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BARBARA SZYMANSKA
5215 N. Harlem Ave
Chicago IL 60656

Doc#: 1326849014 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/25/2013 03:43 PM Pg: 1 of 13

Property of Cook County

CONTRACT

LOT 10 IN DES PLAINES TERRACE UNIT NO. 3
A SUBDIVISION IN PARTS OF LOTS 1 AND 2
IN CONRAD MOEHLING'S SUBDIVISION IN THE WEST 1/2 OF
SECTION 8 AND IN THE EAST 1/2 OF FRACTIONAL
SECTION 7, TOWNSHIP 41 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK
COUNTY ILLINOIS

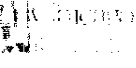
PIN # 09081030070000

ADDRESS 410 3rd Ave, DES PLAINES IL 60016

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APARTMENTS/INVESTMENTS PURCHASE AND SALE CONTRACT

Rev. 01/2008



This Apartment Investments Purchase and Sale Contract ("Contract") is made by and between Emika ("Seller") and Napoleon Nowak ("Buyer") and Kathy & Peter Motyl ("Buyer") with respect to the acquisition and sale of the real estate and improvements located at 410 3rd Ave, Des Plaines, IL 60016 ("Property")

Property P.E.N. # 0908103007000 Lot size: _____ Approximate square feet of Property: _____

4. Fixtures and Personal Property At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to Buyer all fixtures, including ceiling, lighting, electrical and plumbing systems, together with the following checked and enumerated items ("Fixtures and Personal Property"):

- | | | | | |
|--|--|--|--|---|
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen | <input type="checkbox"/> Built-in or attached shelves or cabinets |
| <input checked="" type="checkbox"/> Oven/Range | <input type="checkbox"/> Smoke and carbon monoxide detectors | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> Ceiling fan |
| <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Radiator covers |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Security system | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firewood | <input type="checkbox"/> All planted vegetation |
| <input type="checkbox"/> Freezer/Refrigerator | <input type="checkbox"/> In-late Dish | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> Outdoor play sets/swings |
| <input type="checkbox"/> Wash/dryer | <input type="checkbox"/> In-late Dish | <input type="checkbox"/> Electronic garage door opener | <input type="checkbox"/> Existing storms and screens | <input type="checkbox"/> Outdoor shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> In-late Dish | <input type="checkbox"/> with remote unit(s) | <input type="checkbox"/> Window treatments | |
| <input type="checkbox"/> Wine Softener | <input type="checkbox"/> In-late Dish | <input type="checkbox"/> Wall-to-wall carpeting | <input type="checkbox"/> Home warranty (as attached) | |

As per listing agreement.

Seller also transfers the following: _____ The following items are excluded: _____

5. Purchase Price The total purchase price for the Property including the Fixtures and Personal Property is \$ 300,000 ("Purchase Price").

6. Earnest Money Upon Buyer's execution of this Contract, Buyer shall deposit with Lakeview Realty ("Escrowee") initial earnest money in the amount of \$ 2,500 in the form of check ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or after 08/27/2013. The Initial Earnest Money shall be increased to (~~strike one~~) 10% of the Purchase Price OR \$ _____ ("Final Earnest Money") within _____ business days after the expiration of the Attorney Approval Period (as established in Paragraph 11 of this Contract). The Initial and Final Earnest Money are together referred to as the "Earnest Money". The Parties acknowledge and agree that the terms and conditions of this Contract shall be deemed to be the entire agreement between the parties.

7. Mortgage Contingency This Contract is contingent upon Buyer securing by September 9, 2013 ("First Commitment Date") a firm 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 association, bank, or other authorized institution, in the amount of \$ _____, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____, the term of the mortgage not to exceed _____ years, payable monthly, loan fee not to exceed _____, plus appraisal and credit report fee, if any. ("Required Commitment"). The mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than _____ years. ("Balloon Payment"). The terms and conditions of the Required Commitment shall be set forth in the mortgage commitment or in the Uniform Residential Loan Agreement ("URLA") and the applicable Rider 9. ("URLA"). The URLA is attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Thereafter, Seller may, within 30 business days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents related to the acquisition and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, Seller may, 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 to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

8. Possession Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). If possession is not delivered on or prior to the Closing Date, then Seller shall pay to Buyer at Closing \$ 111 per day ("Use/Occupancy Payment") for the period of possession and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the portion of the Use/Occupancy Payments which remain beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee an amount of _____ of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow per day up to and including the date possession is surrendered, then amount to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments by Buyer shall not constitute a waiver of any other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow until the time of the Closing of Seller and Buyer. Buyer's Party objects to disposition of the Possession Escrow, then Escrowee may demand the Possession Escrow with interest from the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the Possession Escrow with all costs, including reasonable attorneys' fees, related to the filing of the interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses.

