

# UNOFFICIAL COPY

Feb. 25, 2013 1:05PM SKY HIGH REAL ESTATE INC

1/3-224-8; No. 6633 P. 2/2

Feb. 14, 2013 11:23AM SKY HIGH REAL ESTATE INC

No. 6595 P. 2



## CHICAGO ASSOCIATION OF REALTORS RESIDENTIAL REAL ESTATE PURCHASE AND SALE CONTRACT (single family home/one simple townhome)



Rev. 01/2013

CLAUDIA C. MERGHEI

1. **Contract.** This Residential Real Estate Purchase and Sale Contract ("Contract") is made by and between CLAUDIA C. MERGHEI ("Buyer") and SKY HIGH REAL ESTATE INC ("Seller") (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at 6750 S. EVANS CHICAGO IL 60637 ("Property").  
4  
5 Property P.I.N.#: 2022403031000 Lot # 25,125 Approximate square feet of Property: \_\_\_\_\_

6. **Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures and Personal Property"):

- Refrigerator
- Sump Pump
- Central air conditioning
- Fireplace screen
- Built-in or attached shelves or cabinetry
- Oven/stove top
- Smoke and carbon monoxide detectors
- Window air conditioner and equipment
- Electronic air filter
- Fireplace mantel
- Ceiling fan
- Dishwasher
- Intercom
- Central humidifier
- Filtered
- Radiator cover
- Garage door op
- Security system, hardwired or wireless (with remote)
- Attached gas grill
- All planted vegetation
- Trash compactor
- Baby/child bath
- Lighting fixtures
- Heating stove
- Outdoor play equipment
- Washer
- Attached TV(s)
- Electronic garage door(s) and accessories
- Window treatments
- Dryer
- (1) tub
- Tacked down carpeting
- Fences
- Water softener
- Other miscellaneous equipment
- Other Equipment
- Warranty (as attached)
- Stairs/patios/structured ground

18 Seller also transfers the following: \_\_\_\_\_ The following items are excluded: \_\_\_\_\_

20. **A. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 10,500.00 ("Purchase Price").

22. **4. Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with SKY HIGH REAL ESTATE, INC ("Escrow Agent") initial earnest money in the amount of \$ 1,000.00, in the form of CASH ("Initial Earnest Money"). The Initial Earnest Money shall be paid to and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or before \_\_\_\_\_ 30 \_\_\_\_\_ "Escrow Agent" and the Escrow Agent shall hold the Initial Earnest Money as a deposit for the Purchase Price ("Final Earnest Money") without interest for \_\_\_\_\_ business days after the expiration of the Attorney Approval Period (as established in Paragraph 13 of this Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

30. **6. Mortgage Contingency.** This Contract is contingent upon Buyer securing by \_\_\_\_\_ 30 \_\_\_\_\_ ("Final Commitment Date") a first mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association, bank, or other authorized financial institution, in the amount of \_\_\_\_\_ (Purchase Price) at a \_\_\_\_\_ % (interest) of the Purchase Price, the interest rate to be the \_\_\_\_\_ rate if an adjustable rate mortgage. \_\_\_\_\_ % per year (amortized over \_\_\_\_\_ years, payable monthly, loan fee not to exceed \_\_\_\_\_, plus applicable and credit report fee, \_\_\_\_\_) ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be shorter than \_\_\_\_\_ years. Buyer shall secure the mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Buyer shall obtain the HUD-1 Settlement Statement attached to this Contract. (i) If Buyer is unable to obtain the Required Commitment by the Final Commitment Date, Buyer shall notify Seller in writing on or before that date. Otherwise, Seller may, within 90 business days after the First Commitment Date ("Second Commitment Date"), require the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by \_\_\_\_\_ business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign all necessary documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. If Seller chooses not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (ii) If Buyer notifies Seller on or before the First Commitment Date 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 Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (iii) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

47. **6. Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). If possession is not delivered on or prior to the Closing Date, then Seller shall pay to Buyer at Closing \$ \_\_\_\_\_ per day ("Use/Occupancy Payments") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrow a sum equal to 3% of 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 or Escrower's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of 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 up to and including the date 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 not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrower shall not distribute the Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrower may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrower shall be reimbursed from the Possession Escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrower harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses.

