

UNOFFICIAL COPY

REAL ESTATE CONTRACT



Doc#: 1032856039 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/24/2010 02:31 PM Pg: 1 of 17

Contract accepted September 16, 2010

Purchaser: Mike Scali or Nominee

Seller: Wholesale Oil Company

Property Address: 4355-59 W. Belmont Ave., Chicago, IL 60641

Permanent Index No. 13-27-200-001-0000

Legal Description:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, IN KEARNS SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 4 IN CUSHINGS SUBDIVISION OF THE WEST FIFTY (50) ACRES OF THE NORTH ONE HUNDRED TWENTY (120) ACRES OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-SEVEN (27), 31, TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4355-59 W. BELMONT AVE., CHICAGO, ILLINOIS 60641-4526

UNOFFICIAL COPY



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) (Please Print) Mike Scali or Nominee

4
5 Seller(s) (Please Print) Wholesale Oil Company

6
7 **If Dual Agency applies, complete Optional Paragraph 41.**

8
9 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
10 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
11 of Per Survey commonly known as: 4355-59 Belmont (From Kostner to Lowe), Chicago, IL
12 Address City State Zip

13 Cook
14 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

15
16 **If Condo/Coop/Townhome Parking is Included:** # of space(s) ; identified as Space(s) # ;
17 (check type) deeded space; limited common element; assigned space

18
19 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
20 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
21 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
22 following items of personal property by Bill of Sale at Closing: **[Check or enumerate applicable items]**

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Exting. Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Va. & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Outdoor Playsets | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Home Warranty \$ <u> </u> |

32 **Other items included:** Per Exhibit A.

33 **Items NOT included:**

34 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
35 condition at possession, except:

36 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
37 regardless of age, and does not constitute a threat to health or safety.

38
39 **4. PURCHASE PRICE:** Purchase Price of \$ 950,000.00 shall be paid as follows: Initial
40 earnest money of \$ 5000.00 by check, cash OR note due on , 20 ,
41 to be increased to a total of \$ XXXXXXX by XXXXXXX, 20 . The earnest money and the
42 original of this Contract shall be held by the Seller's Attorney, as "Escrowee", in trust for the mutual benefit of the
43 Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds,
44 or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is
45 guaranteed by a licensed title insurance company).

46
47 **5. CLOSING:** Closing or escrow payout shall be on November 30, 2010, or at such time as
48 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
49 geographically nearest the Real Estate or as shall be agreed mutually by the Parties.

50
51 **6. POSSESSION:** Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the time of
52 Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
53 to the Real Estate to Buyer or to Listing Office.

Buyer Initial <u> </u>	Buyer Initial <u> </u>	Seller Initial <u> </u>	Seller Initial <u> </u>
Address <u> </u>			

UNOFFICIAL COPY

54 ~~7. REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: Seller [check one] has has not received a completed Illinois Residential Real Property Disclosure~~
 55 this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure
 56 Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
 57 ~~and Seller [check one] has has not received a Lead-Based Paint Disclosure.~~

58
 59 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, ~~and~~
 60 Service Area tax for the year of closing only, utilities, water and sewer, and homeowner or condominium association
 61 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 62 Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium
 63 Association(s) fees are \$_____ per _____ (and, if applicable, fees for a Master/Umbrella Association are
 64 _____). Seller agrees to pay prior to or at Closing any special assessments (governmental or
 65 association) confirmed prior to Date of Acceptance. Installments due after the year of Closing for a Special Service Area
 66 shall not be a proratable item. The general Real Estate taxes shall be prorated as of the date of Closing based on
 67 105% of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing, except as
 68 provided in Paragraph 20. If the amount of the most recent ascertainable tax bill reflects a homeowner, senior citizen or
 69 other exemption, Seller has submitted or will submit in a timely manner all necessary documentation to the Assessor's
 70 Office, before or after Closing, to preserve said exemption(s).

