents that as of the Acceptance Date (as set forth following Paragraph 15 of this Contract), the regular monthly assessment pertaining to the Property is \$340. a special assessment (strike one) has / has not been levied. The original amount of the special assessment pertaining to the Property was \$_____ and the remaining amount due at Closing will be \$_____. and (strike one) shall / shall not be assumed by Buyer at Closing. Buyer acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date, (ii) this information may change, and these fees may increase, prior to Closing; and (iii) Seller is under no obligation to notify Buyer of any changes to this information, and, should changes occur, this Contract shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Paragraph 10, Seller shall disclose to Buyer any new assessment that is actually approved and levied prior to Closing within 5 days after Seller receives notice of the new assessments (and in no event later than the Closing Date). Seller shall furnish Buyer a statement from the proper representative certifying that Seller is current in payment of assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the bylaws of the Association for the transfer of ownership. Seller shall deliver to Buyer the items stipulated by the Illinois Condominium Property Act (705 ILCS 605/1 et seq.) ("ICPA Documents"), including but not limited to the declaration, bylaws, rules and regulations, and the prior and current years' operating budgets within _____ business days of the Acceptance Date. In the event the ICPA Documents disclose that the Property is in violation of existing rules, regulations, or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer would have to extend in connection with owning the Property, then Buyer may declare this Contract null and void by giving Seller written notice within 5 business days after the receipt of the ICPA Documents listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited shall be returned to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect. Seller agrees to pay any applicable processing/movement/transferring fees as required by the Association, and Buyer agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this Contract shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall pay the commission pursuant to Paragraph 13 of the General Provisions of this Contract.

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

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

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

14. **Inspection.** Within 3 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law), radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (such as "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. 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 health or safety threat. Buyer shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections. Buyer or Buyer's Inspector, prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer agrees that minor repair and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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

SIGNATURE PAGE FOLLOWS

Buyer Initials: PL

Seller Initials: T.A

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OFFER DATE: 03/26/2010

ACCEPTANCE DATE: 03-27 2010 (Acceptance Date)

BUYER'S INFORMATION:

Buyer's Signature: [Signature]
Buyer's Signature: _____

Buyer's Name(s) (print): PANEL LENKOWSKI

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

The names and addresses set forth below are for informational purposes only and subject to change.

BUYER'S BROKER'S INFORMATION:

Designated Agent (print): MARCANEIRA S ENA SIENKOWSKI

Agent Identification Number: 112430

Broker Name: AMERICAN REALTY # 14316

Office Address: 6946 W HIGGINS AVE

City: CHICAGO State: IL Zip: 60656

Office Phone: 773-775-5500 Cell Phone: 847-370-4565

Fax: 773-775-2700

Email: panel@realtor@yahoo.com

BUYER'S ATTORNEY'S INFORMATION:

Attorney Name: MARTIN PTASINSKI

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: 708-467-0000 Cell Phone: _____

Fax: _____

Email: _____

BUYER'S LENDER'S INFORMATION:

Mortgage Broker's Name: JPMORGAN CHASE BANK

Lender: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: 630-437-7452 Cell Phone: _____

Fax: _____

Email: _____

Buyer Initials: PL Buyer Initials: _____

SELLER'S INFORMATION:

Seller's Signature: [Signature]
Seller's Signature: _____

Seller's Name(s) (print): TADEUSZ DYBONICZ

Address: 120 Dempster # 108

City: MT Prospect State: IL Zip: 60056

Office Phone: _____ Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

The names and addresses set forth below are for informational purposes only and subject to change.

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): TERESA SZURZYNSKI

Agent Identification Number: 125465

Broker Name: EXECUTIVE HOME REALTY # 16117

Office Address: 7504 N BELMONT

City: CHICAGO State: IL Zip: 60634

Office Phone: 773-237-8888 Cell Phone: _____

Fax: 773-237-8878

Email: Executivehomerealty@yahoo.com

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: Jaszczuk

Firm: _____

Office Address: 2956 N Milwaukee

City: _____ State: _____ Zip: _____

Office Phone: 773-252-5477 Cell Phone: _____

Fax: 773-252-3490

Email: _____

Seller Initials: TD Seller Initials: _____

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GENERAL PROVISIONS

A. **Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in this Paragraph 8 of this Contract, if the Property is improved as of the Closing Date, at the last available tax bill to be available, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall prorate taxes within 30 days after the bill on the improved property becomes available.

B. **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

C. **Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of marketable title in the intended grantor by delivering Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to 4 other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a commitment for Title Insurance due to delay by Buyer's subrogation in recording mortgage and holding down title shall not be a default of this Contract. Every commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

D. **Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or approved delivery service, by mail-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating, and amending this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

E. **Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge and agree that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of a *rescissory*. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses arising out of those claims and demands.

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

G. **Insulation and Heat Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 33 is attached. If the Property is located in the City of Chicago, Seller and Buyer shall comply with the provisions of Chapter 5-18-010 of the Chicago Code of Ordinances concerning Heating Fuel Disclosure for the Property.

H. **Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent (Code Violation Notice). If a Code Violation Notice is received after the Acceptance Date and after Closing, Seller shall promptly notify Buyer of the Notice.

I. **Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract, and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

J. **Survey and Legal Description.** At least 6 days prior to Closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than 18 months prior to the date of Closing, showing the present location of all improvements, if Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense. The Parties may amend this Contract to attach a complete and current legal description of the Property.

K. **Affidavit of Title ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by Buyer's mortgage, or the title insurance company, for extended coverage.

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

M. **Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed statement signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or their representatives as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

N. **Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by bill of sale to Buyer.

O. **Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to Paragraph 8 of the General Provisions of this Contract. To the extent that Seller fails to comply with this provision, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.

P. **Time.** Time is of the essence for purposes of this Contract.

Q. **Number.** Wherever appropriate within this Contract, the singular includes the plural.

R. **Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

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

T. **Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by Executive Order of the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, or nation pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, costs, liabilities, and expenses, including reasonable attorney's fees and costs arising from or related to any breach of the foregoing representation and warranty.

U. **Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

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

Buyer Initials: PL Buyer Initials: _____

Seller Initials: _____ Seller Initials: _____