9. Closing Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations as set forth in Paragraph 10) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to Sept 17 at B (time and location mutually agreed upon by the Parties) ("Closing Date"). Seller must provide Buyer with good and valid title to the Property.

Buyer Initials: EN Seller Initials: EM
 Buyer Initials: _____ Seller Initials: KM

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Buyer shall take the Property as a deed if title is in trust or in an estate, or Articles of Agreement, if applicable, subject only to the following if any: (a) all pending governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

11. **Real Estate Taxes.** Seller represents that the 2012 general real estate taxes were \$ 8,000. General real estate taxes for the Property are being paid following exemptions (check box if applicable): Homeowner's, Senior Citizen's, Senior Freeze. General real estate taxes shall be paid by Buyer during the most recent available tax bill or tax bill of similar nature issued by the Director of the Department of the Attorney Approval Period.

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 (b) the present monthly gross rental income is \$ 3,100. Seller shall deliver to Buyer, prior to Closing, of any (i) new leases, (ii) modification or amendments to the existing leases, and (iii) changes in the monthly gross rental income.

11. **Disclosures.** Seller has provided the following (check yes or no): (a) Lead and Radon Property Disclosure Report: Yes No; (b) Heat and Cooling System Disclosure and Pamphlet: Yes No; (c) Radon Disclosure and Pamphlet: Yes No; and (d) Zoning Certification: Yes 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 in Buyer's favor 5 days prior to the Closing Date.

13. **Dual Agency.** The Parties confirm that they have previously consented to BARBARA SYWANICKA licensee to act as Dual Agent for both Buyer and Seller. Buyer initials: EL Seller initials: B.M.

14. **Attorney Modification.** Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may propose written modifications to the Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation and the terms of the Period of Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if originally a part of the Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, the Parties shall be deemed to have agreed to the terms of the Contract by written notice and the earnest money shall be returned to Buyer. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

15. **Inspection.** Within 5 business days after the Acceptance Date ("Inspection Period"), Buyer may conduct, at Buyer's sole cost and expense, inspections which are provided by law (home radon, environmental, lead-based paint and or lead-based paint hazards (unless separately waived), wood and other structural members of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each an independent contractor) of Buyer's choice. The inspection shall include, without limitation, general building, general heating, central cooling, plumbing, electrical, roof, gutters, stairs, walls, windows, ceilings, floors, appliances, and foundations. 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 health or safety threat. Buyer shall indemnify Seller from and against any loss or damage to the Property or person or injury caused by the Inspections. Buyer, or Buyer's Inspector, prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer shall not be deemed to have accepted any such defects unless the Buyer's Inspection Notice is received by Seller within the Inspection Period. If the Parties have not agreed to the resolution of the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice. **IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

16. **General Provisions and Riders.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS AND RIDERS SET FORTH IN THIS CONTRACT AND RIDERS none (list Addition numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

BUYER AND SELLER PARTIES DELIVERED

Seller Initials: B.M. Buyer Initials: EL

08.06 UNOFFICIAL COPY 08.07

20 B (Buyer's Signature Date)

BUYER'S INFORMATION

Buyer's Signature: Emilia Napieralska
Buyer's Signature: _____
8116 N. Overhill
Miles State IL Zip 60648
Office Phone: _____
Home Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

SELLER'S INFORMATION

Seller's Signature: [Signature]
Seller's Signature: Kathy Motyl
Peter & Kathy Motyl
Address: 5922 N. Ottawa
City: Chicago State IL Zip 60631
Office Phone: _____
Home Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

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

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BUYER'S BROKER'S INFORMATION:

BARBARA SYMANKA
122004
Broker Name: Lakewood MLS# 57064
Rea
5215 N. Horsten Ave
Chicago State IL Zip 60636
Office Phone: _____
Home Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

SELLER'S BROKER'S INFORMATION:

