UNOFFICIAL COPY

MEMORANDUM OF RECORDING
Chicago Association of Realtors
Apartments/Investments Purchase and
Sale Contract

RETURN TO:

Hunt, Kaiser, Aranda & Subach, Ltd. 1035 S. York Road Bensenville, IL 60106



1322018024 Fee: \$46.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 08/08/2013 01:46 PM Pg: 1 of 5

Recorder's Stamp

Opents of C OLD MILL HOLDINGS, LLC (2653 W. BRYN MAWR SERIES) as Purchaser and DYMEN GROUP III as Seller have entered into the attached real estate sales contract dated June 28, 2013 concerning the following property:

LEGAL DESCRIPTION: LOTS 650 AND 651 IN WILLIAM H. BRITGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 3, BEING A SUBDIVISION IN NORTH WEST 1/2 OF NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanent Tax Identification No.(s):

13-12-201-053-0000

Property Address: 2653 W. Bryn Mawr Ave., Chicago, IL 60659-4941

Prepared By and Mail To:

HUNT, KAISER, ARANDA, & SUBACH, LTD. 1035 S. York Road Bensenville, IL 60106 (630) 860-7800

1322018024 Page: 2 of 5







Property P.I.N. #: 3122010530000 Lot size PER CURRENT SURVEY Approximate square feet of Property. 2. Fixtures and Personal Property. At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property Seller shall transf Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("Fixt and Personal Property"): Samp Pump		3 (collectively, "Partie : 7653 W BRIN	s"), with respect	to the purcha	ase and sale of	f the re	al estate	and improven	
Property P.D. # 1120053000 Lot size R. CLERAT SUPE Approximate square fact of Property. 2. Fixtures and Personal Property. At Closing as defined in Paragraph 7 of this Contract, in addition to the Property, Seller shall transfer a property of the	5		•	CHECHOS		(city)	(state)	(xip)	("Property").
2. Ekstures and Personal Property. At Closing iss defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer the Sherve by a Bid of Sab, and heaton; coologic electrical and plumbing systems, together with the following chacked and enumerated items (Pixt of Befrigerator). 18 Govenfrang. 19 Govenfrang. 20 Microwave. 21 Govenfrang. 31 Govenfrang. 32 Statelline Dail. 33 Executive system. 34 Govenfrang. 35 Statelline Dail. 36 Govenfrang. 36 Statelline Dail. 37 Farab compactor. 38 Statelline Dail. 39 Govenfrang. 30 Govenfrang. 31 Govenfrang. 31 Govenfrang. 32 Statelline Dail. 33 Executive system. 34 Statelline Dail. 35 Oyor. 36 Washer. 37 Farab compactor. 38 Statelline Dail. 39 Oyor. 30 Govenfrang. 30 Govenfrang. 30 Govenfrang. 31 Govenfrang. 31 Govenfrang. 32 Statelline Dail. 33 Farab compactor. 34 Statelline Dail. 35 Oyor. 36 Oyor. 37 Farab compactor. 38 Farab compactor. 39 Statelline Dail. 30 Govenfrang. 30 Govenfrang. 30 Govenfrang. 30 Govenfrang. 31 Govenfrang. 32 Farab compactor. 33 Farab compactor. 34 Farab compactor. 35 Oyor. 36 Oyor. 37 Farab compactor. 38 Farab compactor. 39 Statelline Dail. 30 Govenfrang. 30 Govenfrang. 30 Govenfrang. 30 Farab compactor. 30 Govenfrang. 30 Farab compactor. 31 Govenfrang. 32 Farab compactor. 33 Farab compactor. 34 Farab compactor. 35 Oyor. 36 Farab compactor. 36 Farab compactor. 38 Farab compactor. 39 Farab compactor. 30 Farab compactor. 31 Farab compactor. 32 Farab compactor. 33 Farab compactor. 34 Farab compactor. 35 Farab compactor. 36 Farab compactor. 37 Farab compactor. 38 Farab compactor. 39 Farab compactor. 30 Farab compactor. 3		C. Duanouire D.I.N. W. 13	1720105300	000	DER CHOCKE	SURVEY			
8 Buyer by a find of sale, all hostong, cooling, electrical and phumbing a systems, together with the following checkool and enumerated items (Fixt and Personal Typoperty): 8 Greingenton, Storm Pump Central air conditioner. Fireplace secret and equipment. Electronic air filter. Fireplace secret and equipment. Electronic air filter. Fireplace secret and equipment. Fireplace secret and equipment. Electronic air filter. Fireplace secret and electronic garage dour(s) Attached gas grill. All planted vegetation of the secret and expendent of the secret an	U	5 1 roperty 1 11,14, #,		Lot siz	GIER LOLKENT	. App	roximate squa	re feet of Proper	ty:
Section Sect	8	8 Buyer by a Bill of Sale,	all heating, cooling, el-	Closing (as defined lectrical and plumb	in Paragraph 7 of thi ping systems, together	s Contract), r with the fo	in addition to ollowing check	the Property, Seed and enumera	eller shall transfer to ted items ("Fixtures
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Degree Degree Commitment of a fixed rate of adjustable rate mortum of the Austral Money in form said commitment to exceed the parties of the Austral Commitment of a fixed rate of an adjustable rate mortum of the authorite of the Austral Rate of the Aust					■ Lighting fixtures □ Electronic garage	(a door(s)	-	ms Oute	door play set/swings
Seller also transfers the following: LNASHER DRYER The following items are excluded: 20 3. Purchase Price. The purchase price for the Property (including the Fixtures and Personal Property) is \$ 627,500 ("Purch Price"). 21 4. Earnest Money. Upon Buyer's execution of this Contract, Buyer shall deposit with 21 ("Feerouse"), initial earnest money in the amount of \$15,000.00. in the form of CHECK ("Initial Earnest Money."). The Initial fearnest Money shall be returned and this Contract shall be of notice or effect if this Contract is not accepted by Seller of the Purchase Price OR. ("Final Earnest Money Shall be returned and this Contract shall be of notice or effect if this Contract is not accepted by Seller of the Earnest Money." The Initial fearnest Money shall be increased to (atrike one) 10% of the Purchase Price OR. ("Final Earnest Money") within business days for the expansion of the Attorney Approval Persons Service of the Earnest Money. The Parties acknowledge and sgree that 60 20 Contract) (the Initial and Final Earnest Money she business days for the expansion of the Attorney Approval Persons destablished in Paragraph 14 of 2 Contract) (the Initial and Final Earnest Money with the Earnest Money). The Parties acknowledge and sgree that 60 2 Parties shall execute all necessary documents with respect to the Farnest Money. 22 Farties shall execute all necessary documents with respect to the Farnest Money. 23 Money 19	17		これの/plasma/multim	nedia equipment	with remote	unit(s) [aoor snea
