

# UNOFFICIAL COPY

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Michael Cuevas  
1705 N. Ashland  
Chicago, IL 60622



Doc#: 1020046089 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/19/2010 04:12 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 18 day of 5, 2010 by and between Brodley Diakow (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 25 day of may, 2010, and expires on the 31 day of 12, 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.**

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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.***

*See Exhibit A Legal Description Attached*

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

AS TO SELLER

SELLER

SELLER

WITNESS

WITNESS #2 (Notary may be witness)

State of **ILLINOIS**

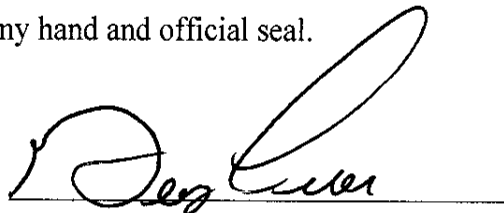
County of COOK

On 7/13/10 before me, George Cuevas, a notary public, personally appeared BADLEY POLAKOW, 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.

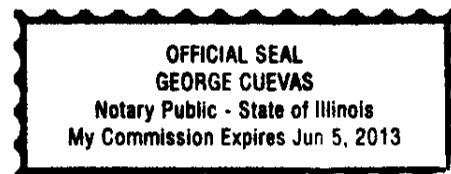
I certify under PENALTY OF PERJURY under the laws of the State of **ILLINOIS** that the foregoing is true and correct.

Witness my hand and official seal.

Signature



(Seal)



**UNOFFICIAL COPY**AS TO BUYERBUYERBUYERWITNESSWITNESS #2 (Notary may be a witness)

State of Illinois

County of COOK

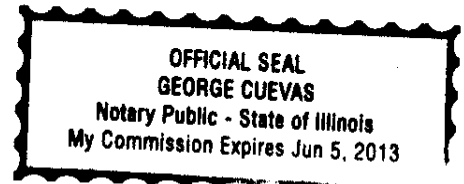
On 7/19/10 before me, George Cuevas, a notary public, personally appeared MICHAEL CUEVAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 George Cuevas

(Seal)



**UNOFFICIAL COPY****EXHIBIT A****Description of Property****Legal description:**

4. The land referred to in this Commitment is situated in the County of Cook, State of Illinois, and is described as follows:

LOT 2 IN SAUGANASH WOODS PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 8, 1997 AS DOCUMENT NO. 97749784 IN COOK COUNTY, ILLINOIS.

Note: For informational purposes only, the land is described as:  
5338 N Kildare Ave, Chicago, IL 60630

Issuing Agent: Lattas Law, LLC  
For questions regarding settlement closing please contact the authorized closing agent:  
Greater Metropolitan Title  
175 East Hawthorn Parkway  
Vernon Hills, IL 60061  
P: (847) 281-9332 F: (847) 281-9334

This commitment is valid only if Schedule B is attached.

Property Address: 5338 N. Kildare Ave.

City, State Zip: Chicago, IL 60630

Assessor Parcel #: 1310201 0190000

SELLER INITIAL BUYER INITIAL