Broker Name: _____ MLS# _____
Agent Identification Number: _____
Broker Name: _____ MLS# _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

BUYER'S ATTORNEY'S INFORMATION:

Christopher Kozlak
Law Firm
6444 N. Milwaukee Ave
Chicago State IL Zip 60631
Kozlak e-mail.com

SELLER'S ATTORNEY'S INFORMATION:

Penelope N. Bath
Sylvan Law Group LTD
Office Address: 900 Jone Blvd
City: Oak Brook State IL Zip 60521
Office Phone: 630 575-8181 Cell Phone: (847) 687-7493
Fax: (630) 575-8182
prbach@bachoffices.com

BUYER'S LENDER'S INFORMATION:

American Heartland
David Resman
Super Grace State IL Zip _____
Office Phone: 630-406-3551
Cell Phone: _____
Fax: _____
Email: _____

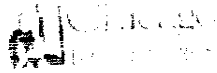
Buyer Initials: EN

Seller Initials: P.M. [Signature]

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CHICAGO ASSOCIATION OF REALTORS® EXCLUSIVE LISTING AGREEMENT

Rev. 05/2009



Lakewood Realty

1. **BROKER.** This Exclusive Listing Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between _____ ("Seller") in consideration of the use of the Broker's and Broker's efforts to procure an offering party for the property and improvements described below (including the right to sell the Property) and the Broker's efforts to market, advertise, show, and otherwise promote the Property ("Property"). Seller hereby grants, to the Broker, the "Exclusive Right" to sell the Property or, at Seller's direction, lease, exchange, joint venture or grant an option to purchase the Property ("Transfer of Property") pursuant to the terms and conditions set forth below.

2. **TERM.** Broker's Exclusive Right shall extend from the Effective Date, as set forth on page 3 ("Commencement Date") until 11:59 P.M. on 08.06-10/06 2013 at which time this Agreement shall automatically terminate ("Termination Date"). From the date of expiration of the term of this offer and execution of a contract for the Transfer of Property ("Accepted Offer") unless the Accepted Offer is expressly stated to the contrary, the continued marketing of the Property. Broker shall have no further obligation to market, advertise for sale or show the Property or to make any offers or counteroffers pertaining to the Property.

3. **PRICE.** In the event that the Transfer of Property is a sale, Seller authorizes Broker to market the Property at a price of 305,000 ("Purchase Price"). If the Transfer of Property is a lease, Seller authorizes Broker to market the Property at a rental price of N/A per month ("Rental Price"). The Purchase Price and Rental Price may be changed from time to time.

4. **PROPERTY.** The Property is located at 4100 3rd Ave Unit Number(s) 6006 City Des Plaines State IL Zip Code 60016 (check all that apply) Deeded; Limited Common Element; Assigned; Indoor; Outdoor

5. **POSSESSION.** Seller shall surrender possession of the Property and remove all debris and Seller's personal property not conveyed to the buyer no later than the closing date set forth in the purchase and sale agreement.

6. **DESIGNATED AGENT.** Seller hereby designates _____ ("Designated Agent") under this Agreement with Broker and (b) neither Broker nor other sponsored licensees of Broker will be acting as agent for Seller. Seller understands and agrees that Broker and any of Broker's other sponsored licensees may enter into agreements with prospective buyers of the Property as agents of those buyers.

7. **MINIMUM SERVICES.** Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 15/1 et seq.) as amended, Broker, in addition to the services set forth in this Agreement, shall provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, advertising, showing and otherwise promoting the Property, including, but not limited to, the offer and counteroffer until a lease or purchase agreement is fully executed and all contingencies are satisfied or waived and to answer Seller's questions relating to the offer, counteroffer, terms and contingencies.

8. **SELLER OBLIGATIONS.** From and after the Commencement Date of the Agreement, Seller agrees to: (a) cooperate fully with Broker and the Designated Agent; (b) refer all inquiries to Broker and the Designated Agent; (c) allow inspection of the Property and bring, at convenient times, by Broker, the Designated Agent and/or cooperating brokers (whether alone or accompanied by the Designated Agent) for the purpose of showing the Property to prospective buyers; (iv) conduct all negotiations through Broker (including the Designated Agent) for the purpose of showing the Property to prospective buyers; (v) pay Broker a commission and an additional fee in the amount of _____ and (vi) pay Broker a commission or compensation pursuant to the terms of Paragraph 9 below.

