

PREPARED BY:

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VIRAG NANAVATI

237 HIGHLAND ROAD

WILLOWBROOK, IL- 60527



1112929051

Doc#: 1112929051 Fee: \$60.00

Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 05/09/2011 12:52 PM Pg: 1 of 13

CONTRACT TO PURCHASE
2516 W. FLOURNOY UNIT#2
CHICAGO, IL

Property of Cook County Clerk's Office

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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SSN Short Sale FEE AGREEMENT Addendum

+ 41500

This agreement is made between Short Sale Negotiators, Inc., ("Processor") and MOLLA ANAM ("Seller(s)") and _____ ("Buyer(s)") Entered into this _____ day of _____, 2010, is based upon the mutual promises, undertaking and considerations recited herein in connection with the sale of the following property: 2916 W. FLOWANOV #2 CHICAGO IL 60612 ("Property").

All Parties acknowledges, verifies and agrees by initialing and signing below, to ALL of the following:

- mla The Seller of the Property had an original mortgage payoff on the Property that was significantly more than the final sales price or contract offers from Buyer.
- mla Processor is negotiating with Seller's mortgage company(s) on behalf of Seller(s) and Buyer(s) in order for said mortgage company(s) to accept Buyer's offer, which offer is lower than Seller's mortgage payoff amount(s).
- mla Because of Processor's negotiation with Seller's mortgage company(s), Buyer(s) has/have the opportunity to purchase Property at or below market value and the terms of the Buyer's offer, including sales price, would not be possible without Processor's administrative work and negotiation on behalf of Seller(s) and Buyer(s).
- mla Processor is negotiating a short sale or discounted mortgage payoff, on behalf of Seller(s) and Buyer(s) of the Property offered for sale. Processor, Seller(s) and Buyer(s) have agreed and acknowledged that this sale is to be conducted by including a ("Buyer Discount Fee") of 3% (three percent) of the contract sales price, to be paid to Processor. The actual contract sales price shall be in the amount of \$ 159,000 as reflected in the purchase and sales agreement. Processor will negotiate a Seller Credit equal to the Buyer(s) Discount Fee in the amount of \$ ~~0.00~~ 4500 (3% of the contract sales price). The Buyer(s) will then pay the Processor \$ ~~0.00~~ 4500 (3% of the contract sales price) as an additional settlement charge to be included on the HUD-1 Settlement Statement to be paid to Processor at the time of closing.
- mla In the event that the Processor is unsuccessful in negotiating a short sale, discounted mortgage pay off, to facilitate the transaction for the contract sales price, or unable to get the short sale lender to approve a buyer credit for the amount stated in section 4 of this agreement, the Buyer(s) has/have no contractual obligation to the Processor.
- mla Buyer(s) agrees/agree to hold Processor, Seller(s) and any and all real estate agent(s) involved in the purchase of the property harmless and keep them exonerated from all loss, damage, liability for expense occasioned or claimed by reason of acts or neglects of the Processor or employees paid by Processor for the purpose of negotiating a short sale or discounted mortgage pay off on the subject Property.

Molla Anam
Seller(s)

11-9-2010
Date

Buyer(s)

Date

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CHICAGO ASSOCIATION OF REALTORS/MLS
RESIDENTIAL REAL ESTATE SALE CONTRACT
(Single family homes/office simple townhomes)