71
 72 ~~9. ATTORNEY REVIEW: The respective attorneys for the Parties may approve, disapprove, or make modifications to~~
 73 this Contract, other than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval
 74 or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or
 75 proposed modification(s) by any Party shall be in writing. **If written notice is not served within the time specified, this**
 76 **provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to**
 77 **the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties**
 78 **with respect to resolution of proposed modifications, then this Contract shall be null and void.**

79
 80 ~~10. PROFESSIONAL INSPECTIONS: Buyer may, at Buyer's expense (unless otherwise provided by~~
 81 governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless
 82 separately waived), and/or wood destroying insect infestation inspection(s) of said Real Estate by one or more licensed
 83 or certified inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects
 84 disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the
 85 report(s) within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard
 86 inspection) after Date of Acceptance. **If written notice is not served within the time specified, this provision shall be**
 87 **deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of**
 88 **ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to**
 89 **resolution of inspection issues, then this Contract shall be null and void.** The home inspection shall cover only
 90 major components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s),
 91 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and foundation. A major
 92 component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of
 93 age, and does not constitute a threat to health or safety. The fact that a functioning component may be at the end of its
 94 useful life shall not render such component defective for the purpose of this paragraph. Buyer shall indemnify Seller
 95 and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person
 96 performing any inspection(s). **Buyer agrees minor repairs and routine maintenance items are not a part of this**
 97 ~~contingency. If radon mitigation is performed, Seller shall pay for a test.~~

98
 99 **11. MORTGAGE CONTINGENCY:** Seller [check one] has has not received a completed Loan Status
 100 Disclosure (see page 11). This Contract is contingent upon Buyer obtaining a firm written mortgage commitment
 101 (except for matters of title and survey or matters totally within Buyer's control) on or before November 16, 2010
 102 for a [choose one] fixed adjustable; [choose one] conventional FHA/VA other _____

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

103 loan of \$ 760,000.00 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if
 104 required. The interest rate (initial rate, if applicable) shall not exceed 7 % per annum, amortized over not less than
 105 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount.
 106 Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If
 107 FHA/VA, complete Paragraph 35.) (If closing cost credit, complete Paragraph 33.) Buyer shall make written loan
 108 application within five (5) Business Days after the Date of Acceptance. **Failure to do so shall constitute an act of**
 109 **Default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain such loan**
 110 **commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If**
 111 **written notice of inability to obtain such loan commitment is not served within the time specified, Buyer shall be**
 112 **deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise**
 113 **provided in Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
 114 **real estate.** Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan
 115 commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or
 116 closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's
 117 notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon
 118 the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5)
 119 Business Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to
 120 Seller or lender all requested information and shall sign all papers necessary to obtain the mortgage commitment and to
 121 close the loan.
 122

~~123 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer's obtaining evidence of insurability from
 124 Insurance Service Organization Homeowner 3 (SOHO3) or applicable equivalent policy at Preferred Premium rates
 125 within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and**
 126 **serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void. If**
 127 **written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and**
 128 **this Contract shall remain in full force and effect.**
 129~~

130 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure Report,
 131 Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard
 132 area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and**
 133 **void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in**
 134 **Paragraph 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall**
 135 **remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real
 136 Property Disclosure Act.
 137

138 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
 139 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.
 140 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of
 141 the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
 142 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
 143 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitation, and conditions
 144 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
 145 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
 146 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
 147 assessments confirmed prior to the Date of Acceptance.
 148 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
 149 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same.
 150 This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver
 151 of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of
 152 Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of
 153 Condominium/Covenants, Conditions and Restrictions, by the Declaration of Condominium/Covenants, Conditions and Restrictions.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

~~154 general supervision of Buyer and additional documentation. Buyer agrees to comply with same.~~
 155 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
 156 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained
 157 within the documents would unreasonably restrict Buyer's use of the premises or would result in increased
 158 financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may
 159 declare this Contract null and void by giving Seller written notice within five (5) Business Days after the
 160 receipt of the documents and information required by Paragraph 14 (c), listing those deficiencies which
 161 are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed
 162 to have waived this contingency, and this Contract shall remain in full force and effect.
 163 (e) Seller shall not be obligated to provide a condominium survey.
 164 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage, if any) as an insured.

165
 166 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 167 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the
 168 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
 169 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
 170 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
 171 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.
 172

173 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 174 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 175 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by CT&T
 176 licensed to operate in the State of Illinois issued on or subsequent to the Date of Acceptance, subject only to
 177 items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real Estate is vacant
 178 land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title
 179 as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions,
 180 or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said
 181 exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be
 182 caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over
 183 prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior
 184 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering
 185 the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
 186

187 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing except where the Real Estate is a
 188 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey
 189 dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor,
 190 showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record,
 191 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In
 192 addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate
 193 state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall
 194 have the following statement prominently appearing near the professional land surveyor seal and signature: "This
 195 professional service conforms to the current Illinois minimum standards for a boundary survey". A Mortgage Inspection,
 196 as defined, is not a boundary survey, and is not acceptable.
 Seller shall also provide Clear UCC and Tax lien Searches.