20 3. Purchase Price. The purchase price on the Property (including the Fixtures and Personal Property) is \$\frac{\lambda 27}{\text{500}}\$ (Price). 22 4. Earnest Money. Upon Buyer's execution of the Contract. Buyer shall deposit with 23 ("Exercusee"), initial earnest money in the amount of \$\frac{\lambda 5000.00}{\text{500}}\$, in the form of \$\frac{\lambda \left \infty}{\text{5000}}\$. The Initial Barnest Money shall be returned and this Contract shall be on fore or effect if this Contract is not accepted by Seller of Portion of the Autore of the Purchase Price OR \$\frac{\lambda \left \infty}{\text{5000}}\$. The Initial Earnest Money and the increased to (strike one) 10% of the Purchase Price OR \$\frac{\lambda \left \infty}{\text{5000}}\$ (Princit Earnest Money). The Initial Earnest Money with the beginning of the Autore Approval Period on scatabilished in Paragraph 14 of 2 Contract) (the Initial and Final Earnest Money are together inferred to as the "Earnest Money."). The Parties achinovedge and agree that (it is a price of the Earnest Money and the Earnest Money in form and content mutually agreed upon between the parties (it) except as otherwise agreed, Boyer shall pay all expenses with respect to the Earnest Money. 33 5. Mortgage Contingency. This Contract is contingent upon Buyer. Scring by \$\frac{\text{JUV}}{\text{2000}}\$ (it) except as otherwise agreed, Boyer shall pay all expenses with respect to the Earnest Money. 34 5. Mortgage Contingency. This Contract is contingent upon Buyer. Scring by \$\frac{\text{JUV}}{\text{2000}}\$ (it) except as otherwise agreed, Boyer shall pay all expenses with respect to the Earnest Money. 35 5. Mortgage Contingency. This Contract is contingent upon Buyer shall be a \$\text{10}\$ (it) except and \$\	18	B □ Water Softener	Categor speakers/surr	round sound			□ Home warra	nty (as attached)	
20 3. Purchase Price. The purchase price on the Property (including the Fixtures and Personal Property) is \$\frac{127}{500}\$ (Price) Price). 22 4. Earnest Money. Upon Buyer's execution of the Contract. Buyer shall deposit with ("Exercusee"), initial earnest money in the amount of \$\frac{1}{5}\times \times \t	19	Seller also transfers the	following: 1 WASH	ER I DRYE	R The following i	tems are ex	cluded:		
2. **Earnest Money** Upon Buyer's execution of the Contract. Buyer shall deposit with 2. **CEscrower**). Initial earnest money in the amount of \$1.5000.00 in the form of CHECK **CHECKTONE**). Initial earnest money in the amount of \$1.5000.00 in the form of CHECK **Money**). The futual Earnest Money and the returner and this Contract shall be of no force or effect if this Contract is not accepted by Seller of Money and the Initial Earnest Money. The Initial Earnest Money are the Initial Earnest Money and the increased to Setzible one of 10% of the Purchase Price OR \$ **CFIFTAGE TEATHER MONEY**). The Initial Earnest Money are together in Forred to as the "Earnest Money." The Testes acknowledge and agree that (if Contract tile binding and Initial Earnest Money and Initial Earnest Earnest Earnest Earnest Money and Initial Earnest Money and Initial Earnest Money and Initial Earnest Money and Initial Earnest	20							627 500) ("Dunah
22 (**Exeromee**), initial earnest money in the amoignt of \$1.500.00. in the form of CHECK. [**Initial Earnest Money**]. The hittail Earnest Money shall be returned and this Contract shall be on force or effect if this Contract is not accepted by Seller of Money**]. The hittail Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR \$ (**Final Earnest Money**) within	21	Frice).		X					\ _ rurcnase
honey"). The Initial Earnest Money shall be returned and this Contract is not accepted by Seller of before JONY, Z. R. 20.13. The Initial Earnest Asserts what he increased to (strike one) 10% of the Purchase Price OR \$2.00 (Final Earnest Money") within		4. Earnest Money.	Upon Buyer's execution	on c. this Contrac	t, Buyer shall deposi	it with		· · · · · · · · · · · · · · · · · · ·	
CFinal Barnest Money withinbusiness days 6.5% the expiration of the Attorney Approval's Froid Ras established in Paragraph 14 of Contract) (the Initial and Final Barnest Money are together inferred to as the "Barnest Money"). The Parties acknowledge and agree that (0.7 Parties ashall execute all necessary documents with respect to the Barnest Money.** The Parties acknowledge and agree that (0.7 Parties ashall execute all necessary documents with respect to the Earnest Money.** The Parties acknowledge and agree that (0.7 Parties ashall execute all necessary documents with respect to the Earnest Money.** The Parties acknowledge and agree that (0.7 Parties of the Property of the Parties acknowledge and agree that (0.7 Parties of Parties ashall execute all necessary documents with respect to the Earnest Money.** The Parties of Parti		Money"). The Initial Es	mest money in the ar arnest Money shall be v	mount of \$1500 returned and this	Contract shall be of m	form of <u>C</u>	HECK	tunnt in a	"Initial Earnest
business days they does not continued to the Attorney Approval Period (as established in Paragraph 14 of Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money." The Parties acknowledge and agree that (i) Parties shall execute all necessary documents with respect to the Farnest Money in form and content mutually agreed upon between the parties (ii) except as otherwise agreed, Buyer shall pay all expenses with respect to the Earnest Money. 5. Mortgage Contingency. This Contract is contangent upon Buyer and only by July 1 and 1 and in the parties of the Contract		neiore Jowy 2	<u>. A., 20 13. The Initi</u>	ial Earnest aicney	shall be increased to	letrika on	a) 10% of the	Durchase Daise	ODe
5. Mortgage Contingency. This Contract is contingent upon Buyer scaring by July 31 2013 (*First Commitment Date") a written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan associated bank, or other authorized institution, in the amount of S. 470, 200.00, the reterest rate (or initial interest rate if an adjustable rate mortgage about to evere d. 1. We prevent of the Turburgh of the Required Commitment of S. 470, 200.00, the reterest rate (or initial interest rate if an adjustable rate mortgage is of the rate of the reterest rate (or initial interest rate if an adjustable rate mortgage is other authorized over 20 years, payable monthly, loan see hot to exceed		("Finai Barnesi Money	y") within bus:	siness days offer th	e expiration of the At	torney Anni	royal Period (as	a) bodoildetea	Downgranh 14 of O.