Handwritten initials



1 This Contract is made between VIPARE NANAVATI (Buyer) and OWNER of 8800 (Seller)
 2 (collectively, "Parties"), to convey the real property known as 8515 West Florentino ("Property"), together with all
 3 Unit 2 (Address) (City) CHICAGO (ST) IL (Zip)
 4 improvements. A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is Oct 19, 2011
 5
 6 1. **Fixtures and Personal Property.** In addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical, and plumbing systems,
 7 together with the following checked items:
 8 T.V. Antenna Washer Central air conditioner Water softener 800 Mail to wall carpeting
 9 Refrigerator Dish Window air conditioner Propane gas log Existing stairs & screen
 10 Oven/Range Attached back cases and cabinets Electronic air filter Firewood Radiator covers
 11 Microwave Smoke and carbon monoxide detectors Central humidifier Lighting fixtures All planted vegetation
 12 Dishwasher Garbage disposal Fireplace screen and equipment Sump pump Trash compactor
 13 Outdoor shed Built-in or attached shelving Home warranty (as attached) Security system Window treatments
 14 Ceiling fan Electronic garage door(s) with remote unit(s)
 15 Seller also transfers the following: _____ The following items are specifically included: _____
 16 2. **Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$ 150,000.00 ("Purchase Price").
 17 3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with _____ ("Escrowee"), initial earnest money in the
 18 amount of \$ 2,000 in the form of CASH ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this
 19 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before 11-01-2011. The Initial Earnest Money shall be increased to 10% of the
 20 Purchase Price ("Final Earnest Money") within 10 business days after the expiration of the Attorney Approval Period (See Paragraph 12 of this Contract) (the Initial
 21 and Final Earnest Money are collectively referred to as the "Earnest Money"). Buyer and Seller shall execute all mutually agreed and necessary documents with regard to
 22 the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.
 23 4. **Payment of Balance; Mortgage Contingency.** (a) In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus
 24 prorations, by cash, cashier's check, certified check, wire transfer of funds, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon Buyer
 25 securing by 1-1-2011 ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage permitted
 26 to be made by a U.S. or Illinois savings and loan association or bank for \$ 130,000 at an interest rate (or initial interest rate if an adjustable rate mortgage) not to
 27 exceed 5 % per year, amortized over 30 years, payable monthly loan fee not to exceed 1 %, plus appraisal and credit report fee, if any ("Required Mortgage"). If
 28 the Required Mortgage has a balloon payment, it shall be due no later than 10 years. Buyer shall pay for private mortgage insurance as required by the lending
 29 institution. If a FHA or VA mortgage is to be obtained, Rider A, Rider B, or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required
 30 Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before this Date. Seller may, within 30 business days after the First Commitment
 31 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
 32 Commitment may be given by Seller or a third party. Buyer shall furnish all requested or dit information, sign customary documents relating to the application and securing
 33 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
 34 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
 35 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
 36 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
 37 Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
 38 5. **Deed.** At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable Warranty Deed with release of homestead
 39 rights for other appropriate deed if title is in trust or in an estate, or Articles of Agreement, if applicable, subject only to the following, if any: covenants, conditions, and
 40 restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed;
 41 unconfirmed special, governmental taxes or assessments; general real estate taxes for the year 2000 and subsequent years; the mortgage or trust deed referred to in
 42 Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable.
 43 6. **Real Estate Taxes.** Seller represents that for 2000 general real estate taxes are \$ 1,200 ("General Real Estate Taxes"). General real estate taxes shall be prorated as mutually
 44 agreed by the Parties prior to the expiration of the Attorney Approval Period. (The following, for Fee Simple Townhomes, should be stricken if not applicable.) Seller
 45 represents that as of the Acceptance Date, the regular monthly assessment pertaining to this unit is \$ 0; a special assessment has been levied (strike one) been levied.
 46 The original amount of the special assessment pertaining to this unit was \$ 0 and the remaining amount due at closing will be \$ 0 and shall not
 47 (strike one) 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
 48 information may change, and these fees may increase, prior to the closing date; and (iii) Seller is under no obligation to notify Buyer of any changes to this information, and,
 49 should changes occur, this Contract shall remain in full force and effect. Seller shall furnish Buyer a statement from the proper governmental authority certifying that Seller is
 50 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
 51 for the transfer of ownership. Seller shall deliver to Buyer the bylaws, rules and regulations, and the prior and current year's operating budgets within _____ business days
 52 of the Acceptance Date. Seller agrees to pay any applicable processing/transferring fees as required by the Association, and Buyer agrees to pay the credit report
 53 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
 54 returned to Buyer, but Seller shall pay the commission pursuant to Paragraph V of the General Provisions of this Contract.
 55 7. **Closing.** Closing or escrow payout shall be on 1-15-2011 (except as provided in Paragraph 4(b) of this Contract), provided title has been shown to be good
 56 or is accepted by Buyer, at a time and location mutually agreed upon by the Parties.
 57 8. **Possession.** (a) Seller agrees to surrender possession of the Property on or before at closing ("Possession Date"), provided the transaction has closed.
 58 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$ 100 per day for use and occupancy commencing the first day after
 59 closing up to and including the Possession Date or on a monthly basis, whichever period is shorter ("Use/Occupancy Payments"). Buyer shall refund any part of
 60 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
 61 firm of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to the Use/Occupancy Payments, the sum of 10% of
 62 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 to the date
 63 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
 64 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
 65 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
 66 filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including reasonable attorney's fees, related to
 67 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
 68 attorney's fees, costs, and expenses.