197 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
 198 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
 199 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
 200 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
 201 Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall
 202 share the title company escrow closing fee equally.
 203
 204

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

205 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be
206 destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall
207 have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real
208 Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a
209 result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at
210 closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor
211 and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

212
213 ~~20. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously assessed for~~
214 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow
215 with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When
216 the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's
217 attorney at the request of either Party, and Seller's share of such tax liability after reparation shall be paid to Buyer from
218 the escrow funds and, if balance, if any, shall be paid to Seller. If Seller's obligation after such reparation exceeds the
219 ~~amount of the escrow fund, Seller agrees to pay the balance of such obligation.~~

220
221 **21. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any
222 Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that have
223 not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a
224 proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents,
225 however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 226 1. There [check one] is is not a proposed or pending unconfirmed special assessment affecting the Real
227 Estate not payable by Seller after date of Closing.
- 228 2. The Real Estate [check one] is is not located within a Special Service Area, payments for which will
229 not be the obligation of Seller after date of Closing.

230 **If any of the representations contained herein regarding non-Homeowner Association special assessment or**
231 **Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and**
232 **void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10)**
233 **Business Days after Date of Acceptance or within the term specified in Paragraph 11 (whichever is later), Buyer**
234 **shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Seller further
235 represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the
236 public records, any hazardous waste on the Real Estate or any improvements for which the required permits were not
237 obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full
238 in the determination of the most recent real estate tax assessment or which are eligible for home improvement tax
239 exemption.

240
241 ~~22. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean~~
242 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
243 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property
244 prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the
245 ~~same condition as of the Date of Acceptance, normal wear and tear excepted.~~

246
247 **23. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
248 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

249
250 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
251 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

252
253 **25. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this
254 Contract.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

255 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
256 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money refunded to
257 Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of competent jurisdiction".
258

259 **27. NOTICE:** All Notices, except as provided otherwise in Paragraph 31(C) (2), shall be in writing and shall be served
260 by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient
261 Notice to all. Notice shall be given in the following manner:

- 262 (a) By personal delivery of such Notice; or
- 263 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt
264 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of
265 mailing; or
- 266 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
267 provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax
268 Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
269 Business Day after transmission; or
- 270 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
271 that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides
272 written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or
273 commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the
274 effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 275 (e) By commercial overnight delivery (e.g. FedEx). Such Notice shall be effective on the next Business Day
276 following deposit with the overnight delivery company.

277
278 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
279 are free to pursue any legal remedies at law or in equity, and the prevailing Party in litigation shall be entitled to collect
280 reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There
281 shall be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer.
282 Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may
283 deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall
284 be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
285 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
286 and demands arising under this paragraph.
287

288 **29. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the
289 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are
290 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
291

292 ~~30. PHASE I & PHASE II CONTINGENCIES: Seller shall provide at its expense Phase I and Phase II reports acceptable~~
293 ~~to Buyer on or before Oct. 1, 2010. Buyer shall have 10 business days from receipt of the reports to approve~~
294 ~~the reports. With such time if Buyer notifies Seller the reports are unacceptable, the contract shall be null & void & all~~
295 ~~earnest money shall be returned. Absent such notice, this contingency shall be deemed waived.~~

296 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**
297 **SEE RIDER ATTACHED HERETO**

298 ~~31. SALE OF BUYER'S REAL ESTATE.~~

299 Initials

300 (A) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

301 (1) Buyer owns real estate commonly known as (address): _____

302
303 (2) Buyer *[check one]* has has not entered into a contract to sell said real estate. If Buyer has entered into a contract to
304 sell said real estate, that contract: _____

305 ~~(c) *[check one]* is is not subject to a mortgage containing a _____~~

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

306 ~~(b) [check one] is is not subject to a real estate closing contingency.~~

307 (c) [check one] is is not subject to a real estate closing contingency.

308 (3) Buyer [check one] has has not listed said real estate for sale with a licensed real estate broker and in a local multiple
309 listing service.

310 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service,
311 Buyer [check one]

312 (a) Shall list said real estate for sale with a licensed real estate broker who will place it in a local multiple listing
313 service within five (5) Business Days after the Date of Acceptance.