5. Mortage Contingency. This Contract is contingent upon Buyer. certing by Livy 31. 20.13 (*Pirst Commitment Date*) a written mortgage commitment for a fixed rate or an adjustable rate mortgage of the mortgage commitment for a fixed rate or an adjustable rate mortgage of the mortgage commitment for a fixed rate or an adjustable rate mortgage of the mortgage commitment for a fixed rate or an adjustable rate mortgage of the mortgage secured by the Required Commitment for the mortgage is to be obtained. Fixed in the Required Commitment for Every and pay for private mortgage insurance as required by the lending institution. If a Ff A or VA mortgage is to be obtained, Ridder 8, Ridd		Parties shall execute all	a rinai barnest Money necessary documents v	y are together refer with respect to the	rred to as the "Earno Farmest Money in for	est Money")	. The Parties	acknowledge a	nd agree that (i) the
bank, or other authorized institution, in the amount of \$\(\frac{4}{2}\), \$\(\text{QOD}\), \$\(\text{QOD}\\$\), \$\(\text{QOD}\\$\)	29	(ii) except as otherwise a	igreed, buyer snau pay	' all expenses with i	respect to the Earnest	t Money.			
bank, or other authorized institution, in the amount of \$\frac{1}{2} \text{QOO.02} \text{Qool} \text{cond} \text{conditions} \text{conditions} \text{distance} \text{Distance} \text{Distance} \text{Qool} \text{Qool} \text{Qool} \text{Conditions} \text{distance}	30	5. Mortgage Continu	gency. This Contract is	is contingent upon	Buye. Securing by J	vey 31	20 / 3	CFirst Commit	tment Date") a firm
not to exceed 1.5% per year, amortized over 2D, years, payable monthly, loan 2se alor exceed 0.5%, plus appraisal and credit report fee, if required Commitment). If the mortgage secured by the Required Commitment as a balloon payment, it shall be due no sooner than 2 years and the payable monthly, loan 2se alor and pay one private mortgage insurance as required by the lending institution. If a FT A or VA mortgage is to be obtained, Rider 8, Ride or the HUD Rider shall be attached to this Contract. (I) If Buyer is unable to obtain the 8-quired Commitment by the First Commitment I is unable to obtain the 8-quired Commitment by the First Commitment I is unable to obtain the 8-quired Commitment Date is consistent of the super shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within 20 business days after the First Commitment I is a days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish pi required the Closing Date by 30 business of the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Se choose not to secure the Required Commitment Commitment Date the 1 business of the Required Commitment Date the 1 busyer shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date the 1 busyer shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date the 1 busyer shall be returned to Buyer. (3) If Buyer does not provide any notice of seller by the First Commitment Date the 2 buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect 6. Possession. Seller agrees to aurrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). Payments by 6 Seller's use and occupancy of the Property on or before the Closing Date (as defined in Paragraph 7 below). Payments of Seller's use and occupancy of the Property on or before the Closing Date (as defined i		ATTITUED MOTORISE COMMI	nament for a fixed rate o	iir an admistable rei	to manuful ac nemnitra.	d to bo mode	a hay a 77°C am 1	713:	. T1
Buyer shall pay for private mortgage insurance as required by the lending institution. If a Ft A or VA mortgage is to be obtained, Rider 8, Ride or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the R quired Commitment by the First Commitment D Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within, 20 husiness days after the First Commitment I Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within, 20 husiness days after the First Commitment I Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within, 20 husiness days after the First Commitment I Buyer. The Required Commitment is part to the same towns and may extend the Closing Date by 30 husiness days after the First Commitment of C"Second Commitment may be given by Seller or a third party. Buyer shall furnish a few required Commitment may be given by Seller or a third party. Buyer shall furnish a few required Commitment may be given by Seller or a third party. Buyer shall furnish a few required Commitment of the Required Commitment and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date the power has been unable to obtain shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide day not cook of Seller by the First Commitment Date, this Contract shall remain in full force and effect. 6. Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). The possession is not delivered on or prior to the Closing Date, then, Seller shall apply to Buyer at Closing Seller plans to deliver possession to Buyer (3) Feller shall deposit to the Purchase Price (Possession Escrower) to guarantee possession bate, Ruyer shall deposit to be held from the net proceeds at C		valla, or other authorize	u insulution in the am	1101111111 AT S MI # LF F	3 (1) (1) (3) (4) (4) (4) (4) (4)	int compa law i			
or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the R-quired Commitment by the First Commitment II ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same teems and may extend the Closing Date by 30 business days after the First Commitment II ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same teems and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer upon the same teems and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer upon the same teems and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furning "creations fee as directed by Seller. Should Seller sellating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller shall be not to secure the Required Commitment and pay one application fee as directed by Seller. Should Seller shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date the, and the Earn Money shall be returned to Buyer of the Seller sell be obtained. The shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice. of culer by the First Commitment Date, this Contract shall remain in full force and effect. 6 Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). Possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing S. 9 Payments" for Seller's use and occupancy of the Property for each day after the Closing Date (housed by the date Seller plans to delip portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit we be held from the n		(and d rate are committee to the	ree y. In one monegage ser	remed by the negu	irea Commitment Yas	a halloon r	w. prus a	ppraisai and cre	dit report fee, if any