Handwritten initials



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69 3. Disclosures. Buyer has received the Residential Real Property Disclosure Report, the Equal Housing Disclosure, the Lead Paint Disclosure, and the
 70 Zoning Certification, Yes/No No.
 71 10. Dual Agency. The Parties consent to _____ ("Licensee") to act as Dual Agent in providing brokerage services on their behalf and specifically
 72 consent to Licensee acting as Dual Agent on the transaction covered by this Contract. _____ Seller(s) Initials _____ Buyer(s) Initials
 73 11. Attorney Modification. Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make
 74 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to the
 75 Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time thereafter, either Party may
 76 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 refunded to Buyer upon joint
 77 written direction of the Parties to Escrowee. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY**
 78 **APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 79 12. Inspection. In addition to the inspection provided in Paragraph 8 of the General Provisions of this Contract, within 10 business days after the Acceptance Date
 80 ("Inspection Period"), Buyer may provide at its expense (unless otherwise provided by law) a home, radon, environmental, lead-based paint and/or lead-based paint
 81 hazards (unless separately waived), wind infiltration, and/or mold inspection(s) of the Property ("Inspections") by one or more property licensed or certified inspector
 82 personnel ("Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing, well,
 83 and electric systems, roofs, walls, windows, ceilings, floors, appliances, and handrails. A major component shall be deemed to be in operating condition if it performs the
 84 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
 85 the Property or personal injury caused by Buyer or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing
 86 ("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
 87 Inspections report. Buyer agrees that minor repairs and maintenance existing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
 88 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.
 89 In the event of such notice, this Contract shall be null and void and the Earnest Money shall be refunded to Buyer upon joint written direction of the Parties to Escrowee. **IN**
 90 **THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL**
 91 **PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 92 13. General Provisions and Riders. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND THE
 93 RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT. Disclosures Attached
 94 This contract is subject to Buyer's approval of Condominium bylaws.

ACCEPTANCE DATE _____ 2011

95 Buyer Signature: *[Signature]*

96 Buyer Signature: _____

97 VIRAJ NANMATI

98 Print Buyer(s) Name(s) Social Security # _____

99 237 Highland Rd Willowbrook

100 Address City State Zip _____

101 630-455-0444

102 Phone #(s) Email _____

103 FOR INFORMATIONAL PURPOSES:

104 CHANDRAN M. PATEL 15858

105 Selling Office and Agent MLS# Email _____

106 4074.5 Archer Ave CH 60632

107 Address City State Zip _____

108 73-376-0210 (773) 847-0265

109 Phone # _____

110 Buyer's Attorney Email _____

111 Address City State Zip _____

112 Phone # Fax # _____

113 Mortgage Company Fax # _____

Seller Signature: *[Signature]*

Seller Signature: _____

MOLLA M.K. ANAM 138-58-5943

Print Seller(s) Name(s) Social Security # _____

1637 Armitage Circle Naperville, IL-60540

Address City State Zip _____

630-420-1888 anamea@msn-com

Phone #(s) Email _____

Smart Property/Alice Jordan

Listing Office and Agent MLS# Email _____

1900 W Chicago IL 60622

Address City State Zip _____

Phone # Fax # _____

Seller's Attorney Email _____

Address City State Zip _____

Phone # Fax # _____

Loan Officer Fax # _____

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115 GENERAL PROVISIONS

116 A. **Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If the Property is improved, but the
117 last available tax bill is on vacant land, the Parties shall prorate taxes when the bill on improved property is available. Security deposits, if any, shall be paid to Buyer at
118 closing.

119 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
120 Contract.

121 C. **Title.** At least five days prior to the closing date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering
122 a 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 no
123 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
124 Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title
125 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
126 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
127 exceptions removed at closing by using the proceeds of the sale.

128 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
129 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
130 by personal delivery or commercial delivery service, by mailogram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with
131 proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating,
132 and finalizing this Contract. E-mail notices shall be deemed valid and received by the recipient when delivered by e-mail and opened by the recipient, provided that a
133 copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

134 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
135 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
136 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
137 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
138 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
139 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
140 within 30 days after the date of the notice, then Escrowee shall proceed to dispose the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects
141 to the intended disposition within the notice period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer
142 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
143 nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader
144 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
145 arising out of these claims and demands.

146 F. **Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property
147 are in working order and will be so at the time of closing and at the time of closing. Buyer shall have the right to inspect the
148 Property during the 48-hour period immediately prior to closing to verify that they are in working order and that the Property is in substantially the same condition.
149 normal wear and tear excepted, as of the Acceptance Date.

150 G. **Insulation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as
151 provided by the Federal Trade Commission, and Rider 13 is attached.

152 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
153 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
154 before closing, Seller shall promptly notify Buyer of the Notice.