314 For information only: Broker: _____ Phone: _____
315 Broker's Address: _____

316 (b) Does not intend to list said real estate for sale.

317 **(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**

318 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force
319 and effect as of _____, 20____. Such contract shall provide for a closing date not later than the Closing
320 Date set forth in this Contract. If written notice is served on or before the date set forth in this subparagraph that
321 Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If written
322 notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close
323 of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies
324 contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this paragraph is used, then
325 the following paragraph must be completed.)

326 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 31 (B) (1) and that
327 contract is in full force and effect, or has entered into a contract for sale of Buyer's real estate prior to the execution of this
328 Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before
329 _____, 20____. If written notice that Buyer has not closed the sale of Buyer's real estate is
330 served before the close of business on the next Business Day after the date set forth in the preceding sentence, this
331 Contract shall be null and void. If written notice is not served as described in the preceding sentence, Buyer shall be
332 deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force
333 and effect.

334 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31 (B) (1)
335 (or after the date of this Contract if no date is set forth in Paragraph 31 (B) (1)), Buyer shall, within three (3) Business Days
336 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in
337 Paragraph 31 and complies with Paragraph 31 (D), this Contract shall be null and void as of the date of notice. If
338 written notice as required by this subparagraph is not served within the time specified, Buyer shall be in default
339 under the terms of this Contract.

340 **(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller

341 has the right to continue to show the Real Estate and offer it for sale subject to the following.

342 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in subparagraph (B)
343 are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such
344 notice to waive the contingencies set forth in Paragraph 31 (B), subject to Paragraph 31 (D).

345 (2) Seller's notice to Buyer (commonly referred to as a "kick-out" notice) shall be served on Buyer, not Buyer's
346 attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" notice should be sent to Buyer's attorney and
347 real estate agent, if known. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a
348 multiple-person Buyer shall be sufficient notice to all Buyers. Notice for the purpose of this subparagraph only shall be
349 served upon Buyer in the following manner:

350 (a) By personal delivery of such notice effective at the time and date of personal delivery; or
351 (b) By mailing of such notice to the addresses recited herein for Buyer by regular mail and by certified mail. Notice
352 served by regular mail and certified mail shall be effective at 10:00 A.M. on the morning of the second day following
353 deposit of notice in U.S. Mail; or

354 (c) By commercial overnight delivery (e.g., FedEx). Such notice shall be effective upon delivery or at 4:00 P.M. Chicago
355 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

356 (3) If Buyer complies with the provisions of Paragraph 31 (D) then this Contract shall remain in full force and effect.

357 (4) If the contingencies set forth in Paragraph 31 (B) are NOT waived in writing within said time period by Buyer, this
358 Contract shall be null and void.

359 (5) Except as provided in subsections to subparagraph (C) (2) above, all notices shall be made in the manner provided by

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

UNOFFICIAL COPY

360 ~~Paragraph 27 of this Contract.~~
361 (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's attorney or representative.

362 (D) **WAIVER OF PARAGRAPH 31 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph
363 31 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____
364 earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the
365 waiver shall be deemed ineffective and this Contract shall be null and void.

366 (E) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in
367 Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

368
369 **32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
370 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
371 _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be
372 null and void. Notice to the purchaser under the prior contract should not be served until after Attorney Review and
373 Professional Inspection, provisions of this Contract have expired, been satisfied or waived.

374
375 **33. CLOSING COST CREDIT:** Provided Buyer's lender permits such credit to show on the HUD-1
376 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to Buyer
377 \$ _____ at closing.

378
379 **34. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms),
380 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on
381 the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer shall be responsible for any administrative fee (not
382 to exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no
383 sooner than ten (10) Business Days prior to the anticipated Closing date.

384
385 **35. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable:
386 Buyer may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as
387 determined by the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the
388 option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA,
389 the Mortgage Insurance Premium (MIP) shall be paid by Buyer and shall shall not be added to the mortgage loan
390 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00. **Required FHA or VA**
391 **amendments shall be attached to this Contract.** It is expressly agreed that notwithstanding any other provisions of this Contract,
392 Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest
393 money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the
394 Federal Housing Commissioner setting forth the appraised value of the property (excluding Closing costs) of not less than
395 \$ _____. Buyer shall have the privilege and option of proceeding with the consummation of the Contract
396 without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
397 the Department of Housing and Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the
398 condition of the property. Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

399
400 **36. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for
401 interim financing on or before _____, 20____ in the amount of \$ _____. If Buyer is unable
402 to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be
403 null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties
404 and this Contract shall remain in full force and effect.