63. **7. Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest Money, plus or minus prorations and escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to \_\_\_\_\_

Buyer Initials: CCM Buyer Signature: \_\_\_\_\_



Seller Initials: \_\_\_\_\_ Seller Signature: \_\_\_\_\_

Doc#: 1312016054 Fee: \$76.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/30/2013 12:59 PM Pg: 1 of 6

# UNOFFICIAL COPY

Feb. 25, 2013 1:06PM SKY HIGH REAL ESTATE INC

113-224-8 No. 6633 P. 3 of 5

Feb. 14, 2013 11:23AM SKY HIGH REAL ESTATE INC

No. 6595 P. 3

03/01 A.O.C.M.

64 ~~03-25~~ 04/3 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and  
65 marketable title prior to Closing.

66 9. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed  
67 ("Deed") with release of homestead rights (or other appropriate deed if this is in trust or in an estate), or Articles of Agreement, if applicable, subject  
68 only to the following: any covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all  
69 special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

70 9. **Real Estate Taxes.** Seller represents that the 20 11 general real estate taxes were \$ 2113.43. General real estate taxes for the  
71 Property are subject to the following exemptions (check one if applicable):  Homestead,  Senior Citizens,  Senior Process. General real  
72 estate taxes shall be prorated based on (i) 1.5 % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in  
73 writing prior to the expiration of the Attorney Approval Period.

74 10. **Escrow Subject to Homeowners Association.** ~~As set forth in this entire Paragraph~~ Seller represents that as of the  
75 Closing Date (as set forth in Paragraph 10 of this Contract), the regular monthly assessment pertaining to this unit is \$ 0.00.  
76 Seller represents that the regular monthly assessment pertaining to this unit was \$ 0.00 and the remaining amount due at Closing will be \$ 0.00.  
77 and Seller shall / shall not be assessed by Buyer. Buyer  
78 acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and  
79 these fees may increase, prior to Closing; and (iii) Seller is under no obligation to notify Buyer of any changes to this information, and should  
80 changes occur, the Contract shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Paragraph 10, Seller  
81 shall disclose to Buyer any new assessment that is actually approved and levied prior to Closing no later than 30 days after Seller is notified of the  
82 new assessment 30 days or any later than the Closing Date. Seller shall furnish Buyer a statement from the proper representative certifying that  
83 Seller is current in payment of assessments, and, if applicable, proof of waiver or cancellation of assessments of first refusal or similar options stipulated  
84 in the bylaws of the Association for the transfer of ownership. Seller shall deliver to Buyer a copy of items stipulated by the Illinois Residential  
85 Property Act (765 ILCS 5/0-0.01) ("ICPA Documents") including but not limited to the Association's bylaws, rules and regulations; and the prior  
86 addendum, Transfer of Ownership Without Days of the Association. In the event the ICPA Documents disclose that the  
87 Property is the violation of state or local laws, regulations, or other restrictions or that the terms and conditions contained within the documents would  
88 unreasonably restrict Buyer's use of the Property or would increase the financial considerations which Buyer might have to extend in connection with  
89 owning the Property, then Buyer may, at its sole discretion, null and void by giving Seller written notice within 30 business days after the receipt of  
90 the ICPA Documents, listing those items which are unacceptable to Buyer, and thereupon all earnest money deposited shall be returned to  
91 Buyer. If written notice is not given within the time specified, Buyer shall be deemed to have waived this contingency, and the Contract shall  
92 remain in full force and effect. Seller agrees to pay any applicable processing fees or transferring fees as required by the Association, and Buyer  
93 agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this Contract  
94 shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall pay the contribution pursuant to Paragraph 9 of the  
95 General Provisions of this Contract.

96 11. **Disclosures.** Buyer has received the following (check one for or no): (a) Illinois Residential Real Property Disclosure Report:  Yes  No; (b)  
97 Heat Disclosure:  Yes  No; (c) Lead Paint Disclosure and Pamphlet:  Yes  No; (d) Radon Disclosure and Pamphlet:  Yes  No; and (e) Zoning  
98 Certification:  Yes  No.

