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Doc#: 1316913037 Fee: \$72.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/18/2013 02:08 PM Pg: 1 of 5

## C E R T I F I C A T I O N

The undersigned, **SCOTT ROSENZWEIG, Manager of ORCHARD STREET PROPERTY GROUP, LLC (ORCHARD, LLC)**, for the purpose of spreading of record certain facts relating to the property commonly known as 3741 West Eastwood Avenue, Chicago, Illinois, and legally described as:

**LOT 8 (EXCEPT THE EAST 16 FEET) AND LOT 9 (EXCEPT THE WEST 5 FEET) IN BLOCK 4 IN ROBERT S. DISNEY'S IRVING PARK SUBDIVISION OF THE WEST 25 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 12 RODS OF THE SOUTH 40 RODS THEREOF), IN COOK COUNTY, ILLINOIS. (PROPERTY),**

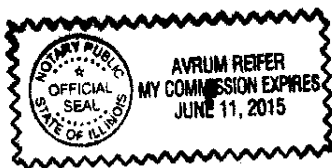
**PERMANENT TAX INDEX NO.: 13-14-117-025**

certifies to the accuracy of the following:

- 1- That **ORCHARD, LLC** entered into a Real Estate Contract signed by **JOSE VERA-LEMA** dated 12-15-12 for the purchase by **ORCHARD, LLC** of the **PROPERTY**, a true and correct copy of which Contract is attached hereto.

**ORCHARD STREET PROPERTY GROUP, LLC**

BY:   
**SCOTT ROSENZWEIG, Manager**



SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 17 DAY OF JUNE, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

PREPARED BY AND MAIL TO:  
Avrum Reifer, Ltd.  
3016 West Sherwin Avenue  
Chicago, Illinois 60645

REAL ESTATE CONTRACT
FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION
AND THE SOUTH SUBURBAN BAR ASSOCIATION



EXCEPTING HANDWRITTEN, UNDERLINED, OR BOLD ITALIC PROVISIONS, BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NO ALTERATIONS HAVE BEEN MADE TO THIS CONTRACT FORM AS PUBLISHED BY THE BAR ASSOCIATIONS ABOVE.

SELLER: Jose Veru-lema
ADDRESS: 3741 W. Eastwood Ave Chicago IL 60625
BUYER: Orchard Street Applied Group LLC
ADDRESS: (CITY) (STATE) (ZIP)

- (CHECK ONE)
[X] SINGLE FAMILY
[X] MULTI-FAMILY (Attach Rider 8)
[ ] TOWNHOUSE (Attach Riders 9, 9A)
[ ] CONDOMINIUM (Attach Riders 6, 9A)
[ ] VACANT LOT/LAND

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate on the terms and conditions herein set forth.
DESCRIPTION OF PROPERTY: L&A DESCRIPTION (Either party may attach at any time hereafter)
STREET ADDRESS: 3741 W. Eastwood Avenue Chicago IL 60625

COUNTY NAME: Cook THE PROPERTY IS [ ] WITHIN VILLAGE/TOWN/CITY LIMITS OR IS [ ] IN INCORPORATED

LOT SIZE/ACREAGE: APPROXIMATELY 500 SQ FT PIN# 13-14-111-025-0000
together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed, including heating, plumbing, electrical lighting fixtures, storm windows, doors, and screens, if any; drapery, rock, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antennas, if any; water softener (except rental units), if any; all planted vegetation, including lawns, if any; automatic garage door system, and all related remote hand-held units, if any; and all real property including the following items of personal property now on the premises:

"AS IS"

PRICE AND TERMS
PURCHASE PRICE: 170,000
EARNEST MONEY DEPOSIT: 500.00

FINANCING: (CHECK ONE) [ ] Conventional [ ] VA (Attach Rider 3) [ ] FHA (Attach Riders 3 and 4)
This Contract is conditioned upon Buyer obtaining within days of acceptance hereof a written unconditional mortgage commitment or such other form of financing with interest not to exceed % per year to be amortized over years, the combined origination and discount fee for such financing not to exceed \$ plus loan processing fee, if any. Buyer shall make written application for such loan within seven (7) days from acceptance of this Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment as provided herein, Buyer shall provide written notice on same to Seller or Seller's attorney and this Contract shall be deemed null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a financing provision is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or terms of any other real estate, and that he will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or terms of other real estate, and fails to close this transaction as agreed.