(Second Commitment Date) secure the Required Commitment for Buyer upon the same terms and may extend the Closing Date by 30 business days after the First Commitment I. (Second Commitment may be given by Seller or a third party. Buyer shall furnish e' requested credit information, sign custom documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Selchoose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earl Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that, be ver has been unable to obtain 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. (3) If Buyer does not provide any notice of celler by the First Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice of celler by the First Commitment Date, this Contract shall remain in full force and effect (5) Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined it Faragraph 7 below), possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing Date (as defined it Faragraph 7 below), possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer prior to the Possession Date, Buyer shall refund possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Seller shall deposit we be held from the net proceeds at Closing on Escrowe's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall deposit we be be added to be paid out of the Possession Escrow and the balance, if any, to be retur		Buyer shall pay for prive	ata waxaanaa i	as required by the		s ar <u>var</u> uovii p	saument it cho	ill he due se see	mouthan 7
documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Secure the Required Commitment for Buyer, this Contract shall be null and void as of the Pirst Commitment Date, and the Earn Required Commitment for Buyer, this Contract shall be null and void as of the Pirst Commitment Date, and the Earn Required Commitment Date, and the Earn Required Commitment, and neither Buyer nor Seller secures the Required Commitment Date the Dever has been unable to obtain and held and the Earnest Money shall be returned to Buyer. (3) If Buyer offices on provide any notice, of clier by the First Commitment Date, this Contract shall remain in full force and effect. 6. Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). 7. Possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing S. 8. 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 portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit we be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, which sum side 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 it 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 without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the Clerk of the Circuit	His	or the HIID Rider sha	are moregage might whee	Contract (1) If D	e lending institution	It a BF A or	oayment, it sha VA mortgaga	ill be due no soo	ner than 7 years.
documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Secure the Required Commitment for Buyer, this Contract shall be null and void as of the Pirst Commitment Date, and the Earn Required Commitment, and neither Buyer notifies Seller on or before the First Commitment Date that the payer has been unable to obtain Required Commitment, and neither Buyer nor Seller secures the Required Commitment Date that the payer has been unable to obtain Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Scone Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice of 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. 66 Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). 78 Payments') for Seller's use and occupancy of the Property for each day after the Closing Date (hough and including the date Seller plans to deliver possession Date). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit we be held from the net proceeds at Closing on Escrowe's form of receipt. If Seller does not surrender the Property on the Possession Date, which sum side be held from the net proceeds at Closing on Escrowe's form of receipt. If Seller does not surrender the Property on the Possession Date, which sum side pay to be payer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Date, which sum side payer is all not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Posse		Buyer shall so notify Se	all be attached to this C eller in writing on or be	ontract, (1) It Buy before that Date. T	riending institution. Ver is unable to obtai hereafter. Seller may	If a FF A or in the Boqui zowithic 20	oayment, it sha VA mortgage ired Commitm	ill be due no soo is to be obtained ent by the First	ner than 7 years. I, Rider 8, Rider 9, Commitment Date,
Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date the new year has been unable to obtain Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Scone Commitment Date, this Contains shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice of cler by the First Commitment Date, buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect 6. Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). 7. 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 delip possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund possession to Buyer ("Possession Date"). If Seller delivers possession is actually surrendered. Additionally, Seller shall deposit we be held from the net proceeds at Closing on Escrowe's form of receipt. If Seller does not surrender the Property on the Possession Date, which sums is 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 surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrowe hall not distribute the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader, and the Parties shall indemnify a both of the Possession Escrow for all costs, including reasonable autorneys fees, related to the filing of the Interpleader, and the Parties shall indemnify a secrow fees, if any) to Seller and Seller shall accure and deliv	37 38	Buyer shall so notify Se ("Second Commitment	all be attached to this C eller in writing on or be Date"), secure the Req	contract. (1) It Buy pefore that Date. To quired Commitmen	rending institution, yer is unable to obtain hereafter, Seller may t for Buyer upon the	If a FF A or in the Requi 7, within 20 same typus	VA mortgage ired Commitm business days	ill be due no soo is to be obtained ent by the First after the First	ner than 7 years. I, Rider 8, Rider 9, Commitment Date, t Commitment Date
Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contider shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any nonce to Celler by the First Commitment Date, this Contider Seller shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. 6. Possession. Seller agrees to surrender possession of the Property on or before the Closing Date (as defined it Paragraph 7 below). 7. possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing Seller shall seller shall pay to Buyer at Closing Date (as defined it Paragraph 7 below). 8. 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 delivered possession to Buyer (Possession Date*). If Seller delivers possession to Buyer prior to the Possession Date*). If Seller delivers possession is actually surrendered. Additionally, Seller shall deposit we be held from the net proceeds at Closing on Escrower's form of receipt. If Seller does not surrender the Property on the Possession Date, which sum side be held from the net proceeds at Closing on Escrower's form of receipt. If Seller does not surrender the Property on the Possession Date, which sum side pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Date, Seller shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee 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 Escrowee may deposit without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee shall be reimbursed fit be Possession Escrow with the Clerk of the Circuit Court by	37 38 39 40	Buyer shall so notify Se ("Second Commitment days. The Required Con documents relating to the	Il be attached to this C eller in writing on or be Date"), secure the Requirement may be given the application and secure	contract. (1) It Buy before that Date. The quired Commitment on by Seller or a till tring of the Require	yer is unable to obtain hereafter, Seller may t for Buyer upon the hird party. Buyer sh	If a FF A or in the Boquing, within 20 same torns all furnish	VA mortgage ired Commitm business days and may extend a requested	Il be due no soo is to be obtained ent by the First s after the First end the Closing credit informat	ner than 7 years. I, Rider 8, Rider 9, Commitment Date, t Commitment Date Date by 30 business ion, sign customary
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Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee 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 Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed for the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the Interpleader, and the Parties shall indemnify a hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses. 7. Closing. Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations a 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 for the Parties of Closing Details.	37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53	Buyer shall so notify Se ("Second Commitment days. The Required Condocuments relating to the choose not to secure the Money shall be returned Required Commitment, a shall be null and void and Date, Buyer shall be deer 6. Possession. Seller possession is not delivere Payments") for Seller's repossession to Buyer ("Poportion of Use/Occupanc Escrowee a sum equal to be held from the net procpay to Buyer, in addition	Il be attached to this C leller in writing on or be Date"), secure the Required commitment may be given application and secured Required Commitment it to Buyer. (2) If Buyer and neither Buyer nor defend the Earnest Money should be a secure of the Closuse and occupancy of the secure occupancy of the secure of the Purchase Priceeds at Closing on Escription 10 at 10 Use/Occupancy of to 10 Use/Occupancy of the Purchase Priceeds at Closing on Escription 10 at 10 Use/Occupancy of the III Use/Occupancy of the III Use/Occupancy of the III Use/Occupancy or to all Use/Occupancy or the III Use/Occupancy or to all Use/Occupancy or the III Use/Occupancy or II Use/Occupancy or III Use/Occupancy or II Use/Occupancy or III Use/Occupancy or III Use/Occupancy or II Use/Occupancy or II Use/Occupancy or III Use/Occupancy or II Use/Occupancy or II Use/Occupancy or II Use/Occupancy or III Use/Occupancy or II Use/Occupancy or II Use/Occupancy or II Use	pefore that Date. To quired Commitmen on by Seller or a taring of the Requiret for Buyer, this Commitmen of the Requiret for Buyer, this Commitmen of the secures the hall be returned to a contingency and to possession of the possession of the period beyond the direct ("Possession Edice to the possession of the convec's form of receiver payments the secure of the secure of the secure of the period of the period of the secure of the s	the lending institution. It is unable to obtain thereafter, Seller may to for Buyer upon the livid party. Buyer should be not commitment, and contract shall be null to or before the First Required Commitme Buyer. (3) If Buyer of this Contract shall reproperty on or before the Property on or before the Property of the	If a Fr A or in the R qui to the R q qui to the R q q q q q q q q q q q q q q q q q q	NAME OF THE PROPERTY OF THE PR	all be due no soo is to be obtained ent by the First ent the First end the Closing credit informat as directed by Sommitment Daver has been upon the Commitment by Commitment by Commitment by Commitment by Commitment to Commitment to Commitment by Commitm	ner than Z years. It, Rider 8, Rider 9, Commitment Date, to Commitment Date, to Commitment Date of Commitment Date, to Commitment Date, to Commitment Seller. Should Seller the, and the Earnest that the Contract of First Commitment of Commi
