

# UNOFFICIAL COPY

Recording requested by  
and when recorded return to:



Slobodan M. Pavlovich  
Pavlovich Law, L.L.C.  
2900 W. Irving Park  
Suite 1  
Chicago, Illinois 60618

Doc#: 1229016046 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/16/2012 12:05 PM Pg: 1 of 14

Property of Cook County Clerk's Office

## MEMORANDUM OF CONTRACT RECORDING

THIS MEMORANDUM OF CONTRACT RECORDING ("Memorandum") serves as notice that a Real Estate Sale Contract (the "Contract"), attached as Exhibit B hereto, was entered into on October 2, 2012 by and between William R. Rogers (the "Seller") and SwiftNap Corporation (the "Purchaser"), for the sale and purchase of the real estate commonly known as 11640 S. Yale St, Chicago, Illinois 60628 (the "Property"), and legally described on Exhibit "A" attached hereto and made a part hereof and Purchaser hereby claims an interest in .

IN WITNESS WHEREOF, Purchaser has executed this Memorandum this 16th day of October, 2012.

Purchaser:

SwiftNap Corporation, a  
California corporation:

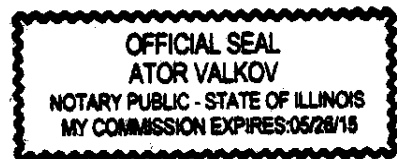
By: *Jamie Oreb*  
Its: President

STATE OF ILLINOIS    )  
                                  )        SS  
COUNTY OF COOK     )

I, Ator Valkov, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jamie Oreb, as President, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of October 2012

*Ator Valkov*  
Notary Public



<http://internal.pavlovichlaw.com/Share/1RE - SMP/Memorandum of Contract Recording SwiftNap.doc>

*AR*  
REC'D

RECEIVED IN BAD CONDITION

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## EXHIBIT "A" LEGAL DESCRIPTION

LOT 17 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 3 IN DANIEL J. FALLIS ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRP PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

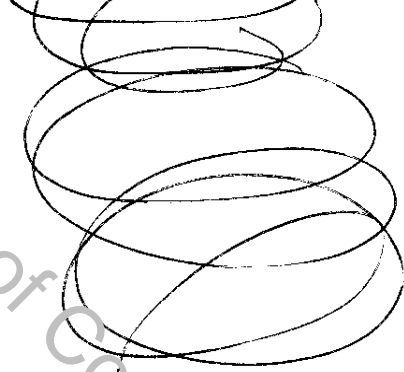
**PIN: 25-21-410-030-0000**

**Address: 11640 S. Yale Street, Chicago, Illinois 60628**

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## EXHIBIT "B" CONTRACT

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## MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1. THE PARTIES: This contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

Buyer: **SwiftNap Corporation**

Seller: **Owner of Record**

2) This Agency applies, unless the Optional Paragraph 3:

2. THE REAL ESTATE: This contract is made for the purchase and sale of the following described real estate:

35 X 125  
11640 S Yale St Avenue Chicago IL 60628  
Cook 25214100300000

3. The only valid Township Ordinance is included

4. FURNITURE AND PERSONAL PROPERTY:

5. Seller's interest in the property is:

6. Other items included:

7. Items NOT included:

8. Escrow: I shall  shall not be included as a term of this contract.

9. PURCHASE PRICE: \$17,000

\$2,000

upon acceptance

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THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON OCTOBER 10, 2012 AT 12:00 PM.

1. **WARRANTY** The Seller warrants that the Seller is the legal owner of the property described herein and has the right to sell the same.

2. **ASSIGNMENT** The Seller assigns to the Buyer all of the Seller's rights and interests in the property described herein.

3. **STATEMENT OF DISCLOSURES** The Seller discloses that the property described herein is subject to a mortgage lien in favor of the lender named herein.

4. **PROVISIONS** The Seller agrees to pay all taxes and assessments levied on the property described herein.

5. **ENTIRE AGREEMENT** This instrument constitutes the entire agreement between the parties and supersedes all other agreements.

6. **ATTORNEY REVIEW** The Buyer acknowledges that they have had an opportunity to consult with an attorney.

*jm*

**2011 TAXES ARE PAID. BUYER TO PAY 2012 REAL ESTATE TAXES**

*WR*

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## 13. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES

13.1 The Seller shall be responsible for obtaining a professional inspection of the Property by a licensed professional inspector of the State of Illinois, to be completed within a reasonable time prior to the closing of the Property. The Seller shall provide a copy of the inspection report to the Buyer. The Buyer shall not be responsible for any inspection of the Property. The fact that a Buyer obtains a professional inspection of the Property shall not constitute an admission of any defect or defectiveness for purposes of this paragraph. The Seller shall not be responsible for any inspection of the Property. The fact that a Buyer obtains a professional inspection of the Property shall not constitute an admission of any defect or defectiveness for purposes of this paragraph. The Seller shall not be responsible for any inspection of the Property. The fact that a Buyer obtains a professional inspection of the Property shall not constitute an admission of any defect or defectiveness for purposes of this paragraph.