CLOSING: Closing shall be on 14 days after accepting or 30 days after the date of Seller's designated title company, in the South or southwest suburban area.

POSSESSION: (Select one applicable option)
[X] Seller shall deliver possession to Buyer at closing. OR
[ ] Seller shall deliver possession to Buyer within days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the day after closing the sum of \$ per day until possession is delivered to the Buyer and Buyer shall in addition to all other remedies, have the

immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession.

Seller shall deposit the sum of \$ 0 in escrow with NIA as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be returned to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding the "Possession" section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

**TITLE EVIDENCE:** Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof, subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residence or four corner residential units, the policy shall provide coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by an equal period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove those exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove unpermitted exceptions or obtain additional insurance within the time specified, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be returned to him.

**DEED (CONVEYANCE, LIENS, ENCUMBRANCES):** Seller shall convey or cause to be conveyed to Buyer or Buyer's nominee, title to the premises by a recordable general warranty deed with release of homestead rights, or Trustee's deed if applicable, subject only to the following permitted exceptions, provided none of which shall materially reduce the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) zoning laws and ordinances which conform to the present usage of the premises; (c) public roads and highways; (d) public and utility easements which serve the premises; (e) public roads and highways; (f) any party wall agreements; (g) any easements, mortgages and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Seller shall further provide a copy of Title.

**PRORATIONS:** The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) rent and security deposits; (c) interest on mortgage indebtedness, assumed; (d) water taxes and (e) front owners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 100% of the last ascertainable (full year's) tax bill. If the amount of the last ascertainable tax bill reflects a homestead exemption, said tax bill shall be prorated on the basis of the last ascertainable (full year's) tax bill. Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If such bill is based on a partial assessment of or an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

**SURVEY:** Seller at his expense, except for condominiums, shall furnish to Buyer a current boundary survey (dated not more than six (6) months prior to the closing date) under contract by an Illinois licensed land surveyor showing the location of all encroachments, easements and building lines. A "MORTGAGE INSPECTOR" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any adjacent property. Building lines, spot and survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, such encroachments (excluding fences) shall be insured by the title company for Buyer and Buyer's benefit at Seller's expense.

**COMMISSION:** Real estate broker's commission shall be paid in accordance with the terms of the listing agreement and Buyer representation Agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.

**ATTORNEY REVIEW:** Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**

**CLEAN CONDITION:** Seller shall leave the premises in broom clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

**TERMITE INSPECTION:** Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites or other wood boring insects. Unless otherwise agreed between the parties if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of the receipt of the report to proceed with the purchase or to cancel the contract in full and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

**PROPERTY INSPECTION CONTINGENCY:** Buyer shall have the right for a period of five (5) business days following the date of acceptance of this Contract, to have a home inspection of the subject property and its improvements, including but not limited to a licensed inspection service and Buyer's choice of Buyer's own. The home inspection shall cover ONLY the major components of the Premises: electrical system(s), central cooling system(s)

interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. BUYER SHALL NOT BE HELD AND INDEMNIFY SELLER FROM AND AGAINST ANY LOSS OR DAMAGE CAUSED BY THE SOLE OR PARTIAL USE OF BUYER OR ANY PERSON PERFORMING SUCH INSPECTION. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The dollar figure for repairs (defined herein to include repairs and removal of mold remediation) which does not exceed \$500.00 in any one category shall be considered times ten percent for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller. Seller's listing agent or attorney or the above designated disclosure by the inspector report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair in a report. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; (iii) Seller proposes to negotiate the cost or obligation of correcting certain deficiencies; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice Buyer shall, within two (2) business days thereafter, notify Seller of Buyer's election to either proceed with the transaction, or to terminate the inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereto agree that the following items are not covered by Buyer "As Is", shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:

IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.