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63 AUGUST 31, 20 13 at a time and location mutually agreed upon by the Payring ("Closing Date"). Coloring shall occur on or prior	37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 55 56 57 58 59	Buyer shall so notify Se ("Second Commitment days. The Required Condocuments relating to the choose not to secure the Money shall be returned Required Commitment, a shall be null and void am Date, Buyer shall be deer 6. Possession. Seller possession is not delivere Payments") for Seller's upossession to Buyer ("Poportion of Use/Occupance Escrowee a sum equal to be held from the net proc pay to Buyer, in additional meluding the day possession to Buyer shall not limit Buywithout the joint written Possession Escrow with the Possession Escrow for	Il be attached to this C leller in writing on or be Date"), secure the Requirent may be given be application and secured Commitment of the Earnest Money shad on or prior to the Closes and occupancy of the session Date"). If Seley Payments which extra at Closing on Escriptor of the Purchase Priceds at Closing on Escripto	contract. (1) If Buy perfore that Date. To perfore that Date. To prove the Required Commitmen on by Seller or a titring of the Required to Buyer, this Committees Seller or Seller secures the hall be returned to a contingency and to possession of the posing Date, then. See a Property for each eller delivers possestend beyond the dice ("Possession Entrowee's form of received and Buyer plus any he Possession Escriber and Buyer. If either Pactour by the filing a sonable attorneys's attorneys's contractive to the second and the se	the ending institution. It was a unable to obtain the reafter, Seller may be the for Buyer upon the hird party. Buyer should be a commitment, and ontract shall be null to or before the First the Required Commitmes Buyer. (3) If Buyer of the Contract shall reproperty on or before the First that Contract shall reproperty on or before the Property on the Property of	If a Fr A or in the P quity, within 10 same turns, all furnish all pay one all and void as Commitmer ent on or be does not promain in full are the Closing Date throat Buyer pritually surrespossession of surrender in the Closing of the P and the P and the P at the	VA mortgage ired Commitm business days and may extern the limit of the limit (at Date the Ling Date (as of the limit) of the Possion of the P	all be due no soo is to be obtained ent by the First after the First after the First after the Closing credit informat as directed by Scommitment Daver has been a Commitment of Commitm	ner than Z years. It, Rider 8, Rider 9, a Commitment Date, to Commitment Date, to Commitment Date Date by 30 business ion, sign customary celler. Should Seller the, and the Earnest transble to obtain the Date, this Contract to First Commitment graph 7 below). If y ("Use/Occupancy ller plans to deliver yer shall refund the shall deposit with the, which sum shall per day up to and date possession is nice of payments by Possession Escrow wee may deposit the be reimbursed from
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61	37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 55 56 57 58 60 61 62	Buyer shall so notify Se ("Second Commitment days. The Required Condocuments relating to the choose not to secure the Money shall be returned Required Commitment, a shall be null and void an Date, Buyer shall be deer 6. Possession. Seller possession is not delivere Payments") for Seller's upossession to Buyer ("Poportion of Use/Occupanc Escrowee a sum equal to be held from the net proc pay to Buyer, in additional meluding the day possession Escrow with the Possession Escrow with the Possession Escrow with the Possession Escrow for hold Escrowee harmless for the Closing. Buyer shall secroy fees, if any) to Seller shall secroy fees.	all be attached to this C leller in writing on or be Date"), secure the Required in writing on or be application and secure Required Commitment it to Buyer. (2) If Buyer and neither Buyer nor dethe Earnest Money shamed to have waived this are agrees to surrender ped on or prior to the Closuse and occupancy of the session Date"). If Sel by Payments which extra 2% of the Purchase Prioreds at Closing on Escription is surrendered to not all Use/Occupancy of the seeds at Closing on Escription is surrendered to the paid out of the ver's other legal remediative to the Circuit of all costs, including readrom any and all claims all deliver the balance of the rand Seller shall ever and Seller shall ever and Seller shall ever and Seller shall ever and Seller shall ever the secure of the Circuit of the costs.	pefore that Date. To perfore that Date. To puring of the Required Commitmen on by Seller or a taring of the Required to for Buyer, this Cornotifies Seller or Seller secures the hall be returned to a contingency and to possession of the using Date, then, Sense Property for each eller delivers possessed beyond the dice ("Possession Earowee's form of receipt Payments, the set Buyer plus any the Possession Escriber and Buyer. If either Paccourt by the filing asonable autorneys' and demands, inches the Purchase Possession electrons of the Purchase Possession and deligent the court and deligent t	pending institution. I were sent and the reafter. Seller may to for Buyer upon the hird party. Buyer showed commitment, and ontract shall be null to or before the First Required Commitme Buyer. (3) If Buyer of this Contract shall read to the First Property on or before the Property on or before the Property of the Occupance of the Property of the Occupance of the Property of the Occupance of the Property of the	if a Fr A or in the P. quity, within 100, within 100, within 100 and to pay one and and void as Commitmer ent on or be does not promain in full are the Closing Date through Date through the Closing Tany, to be deep that Escape that Escape and thing of the Fireasonable to of the Fireasonable to t	VA mortgage ired Commitm business days and may exter a requested pp ication fee is of the l'irst (at Date the progression of the l'irst (at Date the property of the Possion of the Possion of the Property and of the Possion of the Property and of the Possion of the Possion of the Possion of the Property and of the Possion of the Possio	all be due no soo is to be obtained ent by the First after the First after the Closing credit informat as directed by Scommitment Daver has been us Commitment by Commitment of Commitment by Commitme	ner than Z years. It, Rider 8, Rider 9, commitment Date, commitment Date Date by 30 business ion, sign customary Seller. Should Seller tte, and the Earnest anable to obtain the Date, this Contract e First Commitment If y ('Use/Occupancy ller plans to deliver yer shall refund the shall deposit with tte, which sum shall per day up to and date possession is nee of payments by Possession Escrow wee may deposit the be reimbursed from shall indemnify and enses.