405
406 **37. WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's expense a well
407 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test (and
408 lead test for FHA loans) and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
409 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well
410 and water supply and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy any
411 defect or deficiency disclosed by said report(s) prior to Closing; provided that if the cost of remedying a defect or deficiency and the
412 cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost,
413 then this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at Seller's
414 expense. If the report contains additional testing after Closing, the Parties shall have the option of establishing an escrow with a

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

415 ~~mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall~~
416 deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day prior to Closing.

417
418 **38. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10, within ten
419 (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more
420 than six (6) months prior to the date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the
421 subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects.
422 Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has
423 the option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this Contract null and void.
424 This paragraph shall not apply to condominiums or to newly constructed property having been occupied for less than one year
425 following completion of construction.

426
427 **39. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the date that
428 is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability
429 insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing
430 with _____, [choose one] one percent (1%) of the Purchase Price or the sum of \$ _____ to
431 be paid by Escrowee as follows: a) The sum of \$ _____ per day for use and occupancy from and including the day after
432 Closing to and including the day of delivery of possession, if on or before the Possession Date; b) The amount per day equal to five
433 (5) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller
434 remains in possession of the real estate; and c) The balance, if any, to Seller after delivery of possession and provided that the terms
435 of Paragraph 22 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession
436 escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

437
438 **40. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal
439 property in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
440 respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known
441 defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the
442 property available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against
443 any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s). **In the event the**
444 **inspection reveals that the condition of the improvements, fixtures or personal property to be conveyed or transferred is**
445 **unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance, this Contract**
446 **shall be null and void. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to**
447 **terminate this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges the**
448 **provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.**

449
450 **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
451 _____ (Licensee) acting as a Dual Agent in providing brokerage services
452 ~~on their behalf and specifically consent to licensee acting as a Dual Agent with regard to the sale or purchase of real estate.~~

453
454 **42. ASSET PURCHASE CONTINGENCY:** This Contract is contingent upon the concurrent closing of the
455 **ASSET PURCHASE AGREEMENT** dated Aug. 13, 2010 between Buyer & Belmont Kottner Services, Inc. /
456 Mostafa S. Nafasi and this contract.

457 ~~Buyer and Seller hereby agree that if Seller, within the time specified, this Contract shall be null and void. If written notice is~~
458 **not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in**
459 **full force and effect.**

460
461 **43. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties
462 entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms
463 as either Party may deem necessary, providing for one or more of the following: (check applicable box(es))

- 464 Assumption of Seller's Mortgage Vacant Land
- 465 Commercial/Investment Starter Exchange Articles Of Agreement for Deed or Purchase Money Mortgage
- 466 Cooperative Apartment
- ~~New Construction~~

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			

UNOFFICIAL COPY

467 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
 468 PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

469
 470 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
 471 Real Estate Contract 4.0.

472 ✓ 9-16- 20/10 20
 473 Date of Offer DATE OF ACCEPTANCE

474 ✓ Michel Scali
 475 Buyer Signature Seller Signature

476
 477 Buyer Signature Seller Signature

478 Mike Scali
 479 Print Buyer(s) Name(s) [Required] Print Seller(s) Name(s) [Required]

480 3716 W. North Ave 4055 W. Peterson #203
 481 Address Address

482 Stone Park Il. 60165 Chicago, Il. 60646
 483 City State Zip City State Zip

484 773 544 1913
 485 Phone Phone E-mail E-mail

FOR INFORMATION ONLY

486
 487 Selling Office MLS # Listing Office MLS #

488 Buyer's Designated Agent MLS # Seller's Designated Agent MLS #

489
 490 Phone Fax Phone Fax

491 E-mail E-mail

492 Levin & Rosen, Ltd. Attn: Earl Weiss Richard Wolfe
 493 Buyer's Attorney E-mail Seller's Attorney E-mail

494 847 679 5580 847 679 5592 312 782 1781 312 782 5108
 495 Phone Fax Phone Fax

496 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

497 Loan Officer Fax Management Co./Other Contact Phone

500 ©2006, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any
 501 portion thereof is prohibited. Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

502
 503 *Approved by the following organizations February 2006:*

- 504 Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®,
- 505 DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of
- 506 REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of
- 507 REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicago and, REALTOR®
- 508 Association of West/South Suburban Chicagoland, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®

518 **Seller Rejection:** This offer was presented to Selier on _____ 20 _____ at _____ : _____ AM/PM
 519 and rejected on _____ 20 _____ at _____ : _____ AM/PM
 520 (Seller initials) (Seller initials)

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
 Address _____

UNOFFICIAL COPY

467 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
468 PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

470 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
471 Real Estate Contract 4.0.