99 12. **Dual Agency.** The Parties confirm that they have previously consented to \_\_\_\_\_ ("Licensee") to act as Dual Agent  
100 in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by this  
101 Contract.  
102 Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

103 13. **Attorney Modification.** Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective  
104 attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's  
105 compensation and fees. Any Proposed Modifications that are not in writing and accepted by the other party shall become terms of this Contract  
106 as if originally set forth in the Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed  
107 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In  
108 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. **IN THE ABSENCE OF DELIVERY OF  
109 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE  
110 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

111 14. **Inspection.** Within 5 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense  
112 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint abatement (unless separately waived), wood  
113 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed and certified inspection personnel (such as an  
114 "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,  
115 plumbing, wall, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A mold inspection shall be deemed to be in  
116 operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer  
117 shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspector, Buyer, or Buyer's Inspector.  
118 Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects  
119 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant inspection report. Buyer  
120 agrees that minor repairs and maintenance costing less than \$200 shall not constitute defects covered by this Paragraph. If the Parties have not  
121 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written  
122 notice to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. **IN THE  
123 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED  
124 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

125 15. **General Provisions, Riders and Addendums.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN  
126 SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES  
127 THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS \_\_\_\_\_ (list Rider  
128 number here) AND ADDENDUM \_\_\_\_\_ (list Addendum number here) ATTACHED TO AND MADE A PART OF  
129 THIS CONTRACT.

(SIGNATURE PAGE FOLLOWS)

Buyer Initials: CCM Seller Initials: \_\_\_\_\_

Buyer Initials: AO Seller Initials: \_\_\_\_\_

# UNOFFICIAL COPY

Feb. 25, 2013 1:06PM SKY HIGH REAL ESTATE INC  
Feb. 14, 2013 11:24AM SKY HIGH REAL ESTATE INC

113-224-81 No. 6633 P. 4-3  
No. 6595 P. 4

180 OFFER DATE: 02-14 2013

ACCEPTANCE DATE: 2-23 2013 (Acceptance Date)

181 BUYER'S INFORMATION:

182 Buyer's Signature: [Signature]  
183 Buyer's Signature: \_\_\_\_\_

184 Buyer's Name(s) (print): CLAUDIA C. MERGHES  
185 Address: 6208 N CLAREMONT # 2  
186 City: CHICAGO State: IL Zip: 60659

187 Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
188 Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
189 Email Address: \_\_\_\_\_

181 The names and addresses set forth below are for informational purposes only and subject to change.

183 BUYER'S BROKER'S INFORMATION:

183 Designated Agent (print): GEORGE CHAMBERLAINSHI  
184 Agent MLS Identification Number: 170256  
185 Brokerage Company Name: SKY HIGH RE. MSA 13267

186 Office Address: 6600 LINCOLN AVE  
187 City: WILLOWWOOD State: IL Zip: 60712  
188 Office Phone: \_\_\_\_\_ Cell Phone: 847-897-7121  
189 Fax: 847-568-1636  
190 Email: GEORGECHAMBERLAINSHI@GMAIL.COM

181 BUYER'S ATTORNEY'S INFORMATION:

186 Attorney Name: Robert J. Ralis  
187 Firm: Law Offices of Robert J. Ralis, P.C.  
188 Office Address: 2411 N. Cicero Ave  
189 City: CHICAGO State: IL Zip: 60641  
190 Office Phone: \_\_\_\_\_ Cell Phone: 773-888-7391  
191 Fax: 773-751-5230  
192 Email: r.j.ralis@att.net

189 BUYER'S LENDER'S INFORMATION:

189 Mortgage Broker's Name: \_\_\_\_\_  
190 Lender: \_\_\_\_\_  
191 Office Address: \_\_\_\_\_  
192 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
193 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
194 Fax: \_\_\_\_\_  
195 Email: \_\_\_\_\_

Buyer Initials: CCM Buyer Initials: \_\_\_\_\_

181 SELLER'S INFORMATION:

182 Seller's Signature: \_\_\_\_\_  
183 Seller's Signature: \_\_\_\_\_

184 Seller's Name(s) (print): [Signature]  
185 Address: \_\_\_\_\_  
186 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

187 Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
188 Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
189 Email Address: \_\_\_\_\_

The names and addresses set forth below are for informational purposes only and subject to change.

