

UNOFFICIAL COPY



Doc#: 1313716063 Fee: \$64.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/17/2013 11:59 AM Pg: 1 of 3

CONSTRUCTION CONTRACT

CONTRACTOR: TVL Construction L.L.C.

PROPERTY OWNER: Gloria Levi

ADDRESS: 7815 S. Seeley, Chicago, IL 60620

PIN: 20-30-317-005-0000

Legal:

LOT 39 IN BLOCK 56 IN WILLIAM H. BRITIGAN'S 79TH STREET SUBDIVISION
OF BLOCK 56 OF THE DEWEY AND VANCE SUBDIVISION OF THE EAST HALF
OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH,
RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY TVL CONSTRUCTION L.L.C.

140 CARRIAGE WAY DR. * BURR RIDGE, IL. 60527

(630) 734-2623 FAX (630) 734-2626 TOLL FREE (800) 240-0361

ESTIMATE OF HOME IMPROVEMENT

General Contractor
Licence # TGC023060

Owner Gloria Levi Home Phone 773 710 0376
 Address 7815 S Seeley Work Phone _____
 City Chicago State Ill Zip Code 60620
 Job Address SASE Date 7-13-2011

All work stated in this Contract assumes that existing mechanical equipment and structures are with in the present State, local and municipal code standards. If updating is required, Buyer shall pay all costs and expenses for same as an additional charge.

Description of Work to be performed by Builder: work to be done as follows
on north wall of hose tuckpoint complete
on south wall remove screen for bath
window. close hole by end of hose
then tuckpoint complete wall from
ground up when all done seal wall
by siding with plastic tarp.
tuckpoint front complete and by 1st step.
All labor & material includes
cleanup after job is done

customer will put 1520 -
Balance 800 x 300 - each
supply and install two white vinyl
double frame windows 28x33 1/2

Materials and Goods \$ 620
 Labor \$ 600
 Total \$ 3020 By _____

TVL CONSTRUCTION L.L.C.

All labor is guaranteed for a period of 1 (one) year.

Owner agrees to pay the sum of \$ 3020 - (Cash Price), as follows;

\$ 1000 - on date of Contract: _____ on _____ and the balance of 520 - on completion, - or -

Owner agrees to pay the sum of \$ _____ to be financed. With \$ _____ on date of Contract and balance \$ _____ at _____ month's for \$ _____ a month.

NOTICE OF CANCELLATION

You, the Owner, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this Contract. See the attached Notice of Cancellation for an explanation of this right.

NOTICE TO OWNER

1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of Contract the you sign. 3. THIS CONTRACT IS SUBJECT TO EACH AND EVERY TERM ON THE REVERSE SIDE (PAGE 2). IMPORTANT WARRANTY AND OTHER INFORMATION ON THE REVERSE SIDE (PAGE 2) OF THIS CONTRACT.

Owner acknowledges receipt of a fully completed copy of this Contract executed by both Owner and Builder. Co-Signer, if any, acknowledges receipt of completed copies of this Contract and explanation of Co-Signor obligation form.

Dated 7.13 2011

TVL CONSTRUCTION L. L. C.

ACCEPTED AND APPROVED

Bud S. S. M

Office of Builder / Cell: 773-600-8251

CASH-FINANCE SALES CONTRACT

Gloria Levi
Owner

Owner

UNOFFICIAL COPY

TERMS OF CONTRACT

1. Seller's Warranty. Seller warrants materials of standard quality and workmanship to be free of major defects in material or workmanship for one (1) year after the date of substantial completion. Seller warrants that all work included or to be included within a reasonable time following receipt within the time period of Buyer's contract work. Seller's warranty shall not be applicable to any of the following: Any expansion or contraction of any material, any weathering or staining of any material, any settling or shifting of any material, any normal wear and tear, and any other conditions that are not the result of defective workmanship. Seller warrants that the Seller's authorized employees and subcontractors shall be experienced in the work to be performed and shall be properly trained and supervised in performing the work. Damage to any property or materials not covered by this contract shall be the responsibility of the party causing such damage. Notwithstanding to whomsoever it may be assigned, the Seller shall determine, in its sole discretion, the manner in which such damage shall be repaired. **THIS CONTRACT IS VOID WHERE CONTRACT PERFORMANCE IS NECESSARY.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FURNISHED. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY OR MATERIALS OF ANY TYPE OR NATURE ARISING OUT OF ANY CONTRACT UNDER THIS CONTRACT.

2. Entire Agreement/Assignment/Consent. The parties intend that this contract, together with all documents incorporated herein by reference, shall constitute the entire agreement of the parties with respect to the work contemplated hereunder. This Contract shall be binding upon the parties to whom it is assigned or to whom the obligations thereunder are assigned, regardless of whether the assignment is made orally or in writing; however, that this Contract may not be assigned to a party without the consent of the other party. The Seller agrees to assign to the Buyer any promissory notes which may now or hereafter be attached to this contract or to be issued to the Buyer in connection with the work contemplated hereunder. The Buyer shall perform all promises herein contained to such assignees as the work hereunder is being assigned. Buyer shall be deemed to have agreed to assign to the Seller any and all rights, powers and privileges of the Seller hereunder and to indemnify and hold the Seller harmless from and against all claims, demands, suits, damages, losses, costs, expenses, attorney's fees and all other claims and obligations of the Seller hereunder. No delay or omission to exercise any right, power or remedy provided by law or equity to enforce this Contract shall constitute a waiver of such right, power or remedy. All waives under this Contract must be in writing.