472 _____ 20 September 16 _____ 2010
473 Date of Offer _____ DATE OF ACCEPTANCE _____

474 Buyer Signature _____ Seller Signature _____

475 Buyer Signature _____ Alan Steinhilber President

476 Mike Scali _____ Wholesale O.R.S. Company

477 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____

478 3716 W. North Ave _____ 4055 W. Peterson #203 _____

479 Address _____ Address _____

480 Stone Park, IL 60165 _____ Chicago, IL 60646 _____

481 City _____ State _____ Zip _____ City _____ State _____ Zip _____

482 773 544 1913 _____ Phone _____ E-mail _____

483 _____ Phone _____ E-mail _____

FOR INFORMATION ONLY

484 Selling Office _____ MLS # _____ Listing Office _____ MLS # _____

485 Buyer's Designated Agent _____ MLS # _____ Seller's Designated Agent _____ MLS # _____

486 Phone _____ Fax _____ Phone _____ Fax _____

487 E-mail _____ E-mail _____

488 Levin & Rosen, Ltd. Attn: Earl Weiss _____ Richard Wolfe _____

489 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____

490 847 679 5580 _____ 847 679 5592 _____ 312 782 1781 _____ 312 782 5108 _____

491 Phone _____ Fax _____ Phone _____ Fax _____

492 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____

493 Loan Officer _____ Fax _____ Management Co./Other Contact _____ Phone _____

494 ©2006, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any
495 portion thereof is prohibited. Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

496 _____

497 _____

498 *Approved by the following organizations February 2006:*

499 Illinois Real Estate Lawyers Association, Aurora Tri-County Association of REALTORS®, Chicago Association of REALTORS®,

500 DuPage County Bar Association, Kane County Bar Association, Lake County Bar Association, McHenry County Association of

501 REALTORS®, North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of

502 REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland, REALTOR®

503 Association of West/South Suburban Chicagoland, Three Rivers Association of REALTORS®, West Towns Board of REALTORS®

504 _____

505 _____

506 _____

507 **Seller Rejection:** This offer was presented to Seller on _____ 20 _____ at _____ : _____ AM/PM

508 and rejected on _____ 20 _____ at _____ : _____ AM/PM _____

509 _____ (Seller initials) _____ (Seller initials)

510 _____

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____

UNOFFICIAL COPY
RIDER TO CONTRACT IDENTIFIED AS FOLLOWS:

- A. Buyer: Mike Scali or Nominee
- B. Seller: Wholesale Oil Company
- C. Property Address: 4355-59 Belmont Ave., Chicago, IL
- D. Purchase Price: \$950,000.00
1. In the event that any conflicts between the terms of this Rider, and the terms of the subject Contract, the terms of the Rider shall control.
 2. Seller shall provide a plat of survey dated in December of 2009. If buyer desires an updated survey, buyer shall pay the cost of such update.
 3. Within 45 days after the date of this Contract, buyer shall be given reasonable access to the property, including the right to inspect the property and perform any studies (excluding environmental assessments which shall be performed by seller). During the due diligence period, buyer shall conduct such discovery and inspections as buyer deems reasonably necessary to ascertain the condition of the property. The result of any investigation will be shared with seller and any written reports, assessments or other written results shall be tendered to seller. Access will be allowed buyer during normal business hours. Buyer shall indemnify, defend and hold seller harmless from any and all loss or damage incurred as a result of buyer's inspection.