•¬ /	37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 55 55 55 56 66 67 68 68 68 68 68 68 68 68 68 68	Buyer shall so notify Se ("Second Commitment days. The Required Condocuments relating to the choose not to secure the Money shall be returned Required Commitment, a shall be null and void an Date, Buyer shall be deer 6. Possession. Seller possession is not delivere Payments") for Seller's upossession to Buyer ("Poportion of Use/Occupanc Escrowee a sum equal to be held from the net proc pay to Buyer, in additional meluding the day possession Escroweith the Possession Escrow with the Possession Escrow with the Possession Escrow for hold Escrowee harmless for Closing. Buyer shall escrow fees, if any) to Sell AUGUST 31, 20	all be attached to this C beller in writing on or be Date"), secure the Required commitment may be given application and secure Required Commitment of the Buyer. (2) If Buyer and neither Buyer nor defended the Earnest Money should be a seen and occupancy of the sees and occupancy of the sees and occupancy of the Purchase Priceds at Closing on Escriptor to all Use/Occupancy of the Buyer at the Department of the Purchase Priceds at Closing on Escriptor to all Use/Occupancy of the Seeds at Closing on Escriptor to the Clore of the Circuit of the Clerk of the Circuit of all costs, including readrom any and all claims all deliver the balance of the rand Seller shall exects. 3 at a time and location are all costs at time and location and seller shall exects.	pefore that Date. To perfore that Date. To puring of the Required Commitmen on by Seller or a taring of the Required to for Buyer, this Cornotifies Seller or Seller secures the hall be returned to a contingency and to possession of the using Date, then, Sense Property for each eller delivers possessed beyond the dice ("Possession Earowee's form of receipt Payments, the set Buyer plus any the Possession Escriber and Buyer. If either Paccourt by the filing asonable autorneys' and demands, inches the Purchase Possession electrons of the Purchase Possession and deligent the court and deligent t	pending institution. I were sent and the reafter. Seller may to for Buyer upon the hird party. Buyer showed commitment, and ontract shall be null to or before the First Required Commitme Buyer. (3) If Buyer of this Contract shall read to the First Property on or before the Property on or before the Property of the Occupance of the Property of the Occupance of the Property of the Occupance of the Property of the	if a Fr A or in the P. quity, within 100, within 100, within 100 and to pay one and and void as Commitmer ent on or be does not promain in full are the Closing Date through Date through the Closing Tany, to be deep that Escape that Escape and thing of the Fireasonable to of the Fireasonable to t	VA mortgage ired Commitm business days and may exter a requested pp ication fee is of the l'irst (at Date the progression of the l'irst (at Date the property of the Possion of the Possion of the Property and of the Possion of the Property and of the Possion of the Possion of the Possion of the Property and of the Possion of the Possio	all be due no soo is to be obtained ent by the First after the First after the Closing credit informat as directed by Scommitment Daver has been us Commitment by Commitment of Commitment by Commitme	ner than Z years. It, Rider 8, Rider 9, commitment Date, commitment Date Date by 30 business ion, sign customary Seller. Should Seller tte, and the Earnest anable to obtain the Date, this Contract e First Commitment If y ('Use/Occupancy ller plans to deliver yer shall refund the shall deposit with tte, which sum shall per day up to and date possession is nee of payments by Possession Escrow wee may deposit the be reimbursed from shall indemnify and enses.
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66 67 68	8. <u>Deed</u> . At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed ("Deed") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any covenants, conditions, and restrictions of record; public and utility easements: acts done by or suffered through Buyer; existing leases and tenancies, if any; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.
71 72	9. Real Estate Taxes. Seller represents that the 20 general real estate taxes were \$ 13,000. General real estate taxes for the Property are subject to the following exemptions (check box if applicable): Homeowner's. Senior Citizen's. Senior Freeze. General real estate taxes shall be prorated based on (i) 110 % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.
75 76 77	10. Leases. Seller shall deliver to Buyer a complete copy of all existing leases affecting the Property and a rent roll within 3 business days of the Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at Closing in an assignment and assumption agreement mutually agreeable to the Parties and (b) the present monthly gross rental income is \$
80	11. <u>Disclosures</u> . Buyer has received the following (check yes or no): (a) Residential Real Property Disclosure Report: \square Yes/ \square No; (b) Heat Disclosure: \square Yes/ \square No; (c) Lead Paint Disclosure and Pamphlet: \square Yes/ \square No; (d) Radon Disclosure and Pamphlet: \square Yes/ \square No; and (e) Zoning Certification: \square Yes/ \square No.
	12. Zoning Certification. If the Property is located in the City of Chicago and contains four dwelling units or less, Seller shall provide zoning certification to Buyer v. least 5 days prior to the Closing Date.
85 86	13. Dual Agency. The Letters confirm that they have previously consented to
89 90 91 92 93 94	14. Attorney Modification. Withinbusiness days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation and dates. Any Proposed Modifications that or set forth in writing and accepted by the other party shall become terms of this Contract as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE E.PUATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
97 98 99 99 00 01 02 03 04 05 06 97	The party of the p
11 12	16. General Provisions and Riders. THIS CONTRACT WILL BECOME A LEGALLY BINLING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS (list Rider numbers here) AND ADDENDUM (list Addendum numbers here) ATTACHED TO AND MADE A TART OF THIS CONTRACT.
	[SIGNATURE PAGE FOLLOWS]