3. Default. Buyer shall be in default if Buyer shall fail to pay when due any amount payable by Buyer hereunder. In breach of any obligations, representations or warranties made to Buyer or in any other documents in connection with the subject matter of this Contract, or if Buyer has made or furnished to Seller any warranty, representation or statement which is untrue or inaccurate in any material respect when made or furnished. In the event that Buyer defaults prior to commencement of work, Buyer shall pay to Seller, in addition to any damages and not less than the sum of 15% of the Cash Price. In the event that Buyer defaults after commencement of work by Seller, Buyer shall pay to Seller, in addition to any damages and not less than the sum of 25% of the Cash Price. In the event that Buyer defaults after commencement of work by Seller, Buyer shall pay to Seller, in addition to any damages and not less than the sum of 25% of the Cash Price. If Buyer defaults, Seller may pursue all remedies provided by law or equity to enforce this Contract and Buyer shall pay all of Seller's cost and reasonable attorneys' fees. All remedies available to Seller shall be cumulative and not alternative. The Mechanics Lien Act, 720 ILCS 2700/11, governing mechanics liens shall apply to this contract. Buyer shall be bound by any and all notices to Seller that are provided to Buyer by Seller hereunder in accordance with the provisions of this Paragraph. If Buyer has provided to Seller any and all notices to Seller hereunder, Buyer shall be bound by the terms of this Paragraph. If Buyer has provided to Seller any and all notices to Seller hereunder, Buyer shall be bound by the terms of this Paragraph.

4. Buyer as Owner. The Buyer represents and warrants that Buyer is the record title owner of the Property and that Buyer has the right, power, legal capacity, and authority to enter into and perform Buyer's obligations under this contract.

5. Additional Obligations of Buyer. Buyer shall be obligated to locate, identify, all boundary lines, utility lines, easements, and restrictions of record which may affect the work contemplated hereunder. Buyer shall obtain and pay for all necessary or appropriate building permits, zoning variances or other authorizations for the work, labor and services. Seller shall not be liable for delay or inability to perform which is caused by, or results from, Buyer's failure to promptly fulfill Buyer's obligations under this Paragraph. Buyer shall be solely responsible for damage to shrubbery, grass or other landscaping caused by the labor, material or services provided by Seller hereunder.

6. Changes/Additions. Seller's sole obligation under this Contract shall be to provide labor, material or services specifically stated on page 1 of this Contract. Any labor, material, service provided by Seller in addition to or other than specifically stated on page 1 and any other changes requested by Buyer shall be charged to and paid by Buyer. Seller may, in its discretion, make any addition to the work or substitute material of equal or better quality.

7. Utilities/Rubbish. Buyer shall permit, at Buyer's expense, Seller to use Buyer's utilities. Buyer shall remove, at Buyer's expense, all waste, rubbish and debris related to the work performed by Seller. All salvage removed from the Property shall be the sole property of Seller and no compensation of any kind shall be paid to Buyer for such salvage.

8. Seller Not Liable. Seller shall not be liable for delays or damages caused by strikes, material or other shortages, or conditions due to Buyer's conduct or other conditions beyond Seller's control, including but not limited to changes in building code, statutes or ordinances, unusual subsoil conditions, obstructions above or below grades, or facts known to Buyer and not disclosed to Seller.

9. Risk of Loss. Buyer assumes the entire risk of loss of or damage to the Property or the work and materials performed by Seller thereon. Buyer agrees that such loss or damage shall not relieve Buyer from his obligation to reimburse Seller.

10. Enforceability. If any provision of this Contract is judicially or administratively interpreted to be contrary to applicable law, invalid or otherwise unenforceable, such provision shall be inoperative, and the remainder of this Contract shall remain binding upon the parties. The validity, construction and enforceability of this Contract shall be governed by the laws of the State of Illinois. The parties expressly and voluntarily agree that proper venue shall be in Cook County, Illinois. Buyer hereby waives trial by jury in any litigation arising out of the Contract.

11. Buyer. If more than one party shall execute the Contract, the term Buyer shall mean all parties signing this Contract and each of them, and all such parties shall be jointly and severally obligated hereunder.

12. Extra Assurances. At any time on or after the date hereof, Buyer shall perform such acts, execute and deliver such instruments, assignments, endorsements, and other documents, and do all such other things consistent with the terms of this Contract as Seller or a lending institution may require in order to carry out the purpose of this Contract.

13. Binding upon Seller. This Contract shall not be binding upon Seller, until accepted by one of its duly authorized officers.