**WATER AND SEWER:** (Select one applicable option)  
 The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable).  
 OR

**Well and Septic Test:** The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 90 days prior to closing date. If either of said written test reports indicates that the water is not potable, that the septic system is not in proper operating condition, or if all the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then the Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

**FLOOD PLAIN:** Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

**PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:** The earnest money on this Contract shall be held by listing office (Escrowee) for the benefit of the parties hereto, and shall be applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT. Absent a written agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by filing an action in the nature of an Interpleader. Escrowee shall be reimbursed from the earnest money for court costs and reasonable attorney's fees related to the filing of the Interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

**CLOSING COST CREDIT (OPTIONAL):** Seller agrees to pay the amount of (complete one) \$ 0 % of the sale price toward Buyer's closing costs and pre-pays, provided Buyer's lender permits such amount to show as a credit on the closing, and if not, such lesser amount as the lender permits.

**GENERAL CONDITIONS AND STIPULATIONS:**  
 (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close the sale.  
 (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.  
 (c) Executable signatures to the Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's Realtor, as their agent. Facsimile transmission of any other, announcements, notices, or riders herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance, so long as the sender retains a written confirmation. Notice to any one party of a multiple person party shall be sufficient services to all.  
 (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification or amendment to this Contract shall be valid unless in writing and signed by all parties, or an agent, broker, Attorney Review.  
 (e) If this transaction is a cash purchase (no mortgage is secured by Buyer) the parties shall each pay one-half of the title company's closing fee.  
 (f) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and representatives and assigns.  
 (g) This Contract is subject to the provisions of Public Act 89-111, known as the Residential Real Property Disclosure Act, the terms of which are expressly

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incorporated herein and made a part hereof. Seller represents that the information in the disclosure statement is accurate as of the Contract Date.

(h) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision removed or as modified by such court.

(i) Prior to closing, Buyer shall have the right to order two appraisals to determine that the purchase price is the condition of the purchase. Buyer shall have the right to order two appraisals to determine that the purchase price is the condition of the purchase. If the appraisals ordered by Buyer are less than the purchase price, the Seller shall reduce the purchase price to the amount of the appraisals. If the appraisals ordered by Buyer are greater than the purchase price, the Seller shall increase the purchase price to the amount of the appraisals. Any appraisal fee shall be paid by the party designated in the contract.

(j) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the contract of the municipality imposing the tax.

(k) If Buyer has made reasonable good faith efforts to secure homeownery insurance for the property purchased herein and is unable to secure such insurance, Buyer shall have the option to terminate this contract.

(l) If the property remains on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act shall apply.

(m) If the Buyer/Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of the trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.

(n) In the event the conditions or covenants attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall prevail. Existing handwritten, underlined, or bolded provisions, Buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract or any Riders thereto, as published by the Illinois Real Estate Board. No other alterations of this contract form are intended.

This Contract and Riders and attached DISCLOSURE REPORT, LEAD BASED DISCLOSURE, and FAUCIEN DISCLOSURE which heretofore are attached hereto and incorporated herein, shall be deemed to be a legally binding CONTRACT WHEN SIGNED BY THE PARTIES. IT IS UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER: Orchard Street Property Group

SELLER: [Signature]

Date of Contract: 12-15-12

IDENTITY OF ORDER ASSOCIATE OR ORDERING AGENT (Please provide name and phone number)

BUYER'S MORTGAGE COMPANY: \_\_\_\_\_

Loan Officer: \_\_\_\_\_

Telephone: \_\_\_\_\_

BUYER'S BROKER: Mega Home Realty inc

Telephone: 773-406-8552 708-477-4147

Fax: 773-639164

(Designated) or (Dual Agent) (Select one): Gabriel Abarca

BUYER'S ADDRESS: Aurum Ridge

Address: \_\_\_\_\_

Telephone: 773-704-1010

Fax: 773-405-2311

SELLER'S BROKER: Mega Home Realty inc

Telephone: 708-477-4147 312-731-8637

Fax: 773-639164

(Designated) or (Dual Agent) (Select one): Alfredo Ayala

SELLER'S ADDRESS: Estela Unzueta

Address: 115 W. Maine Street  
Bensenville, IL 60106

Telephone: 630-509-2363

Fax: 630-509-2095