

# UNOFFICIAL COPY

## NOTICE OF CONTRACT



Doc#: 1023131146 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/19/2010 04:24 PM Pg: 1 of 4

<b>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</b>
Company Name: <b>New Perspective Group, LLC</b>
Company Address <b>205 E Butterfield Rd. Suite 425</b>
Company Address <b>Elmhurst, IL 60126</b>

This **NOTICE OF AGREEMENT FOR SALE AND PURCHASE** (the "Notice") is made, executed and delivered as of the 12<sup>th</sup> day of Aug, ~~2009~~ 2010, by and between

Jennifer Totarz Seller #1 And New Perspective Group, LLC Buyer #1  
\_\_\_\_\_  
Seller #2 Buyer #2

The Seller and Buyer hereby give notice that an Agreement for Sale and Purchase contract dated ~~8/12/2010, 2009~~ exists between the parties for the following real property ("Property"):

Property Address (Number, Street, Apartment): <u>1909 W. Diversy Pkwy</u>
Property Address (City, State, Zip): <u>Chicago, IL 60614</u>
Parcel Number: <u>14-30-402-029-0000</u>

This Contract for Sale and Purchase may be executed anytime before the 12<sup>th</sup> day of Aug 2011.  
The Option Contract may be terminated and this Notice released and satisfied of record by execution and recording a Release of Option Contract signed only by Buyer.

**REPRESENTATIONS AND WARRANTIES:** To induce BUYER to enter into this Agreement,

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SELLER makes the following representations, warranties, and covenants.

A. The property is being sold "AS IS" with regard to the physical condition of any improvements. SELLER is giving no warranties to BUYER.

B. SELLER has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at closing out of SELLER's proceeds from the Purchase Price.

C. There are no service contracts or agreements relating to the operations, maintenance, or security of the property under which SELLER is bound and which will survive the closing.

D. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of SELLER's knowledge, no such condemnations or other proceeds are threatened or planned.

E. SELLER has sole and exclusive possession of the Property and will be able to deliver possession of the Property to BUYER free of all leases on the Closing Date.

F. SELLER understands that this transaction is a short sale and is contingent upon acceptance of short pay offers to current lien holders acceptable to BUYER and is contingent upon the re-listing of the property with a realtor and finding a third party buyer to purchase, fund and successfully close on that sales transaction. SELLER will receive NO FUNDS from either closing.

**IN WITNESS WHEREOF, the parties have executed this NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE as of the date first above written.**

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## NOTICE OF CONTRACT

See "Exhibit A" (Legal Description) Attached Hereto

### Acknowledged as to Seller

In witness whereof, we hereunto set our hand and seal at \_\_\_\_\_

In the county of Denver  
this 12 day of August, ~~2009~~ 2010

[Signature]  
Seller #1

\_\_\_\_\_  
Seller #2

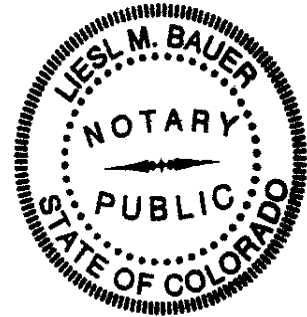
~~State of Illinois, County of Cook~~ Colorado, County of Denver

On August 12, ~~2009~~ 2010, before me, a Notary Public in and for said County, personally appeared the above named Alexis Takarz who acknowledged and declared that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal:

Liesl M. Bauer  
Notary Public

My commission expires: 4-20-2011



~~Acknowledge as to Buyer~~

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## LEGAL DESCRIPTION

### PARCEL 1:

UNIT 1909-401 IN 1907-11 W. DIVERSEY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 3.33 FEET OF LOT 57, LOT 58 AND LOT 59 (EXCEPT THE WEST 5.0 FEET THEREOF) IN MANUFACTURERS ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO DECLARATION OF CONDOMINIUM RECORDED 06/20/07 AS DOCUMENT 0717122069, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS MAY BE FURTHER AMENDED FROM TIME TO TIME.

### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-6, A LIMITED COMMON ELEMENT, AS SET FORTH IN THE CONDOMINIUM DECLARATION RECORDED 06/20/07 AS DOCUMENT 0717122069.

UNDERLYING PIN: 14-30-402-029-0000 (AFFECTS THE LAND AND OTHER PROPERTY)

COMMONLY KNOWN AS: 1909 W. DIVERSEY, UNIT 401, CHICAGO, IL 60614-30-402-029-0000

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.