183 SELLER'S BROKER'S INFORMATION:

183 Designated Agent (print): CYNTHIA LOVE  
184 Agent MLS Identification Number: 122765  
185 Brokerage Company Name: SKY HIGH MSA

186 Office Address: 6600 N LINCOLN  
187 City: LINCOLNWOOD State: IL Zip: 60712  
188 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
189 Fax: \_\_\_\_\_  
190 Email: \_\_\_\_\_

181 SELLER'S ATTORNEY'S INFORMATION:

186 Attorney Name: to be supplied  
187 Firm: \_\_\_\_\_  
188 Office Address: \_\_\_\_\_  
189 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
190 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
191 Fax: \_\_\_\_\_  
192 Email: \_\_\_\_\_

Seller Initials: M Seller Initials: \_\_\_\_\_

# UNOFFICIAL COPY

Feb. 25, 2013 1:06PM SKY HIGH REAL ESTATE INC

113-224-8 No. 6633 P. 5/4

Feb. 14, 2013 11:24AM SKY HIGH REAL ESTATE INC

No. 6595 P. 5

## 167 GENERAL PROVISIONS

168 A. **Prorations.** Rent, interest on existing mortgages, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall  
169 be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but  
170 the last available tax bill is on a vacant land, Seller shall place in escrow an amount equal to 75% of the Purchase Price and the Parties shall separate taxes within 30  
171 days after the bill on the improved property becomes available.

172 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  
173 Contract.

174 C. **Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of marketable title in the intended manner by delivering  
175 a Commitment for Title Insurance of a title insurance company bearing date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to  
176 no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a  
177 Commitment for Title Insurance due to delay by Buyer's mortgagee in releasing mortgages and holding down title shall not be a default of this Contract. Buyer's  
178 Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title, so long as. If evidence of title includes other exceptions, Seller shall have 30  
179 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of  
180 money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

181 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  
182 Contract. The mailing of notices by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served  
183 by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a national machine with proof of transmission and a copy of the notice  
184 with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes  
185 of executing this Contract and shall be deemed authentic. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by  
186 the recipient, provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

187 E. **Escrow (Not of Escrow Money).** In the event of default by Buyer, the Escrow Money, less escrow and commission of the listing broker, shall be paid to  
188 Seller. In the event of default by Seller, the Escrow Money, at the option of Buyer, shall be returned to Buyer, but such refunding shall not release Seller from the obligations of this  
189 Contract. In the event of any default, Escrow shall give written notice to Seller and Buyer indicating Escrow's intended disposition of the Escrow Money and  
190 request Seller and Buyer to give consent to the Escrow's intended disposition of the Escrow Money within 30 days after the notice. However, Seller and Buyer  
191 acknowledge and agree that if Escrow is a licensed real estate broker, Escrow may not distribute the Escrow Money without the joint written direction of Seller and  
192 Buyer or their authorized agent. If Escrow is not a licensed real estate broker, Seller and Buyer agree that if either Party objects, in writing, to the proposed  
193 disposition of the Escrow Money within 30 days after the date of the notice, then Escrow shall proceed to disburse the Escrow Money as previously advised by  
194 Escrow. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrow is a licensed real estate broker and does not receive the  
195 joint written direction of Seller and Buyer authorizing disposition of the Escrow Money, then the Escrow may deposit the Escrow Money with the Clerk of the  
196 Circuit Court by the filing of an action in the county of its jurisdiction. Escrow may be reimbursed from the Escrow Money for all costs, including reasonable  
197 attorney's fees, related to the filing of the action and the Parties indemnify and hold Escrow harmless from any and all claims and demands, including the  
198 payment of reasonable attorney's fees, costs, and expenses arising out of these claims and demands.

199 F. **Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the  
200 Property are in working order and will be in good condition at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Buyer shall have the right to  
201 inspect the Property during the 48-hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the  
202 Property are in working order and that the Property is in the vicinity the worst condition, normal wear and tear excepted, as of the Acceptance Date.

203 G. **Insulation Standards Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation requirements as  
204 provided by the Federal Trade Commission, and Seller is in compliance.

205 H. **Code Violations.** Seller warrants that no notice from any city, town, or other governmental authority of a dwelling code violation that currently exists on  
206 the Property has been issued and received by Seller or Seller's agent (See VA Inten Notice). If a Code Violation Notice is received after the Acceptance Date and  
207 before Closing, Seller shall promptly notify Buyer of the Notice.

208 I. **Escrow Closing.** At the written request of Seller or Buyer (noted in the delivery of the deed under this Contract, this rule shall be closed through an  
209 escrow with a title insurance company, in accordance with the general provisions of an usual form of deed and escrow agreement then provided and in use by  
210 the title insurance company, with such special provisions furnished by the escrow agent as may be required in connection with this Contract. Upon the execution of an  
211 escrow agreement, payment of Purchase Price and delivery of deed shall be made through the escrow. This Contract and the Escrow Money shall be deposited in the escrow, and  
212 the Escrow shall be made a party to the escrow with regard to execution of deed. The cost of the escrow shall be divided equally between Buyer and Seller.

