



Doc#: 1124418054 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/01/2011 04:24 PM Pg: 1 of 4

**NOTICE OF CONTRACT FOR SALE AND PURCHASE**

This **NOTICE OF CONTRACT FOR SALE AND PURCHASE** (the "Notice") is made, executed and delivered as of the 30<sup>th</sup> day of August, 2011, by and between

**Seller** and **Buyer**  
Kelly-Mitchell Properties, LLC Shaw Investment Properties, LLC

The Seller and Buyer hereby give notice that a Sales and Purchase contract dated June 20, 2011, 2011 exists between the parties for the following real property ("Property"):

All that certain lot or parcel of land situate in the County of Cook, State of Illinois, and being more particularly described as follows:

Legal Description:

**LOT 24 IN BLOCK 9 IN CARTER'S RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 AND LOTS 2,4 AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLOFFORD'S ADDITION TO CHICAGO IN THE SOUTHWEST % OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 16-01-312-007-0012**

Commonly known as: 1021 N. Mozart, Chicago, IL 60622

This Contract may be executed anytime before the 31st day of October, 2011.

**Purchase and Sale Contract may be terminated and this Notice released and satisfied of record by execution and recording of a Release of Option Contract signed only by the Buyer.**

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**REPRESENTATIONS AND WARRANTIES:** To induce the BUYER to enter into this Agreement, the SELLER makes the following representations, warranties, and covenants.

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

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

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

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

E. The SELLER is not subject to any commitment, obligation, or agreement, including but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the SELLER from completing the sale of the Property as contemplated by this Agreement.

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

G. SELLER understands that this transaction is a short sale and is contingent upon acceptance of short pay offers to current lien holders acceptable to Buyer and that the SELLER will receive **No funds at closing**.

H. SELLER hereby grants the Buyer and or their representatives all of the necessary rights to list for sale, market, negotiate and enter into a

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# UNOFFICIAL COPY

contract to lease or sell the property immediately to a third party for a profit. All documentation in connection with the foregoing will be made available at the request of all Lenders, Sellers, and Buyers involved in the transaction.

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

As to Seller:

As to Buyer:

KELLY-MITCHELL PROPERTIES, LLC

SHAW INVESTMENT PROPERTIES LLC

By:

By:

  
Thomas Mitchell, Manager

  
Deborah Garrison, Manager

Acknowledgement as to Seller

State of Illinois  
County of Cook

ss:

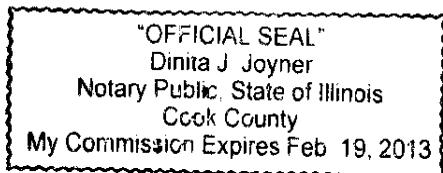
Before me, a Notary Public in and for said County, personally appeared the above named

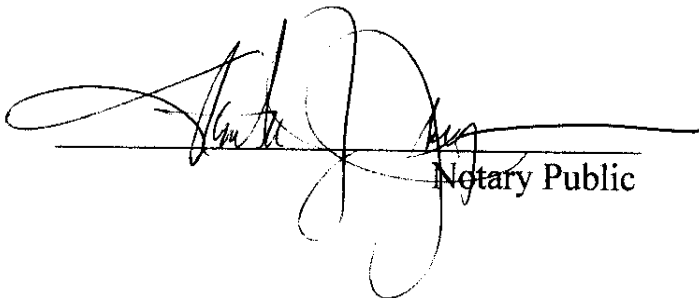
Thomas Mitchell who acknowledged and declared that she did sign and seal the foregoing instrument and that the same is her free act and deed.

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

1 September, 2011.

(Seal)



  
Notary Public

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## Acknowledgement as to Buyer

**State of Missouri**

**County of St. Louis**

**ss:**

Before me, a Notary Public in and for said County, personally appeared the above named

Deborah Garrison who acknowledged and declared that she did sign and seal the foregoing instrument and that the same is (his) (her) (their) free act and deed.

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

August 30, 2011.

(Seal)

*Janice D. Gaither*

Notary Public