 Upon completion of the due diligence period, buyer shall purchase the property in "AS IS" condition without warranties or representations as to the condition of the property.
 4. Seller shall provide buyer with any and all environmental documentation and reports in its possession, as may be reasonably required by buyer's lender, no later than November 1, 2010.
 5. Seller shall provide buyer with the results of soil and water tests from borings, to be provided to the Illinois Environmental Protection Agency no later than November 1, 2010. In the event that seller fails to provide such test results on or before November 1, 2010, buyer shall have the option to cancel the Contract and retain return of the earnest money, or in the alternative, extend the contract period for such additional monthly terms as may be necessary for seller to provide buyer with the soil and water boring results as specified above. Following receipt of the soil and water tests, buyer shall have 30 days to approve the test results and comply with the mortgage contingency as specified at paragraph 11 of the printed Contract. If buyer provides written notice that the soil and water tests are not approved within 30 days following receipt of those tests, the Contract shall be deemed null and void, and all earnest money shall be returned. Absent such written notice of disapproval, the soil and water boring tests shall be deemed

UNOFFICIAL COPY

approved, and all remaining due diligence and contingencies shall be deemed satisfied except for the mortgage contingency. Seller shall then assign its rights to reimbursement of future remediation costs to be expended, to buyer. All funds previously paid by seller to remediate the property and any reimbursement therefore shall belong to the seller upon any reimbursement from the state.

Upon issuance of an "NFR" letter by the state, seller's responsibility for the environmental condition of the property shall terminate, and buyer shall indemnify and hold seller harmless from any claim, demand, cause or action relating to the environmental condition of the property.

6. This Rider, and the printed Contract may be executed in counterparts. The Contract and this Rider shall be binding upon the respective parties when the executed counterpart is transmitted to the opposing party or their attorney. Facsimile transmissions of original signatures shall serve as authentic and binding signatures of the parties.
7. Seller's deed shall be subject to existing leases and tenancies.

Michael Scabi
Buyer

Seller

UNOFFICIAL COPY

09-15-2010

3 / 4

SEP-15-10 11:33

FROM-Levin & Rosen,LTD

8476795592

T-721 P.003/004 F-498

approved, and all remaining due diligence and contingencies shall be deemed satisfied except for the mortgage contingency. Seller shall then assign its rights to reimbursement of future remediation costs to be expended, to buyer. All funds previously paid by seller to remediate the property and any reimbursement therefore shall belong to the seller upon any reimbursement from the state.

Upon issuance of an "NFR" letter by the state, seller's responsibility for the environmental condition of the property shall terminate, and buyer shall indemnify and hold seller harmless from any claim, demand, cause or action relating to the environmental condition of the property.

6. This Rider, and the printed Contract may be executed in counterparts. The Contract and this Rider shall be binding upon the respective parties when the executed counterpart is transmitted to the opposing party or their attorney. Facsimile transmissions of original signatures shall serve as authentic and binding signatures of the parties.
7. Seller's deed shall be subject to existing leases and tenancies.

Buyer

Wholesale Oil Company
By: Alan Stiglit
Seller President

UNOFFICIAL COPY

EXHIBIT "A"

- A. Buyer: Mike Scali or Nominee
- B. Seller: Wholesale Oil Company
- C. Property Address: 4355-59 Belmont Ave., Chicago, IL
- D. Purchase Price: \$950,000.00

The following personal property and trade fixtures are hereby included:

1. Four 3-product gasoline dispensers.
2. One diesel dispenser.
3. Computer for self-serve gasoline equipment.
4. Gas furnace.
5. Air compressor.
6. Canopy
7. All exterior and interior lighting
8. Diesel sign
9. Five underground storage tanks
10. Card reader
11. Vapor recovery system
12. Verifone system for reading credit cards
13. Station I.D. sign and price sign are specifically excluded

Buyer:

Seller:

Michael Scali

UNOFFICIAL COPY

SEP-15-10 11:33

FROM-Levin & Rosen,LTD

8476795592

T-721 P.004/004 F-498

EXHIBIT "A"

- A. Buyer: Mike Scali or Nominee
- B. Seller: Wholesale Oil Company
- C. Property Address: 4355-59 Belmont Ave., Chicago, IL
- D. Purchase Price: \$950,000.00

The following personal property and trade fixtures are hereby included:

1. Four 3 product gasoline dispensers.
2. One diesel dispenser.
3. Computer for self-serve gasoline equipment.
4. Gas furnace.
5. Air compressor.
6. Canopy
7. All exterior and interior lighting
8. Diesel sign
9. Five underground storage tanks
10. Card reader
11. Vapor recovery system
12. Verifone system for reading credit cards
13. Station I.D. sign and price sign are specifically excluded

Buyer:

Seller: Wholesale Oil Company

By: Alex Stiglitz

President