213 J. **Survey.** At least 5 days prior to Closing, Seller shall provide Buyer with a survey of the improved land prepared dated not more than six months prior to the  
214 date of Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or additional survey, the survey shall be obtained  
215 at Buyer's expense.

216 K. **Assignment of Title ALTA.** Seller agrees to furnish to Buyer an affidavit of this subject to be attached to the deed and to the ALTA form if  
217 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

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

219 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  
220 Procedures Act of 1974, as amended.

221 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  
222 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any other forms required by the state or county or meet  
223 other requirements as established by any local ordinance with respect to a transfer or transaction tax. Any real estate transfer tax imposed by local ordinance shall be  
224 paid by the person designated in these provisions.

225 O. **Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debts and Seller's personal property not conveyed by  
226 bill of sale to Buyer.

227 P. **Subrogation.** Seller agrees to subrogate possession of the Property in the same condition as it is on the Acceptance Date, with normal wear and tear excepted  
228 subject to Paragraph 9 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  
229 portion of the total cost related to that violation that is below \$500.00.

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

231 R. **Number.** Whichever appears within this Contract the singular includes the plural.

232 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.

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

235 U. **Foreign 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  
236 named by Executive Order as the United States Treasury Department as a Specially Designated National and Blocked Person, or other named or blocked person, entity,  
237 nation or territory pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control (OFAC), and that they  
238 are 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  
239 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, costs, liabilities, and expenses  
240 (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representation and warranty.

241 V. **Brokers.** The real estate brokers named in this Contract shall be compensated by accordance with their agreements with their clients and/or any other of  
242 cooperation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

243 W. **Original Executed Contract.** The listing broker shall hold the original fully executed copy of this Contract #10628406\_v1

Seller Initials: CCM Buyer Initials: \_\_\_\_\_ Seller Initials: AD Seller Initials: \_\_\_\_\_

# UNOFFICIAL COPY

## Legal Description

LOT 13 IN BLOCK 2 IN A. S. HAWKE'S SOUTH PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

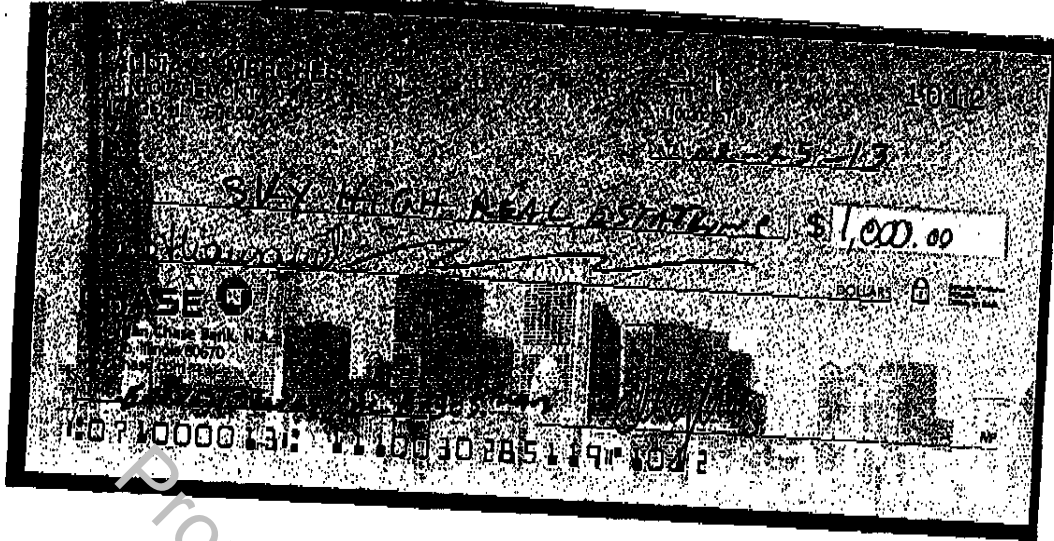
Commonly Known As: 6730 S. Evans, Chicago, IL 60637

Permanent Index No: 20-22-405-031-0000

# UNOFFICIAL COPY

Feb. 25. 2013 1:06PM SKY HIGH REAL ESTATE INC

No. 6633 P. 6



Property of Cook County Clerk's Office