Buyer Initials: EA Buyer Initials:

Seller Imitials _____

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OFFER DATE: JUNE 24 20/3 ACCEPTANCE

114	OFFER DATE: JUNE 24 20/3	ACCEPTANCE DATE: JUE 28 20/3 ("Acceptance Date")
,		
115	BUYER'S INFORMATION:	SELLER'S INFORMATION:
116	Buyer's Signature: 2- Al-	Seller's Signature
117		Seller's Signature:
118	Burer's Name(s) (wint) OLD MILL MOLDING, LLC LOSS	W, BRYN MAUR SERFES Soller's Name(s) (print):
119	Address: 5549 N LINCOLN AVE	Address
120		City: State: Zip:
121	Office Phone: 775-878-9000 Home Phone:	Office Phone: Home Phone:
122	Fax: 773-878. 9003 Cell Phone:	Fax: Cell Phone:
123	Email Address: EADAMS24@ YA HOO. COM	Email Address:
124 125	A	nes and addresses set forth below are for informational purposes only and subject only and subject to change.
126	BUYER'S BROKER'S INFOL ATION:	SELLER'S BROKER'S INFORMATION:
127	Designated Agent (print):	Designated Agent Name (print).
128	Agent Identification Number:	Agent Identification Number:
129	Broker Name: MLS#	Broker Name: MLS #
130	Office Address:	Office Address:
131	City: State: Zip:	City:State:Zip:
132	Office Phone: Cell Phone:	Office Phone: Cell Phone:
133	Fax:	Fax:
134	Email:	Email:
	BUYER'S ATTORNEY'S INFORMATION:	SELLER'S ATTORNEY'S INFORMATION:
	Attorney Name: MARSHALL SUBACH	Attorney Nam ABRAHAM SILVERSTEI
137	FUND HUNT KAISER ARANDA AND JUBACH LTD.	Firm:
138	Office Address: 1035 S YOKK ROAD	Office Address:
139	City: BENSENVILLE State: IL Zip: 60/06	CityState:Zip:
	Office Phone: 630 - 860 - 78 Cell Phone: Fax: 630 - 860 - 8283	Office Phone: 7/3 V 78 8 / Compliance: 773 206 1442
141	Email: MJ SUBACHO 7800 LAW. COM	Fax
1,42	Enland Tour CAN COM	Email:_
148	BUYER'S LENDER'S INFORMATION:	Fax: Email:_
144	Mortgage Broker's Nume	
	Lender:	
	Office Address:	
147	City: Zip:	
148	Office Phone:Cell Phone:	
	Fax:	
150	Email:	\ .
		1, 0
	Buyer Initials:	Seller Initials Seller Initials
	5.23	Seller Initials Seller Initials:

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GENERAL PROVISIONS

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- A. Prorations. Rents, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits and required interest, if any, shall be paid to Buyer at Closing. Notwithstanding snything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall reprorate taxes within 30 days after the bill on the improved property becomes available.
 - 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 Contract.
 - C. Title. At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to 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 Commitment for Title Insurance due to delay by Buyer's mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions motify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.
 - 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 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by 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.
 - E. Disposition of Larnest Money. In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller defaults, the Earnest Money at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any default, Escrowee shall give will be notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the Escrowee may not distrib eith: Earnest Money within 30 days after the notice. However, Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that in notice, then Escrowee shall proceed to dispose the Earnest Money as projects, in writing to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to disposite the Earnest Money as projects, in writing to the proposed disposition of the Earnest Money within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit does not be the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Escrowee may deposit the Earnest Money with the Clerk of the Circuit does not be the filing of an action in the nature of an Interpleader. Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expense. A single of those claims and demands.
 - F. Operational Systems. Seller represent: ''.at' the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in working order and will be so at the time of Closing and that the read is free of leaks and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-hour period immediately prior to Closing solely for the purpose at very ving that the operational systems and appliances serving the Property are in working order and that the Property is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.
 - G. Insulation Disclosure Requirements. If the Propert / is | ew construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is attached.
 - H. Code Violations. Seller warrants that no notice from any civit lage, or other governmental authority of a dwelling code violation that currently exists on the Property has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing. Seller shall promptly notify Buyer of the Notice.
 - I. Escrow Closing. At the written request of Seller or Buyer received profession of the delivery of the deed under this Contract, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deel and money escrow agreement then furnished and in use by the title insurance company, with such special provisions inserted in the escrow agreement as may be required to company with this Contract. Upon the creation of an escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money half be deposited in the escrow, and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and peller.
- 195 J. Survey. At least 5 days prior to the Closing Date. Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of 196 Closing, showing the present location of all improvements. If Buyer's expense.
- 197 K. Affidavit of Title; ALTA. Seller agrees to furnish to Buyer an affidavit of title subject only it chose items set forth in this Contract, and an ALTA form if required by 198 Buyer's mortgagee, or the title insurance company, for extended coverage.
 - L. Legal Description. The Parties may amend this Contract to attach a complete and correct legal description of the Property.
- 200 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 Procedures Act of 201 1974, as amended.
 - N 1031 Exchange. The Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each part, expressly agrees to cooperate with the other party in connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party. Eduding without limitation by executing any and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.
- O. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall faraish a completed declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or mer, other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the pers in designated in that ordinance.
- 210 P. Removal of Personal Property Seller shall remove from the Property by the Possession Date all debris and Seller's personal property of conveyed by Bill of Sale to 211 Buyer.
- Q. Surrender. Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to 213 Paragraph B 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 portion of the total cost related to this violation that is below \$250.00.
 - R. Time. Time is of the essence for purposes of this Contract.
 - S. Number. Wherever appropriate within this Contract, the singular includes the plural.
 - T. 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.
- U. Business Days and Time. Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday, Wednesday, 219
 Thursday, and Friday, and excluding all official federal and state holidays.
- V. Patriot 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 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction directly or indirectly or indirectly on behalf of, or facilitating this transaction directly or indirectly or behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and held harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys fees and costs) arising from or 225 related to any breach of the foregoing representation and warranty
- W. Brokers. The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.
 - X. Original Executed Contract. The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials:	Lof 4	Seller Initials:
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