## 14. MORTGAGE CONTINGENCY

14.1 This contract is contingent upon the Buyer obtaining a mortgage loan from a lender acceptable to the Buyer. The Buyer shall provide a copy of the mortgage commitment to the Seller. The Seller shall not be responsible for any mortgage contingency. The fact that a Buyer obtains a mortgage commitment shall not constitute an admission of any defect or defectiveness for purposes of this paragraph. The Seller shall not be responsible for any mortgage contingency. The fact that a Buyer obtains a mortgage commitment shall not constitute an admission of any defect or defectiveness for purposes of this paragraph.

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1. The Seller warrants that the property is free of all liens, encumbrances, taxes, and assessments, except as otherwise stated in this Contract. The Seller shall provide a copy of the title insurance policy to the Buyer upon request.

### 12. HOME OWNER INSURANCE

12.1 The Seller shall provide a copy of the Home Owner Insurance policy to the Buyer upon request. If the Buyer is unable to obtain evidence of ownership and services, the Buyer shall, within the time specified, provide proof of same to Seller within the time specified. This Contract shall be null and void if Seller is not served within the time specified. Buyer shall be deemed to have waived this requirement and this Contract shall remain in full force and effect.


### 13. FLOOD INSURANCE

13.1 The Seller shall provide a copy of the Flood Insurance policy to the Buyer upon request. If the Buyer is unable to obtain evidence of ownership and services, the Buyer shall, within the time specified, provide proof of same to Seller within the time specified. This Contract shall be null and void if Seller is not served within the time specified. Buyer shall be deemed to have waived this requirement and this Contract shall remain in full force and effect.

### 14. HOMEOWNERS COMMON INTEREST ASSOCIATIONS

14.1 The Seller warrants that the property is not subject to any Homeowners Common Interest Association. If the property is subject to such an association, the Seller shall provide a copy of the association's rules and regulations to the Buyer upon request.

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13 THE DEAD... 14 TITLE... 15 AT PLACE OF SURVEY... 16 ESCRON CLOSING... 17 DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING

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Jm

SURVEY IS DATED JULY 14, 2009.

MR

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Faint, illegible text at the top of the page, likely the beginning of a legal document.

**27. REAL ESTATE TAX ESCROW**

Faint text describing the Real Estate Tax Escrow clause.

**28. SELLER REPRESENTATIONS**

Faint text describing the Seller Representations clause.

Faint text with checkboxes, possibly related to the Seller Representations clause.

Faint text describing a clause regarding Special Assessments and Special Service Areas.

**29. CONDITION OF REAL ESTATE AND INSPECTION**

Faint text describing the Condition of Real Estate and Inspection clause.

*[Signature]*  
11640 S Yale St

*[Signature]*  
Chicago IL 60628

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23 MUNICIPAL ORDINANCE TRANSFER TAX AND GOVERNMENTAL COMPLIANCE

24 BUSINESS DAYSHOURS

25 FACSIMILE OR DIGITAL SIGNATURES

26 DEPLETION DEBROWSE

27 NOTICE

28 REPRESENTATIVE

11847 S Yale St

Chicago

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IN THE EVENT THE BUYER DEFAULTS, THE EARNEST MONEY SHALL BE FORFEITED TO THE SELLER AS ITS SOLE REMEDY AT LAW OR IN EQUITY. IN THE EVENT THE SELLER DEFAULTS, THE EARNEST MONEY SHALL BE RETURNED TO THE BUYER, AS ITS SOLE REMEDY AT LAW OR IN EQUITY.

Handwritten initials: SW, RDA

Handwritten initials: WK

Handwritten initials: NK

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29 CHOICE OF LAW-GOOD FAITH

30 OTHER PROVISIONS

OPTIONAL PROVISIONS Applicable Only if Indicated by an Initial

31 SALE OF BUYER'S REAL ESTATE

32 REPRESENTATIONS ABOUT BUYER'S REAL ESTATE

33 CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE

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Buyer has not closed the sale of Buyer's real estate as stated before the close of business on the next Business Day after the date set forth in the preceding sentence. This Contract shall be null and void and if Notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived all contingencies mentioned in this Paragraph (33) and this Contract shall remain in full force and effect.

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Chicago IL

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11. If Buyer fails to comply with the provisions of Paragraph 10, Seller shall be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of notice of Seller's acceptance of the offer. If Buyer fails to comply with Paragraph 10, this contract shall be null and void as of the date of notice of Seller's acceptance of the offer. If Buyer fails to comply with Paragraph 10, this contract shall be null and void as of the date of notice of Seller's acceptance of the offer.