155 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
156 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
157 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,
158 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
159 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.

160 J. **Survey.** Prior to closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of closing,
161 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
162 expense.

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

165 L. **Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

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

168 N. **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
169 declaration 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 most other
170 requirements 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
171 the person designated in that ordinance.

172 O. **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
173 of Sale to Buyer.

174 P. **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,
175 subject to Paragraph B 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
176 portion of the total cost related to this violation that is below \$200,000.

177 Q. **Time.** Time is of the essence for purposes of this Contract.

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

179 S. **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.

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

182 U. **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
183 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,
184 nation or transaction 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
185 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
186 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses
187 (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representation and warranty.

188 V. **Brokers.** The Real Estate Brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any other of
189 compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

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Received Time Sep. 27. 12:59 PM
No. 2023 P. 1



Illinois Association of REALTORS®

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DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can usually be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (initial)
- (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
- (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgment (initial IF APPLICABLE)

ay AG Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller	<u>MELLA M. K. ANAN</u>	Date	_____
Seller	_____	Date	_____
Purchaser	<u><i>[Signature]</i></u>	Date	_____
Purchaser	<u>VIRAG NANAWATI</u>	Date	_____
Agent	<u><i>[Signature]</i></u>	Date	_____
Agent	_____	Date	_____
Property Address	<u>2516 W. Flornoy, #2</u>	City, State, Zip Code	<u>Chicago, IL 60612</u>

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Oct. 17. 2010 3:15PM rentsma
Sep. 25. 2010 7:20PM rentsma

No. 2023 P. 2
Received Time Sep 27 12:59PM



CHICAGO ASSOCIATION OF REALTORS®



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial) (All Sellers should initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial) (All Purchaser should initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial) (Seller's Designated Agent)

OK (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller *North An Johnson* Date 9/27/10 Seller _____ Date _____
 Purchaser *Virag Nana* Date 10/18/10 Purchaser VIRAG NANAVATI Date _____
 Agent *Alvin Johnson* Date 9/3 Agent _____ Date _____
 Location of Property 2516 W. Floomy, #2 City Chicago State IL Zip Code 60612

Keep a fully executed copy of this document for three (3) years from the date hereof.
This Disclosure Form should be attached to the Real Estate Sale Contract.

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No. 2029 P. 3
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**MOLD DISCLOSURE
(Buyer and Seller)**



Printed Name(s) of Seller(s): Molla Anam

Printed Name(s) of Buyer(s): _____

Property Address: 2516 W Flournoy, Chicago, IL 60612

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
 - A. The Property described above _____ has _____ has not been previously tested for molds.
(If the answer for 1.A. is "has not", then skip 1.B and 1.C and go to Section 2.)
 - B. The molds found _____ were _____ were not identified as toxic molds;
 - C. With regard to any molds that were found, measures _____ were _____ were not taken to remove those molds.

2. **Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Conditions") may exist in the Property of which the Seller is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or it's agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.

3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agents involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold _____ (print name of Broker(s) and Designated Agent(s)) harmless in the event any Mold Conditions are present on the Property.

4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

V. Rathi 10/18/10
Buyer Date

Molla Anam 9/27/10
Seller Date

VIRAG NANAVALI 10/18/10
Buyer Date

Seller Date

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No. 2023 P. 4

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Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 2516 W Floumay
City, State & Zip Code: Chicago, IL 60612
Seller's Name: Maria Adams

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 20 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party to this transaction.

In this form, "material defect" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impact the health or safety of human occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or seeping leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain and that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bolters). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceiling or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, pump/pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, and gas/water pipes or lead in the soil on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: _____

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Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: [Signature] Date: 09/27/10
Seller: _____ Date: _____

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 10/19/10 Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

100 Revised 08/07

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RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

No. 2023 P. 6

ARTICLE 2: DISCLOSURES

765 ILCS 7715 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units, units in residential cooperatives, or condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by court or domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statements required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated conditions, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: (form on reverse side)

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

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Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or
- 3) depositing the report with another individual...

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No. 1844 P. 12

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

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David D. Orr

Clerk of Cook County

COUNTY OF COOK MAP DEPARTMENT

Date: 05-09-2011

THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:

16 - 13 - 402 - 062 - 1002

BEARS THE FOLLOWING LEGAL DESCRIPTION:

UNIT 2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2516 W. FLOURNOY CONDOMINIUM AS DELINIATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0706115050, IN THE SOUTHEAST QUARTER OF SECTION 13 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

[Handwritten Signature]

Supervisor of Maps and Plats

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