### 10. SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE

10.1. Seller reserves the right to continue to offer real estate for sale, including the property described in this contract, until the expiration of the term of this contract. Seller's offer of real estate for sale shall not be deemed to be an offer of real estate for sale if the offer is made in compliance with the provisions of this paragraph.

10.2. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.3. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.4. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.5. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.6. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.7. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.8. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

10.9. If Seller offers real estate for sale, including the property described in this contract, during the term of this contract, Seller shall not be deemed to have accepted the offer of Buyer and the contract shall be null and void as of the date of Seller's offer of real estate for sale.

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1. Interest should not be served until after Attorney General and Professional Inspection provisions of this contract have expired, been satisfied or waived.

33. CREDIT AT CLOSING: Borrower shall deposit with Lender at closing the amount of the cash requirement as the lender permits, but not less than the amount of the cash requirement.

34. INTEREST BEARING ACCOUNT: Borrower shall maintain a checking account with Lender for the purpose of paying the interest on the loan. The account shall be established in the name of the borrower and shall be used for the payment of interest on the loan. Borrower shall be responsible for the addition of funds to the account to exceed \$1000.00 charge for setting up the account.

35. VA OR FHA FINANCING: If the loan is financed by the VA or FHA, the applicable Uniformed Services University of the Health Sciences (VA) or Federal Housing Administration (FHA) loan documents shall be attached to this Contract.

36. DEFAULT FINANCING: If the loan is financed by a private lender, the applicable financing documents and notes to be set within the term specified in this Contract shall be attached to this Contract. If the loan is not set within the time specified, this Contract shall be deemed voided by the parties and this Contract shall terminate full time and effect.

37. WELL AND/OR SEPTIC SANITARY INSPECTIONS: Borrower shall obtain a well and/or septic sanitary inspection of the property prior to closing. The inspection shall be conducted by a licensed professional and the report shall be provided to the lender. The cost of the inspection shall be the responsibility of the borrower.

38. WOOD DESTROYING INSESTATION: Borrower shall obtain a wood destroying insect inspection of the property prior to closing. The inspection shall be conducted by a licensed professional and the report shall be provided to the lender. The cost of the inspection shall be the responsibility of the borrower.

*[Handwritten Signature]*  
11643 S Yale St Chicago IL 60628

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### 19. POST-CLOSING POSSESSION

The Seller shall remain in possession of the Property until the closing of the transaction. The Seller shall be responsible for all taxes, assessments, and other charges levied against the Property during the period of possession. The Seller shall also be responsible for all utility bills and other charges incurred during the period of possession. The Seller shall vacate the Property at the closing of the transaction and shall deliver the Property to the Buyer in the condition in which it was received, except for normal wear and tear. The Seller shall be responsible for all repairs and maintenance to the Property during the period of possession. The Seller shall also be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession.

### 20. BASIS CONTRACT

The Seller warrants that the Property is being sold on an "AS IS" basis. The Seller makes no representation or warranty as to the condition of the Property, and the Buyer accepts the Property in its present condition. The Seller shall not be responsible for any defects or damage to the Property, whether known or unknown at the time of the sale. The Buyer shall be responsible for all repairs and maintenance to the Property after the closing of the transaction. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession.

### 21. CONFIRMATION OF DISCLOSURE

The Seller hereby certifies that the information provided in the Seller's Disclosure Statement is true and accurate to the best of the Seller's knowledge. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession.

### 22. SELLER'S REPRESENTATIONS

The Seller represents and warrants that the Seller is the legal owner of the Property and has the right to sell the Property. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession.

### 23. MISCELLANEOUS PROVISIONS

The Seller and Buyer agree to the following terms and conditions: The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession. The Seller shall be responsible for all costs of removal of any improvements or fixtures installed on the Property during the period of possession.

2164 S Yale St

Chicago

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*JCS*

*MR*

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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND REFERRED TO THE PARTIES OR THEIR AGENTS

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10/01/12

10/02/12

SwiftNap Corporation

Owner of Record

5757 W Century Blvd, 7th Floor

266 S HENTWOOD DR

Los Angeles CA 90045

MARCO ISLAND, FL 34145

(323) 395 2799

jamie@swiftnap.com

630-726-8100 BILL@WAROCKS.NET

Manage Chicago IL

Ken McBrien

150903

773 330 3911

ken@managechicago.com

Slobodan Pavlovich

WILLIAM B PHILLIPS PHILLIPSWB@AOL.COM

(773) 961 7877

312 634-1104

312 634 1101

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Applicant: [Faint text]

1164 S Yale St

Chicago

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