9. **COMMISSION.** In the event Broker produces a buyer ready, willing and able to close on the Transfer of Property on the terms provided in this Agreement, Seller shall pay Broker a commission in the amount of 5% [percent] of the Purchase Price ("Sale Commission") plus \$ 0 ("Additional Fee"). In the event Seller enters into a lease agreement with a tenant during the term of this Agreement, Seller agrees to pay Broker a rental commission of _____ ("Rental Commission") plus \$ 0 ("Additional Rental Fee"). In the event the Property is later purchased by the tenant, or an option to purchase is exercised by the tenant, then in addition to the Rental Commission and Additional Fee, Seller shall pay Broker the Sale Commission and Additional Fee. The Sale Commission, Additional Fee, Rental Commission and Additional Rental Fee are referred to collectively as "Commission". Broker shall be entitled to the Commission pursuant to this Agreement (a) upon the closing of any Transfer of Property prior to the Termination Date, regardless of whether the Transfer of Property resulted from the service and/or effort of the Broker, Designated Agent, Seller or any other persons or entities; or (b) upon the closing of any Transfer of Property within 180 days after the Termination Date in any person to whom the Property was submitted prior to the Termination Date. Notwithstanding the foregoing, if (i) the Property is sold to another licensed real estate broker during the 180 day period, then Broker shall not be entitled to any portion of the Commission; (ii) the Property is sold to another licensed real estate broker during the 180 day period following the Termination Date, Seller shall be liable for the entire Commission, which shall be shared by the Broker and the other licensed real estate broker. The actual allocation of the Commission shall be determined pursuant to a separate agreement between Broker and the other licensed real estate broker. Broker is authorized to share Broker's compensation or commission with all cooperating brokers regardless of any cooperating broker's agency relationship with Seller, Broker or the buyer.

10. **DUAL REPRESENTATION.** By checking "yes" and writing its initials below, Seller acknowledges and agrees that the Designated Agent may act as a dual agent in a transaction involving both Seller and buyer or landlord and tenant, in the case may be, in connection with the Transfer of Property. Seller acknowledges and agrees that Seller has read the following prior to executing this Agreement:

Representing more than one party to a transaction presents a conflict of interest since both parties may rely upon the Licensee's advice and the parties' respective interests may be adverse to each other. The Licensee will undertake the representation of more than one party to a transaction only with the written consent of ALL parties to the transaction. Any parties who consent to dual representation shall do so in writing. Seller Initials: BR Broker Initials: BR

P.A. BR

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... that this Agreement is an agreement between the parties as a result of the contract, including the final contract... Seller acknowledges and agrees that the Broker has explained the implications of dual representation, including the risks involved, and (b) Seller has been advised to seek independent counsel from its advisors and/or attorneys prior to executing this Agreement or any documents in connection with this Agreement.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN UNDERTAKING DUAL REPRESENTATION:

1. Provide information about the property to the buyer or tenant.
2. Disclose all latent material defects in the property to the buyer or tenant.
3. Disclose the financial condition of the buyer or tenant to the seller or landlord.
4. Explain closing costs and procedures.
5. Help the buyer or tenant arrange for property inspections.
6. Explain financing alternatives.
7. Explain closing costs and procedures.
8. Help the buyer or tenant make educated decisions on what price to accept or offer.

WHAT A LICENSEE CANNOT DO FOR CLIENTS WHEN UNDERTAKING DUAL REPRESENTATION:

1. Disclose confidential information that the licensee may know about either client without that client's express consent.
2. Disclose the price the seller or landlord will take other than the listing price without the express consent of the seller or landlord.
3. Recommend or suggest a price the buyer or tenant should pay without the express consent of the buyer or tenant.
4. Recommend or suggest a price the seller or landlord should counter with or accept.

Seller acknowledges having read these provisions regarding the issue of dual representation. Seller is not required to accept this Paragraph 10 unless Seller wants to allow the Licensee to proceed as a dual agent ("Dual Agent") in this transaction. By checking "yes", initialing below and signing this agreement, Seller acknowledges that it has read and understands this Paragraph 9 and voluntarily consents to the licensee acting as a dual agent (that is, to represent BOTH the seller and buyer or landlord and tenant, as the case may be) should it become necessary to do so. Yes No (Seller initials) _____ (Buyer initials) _____

11. **ADDITIONAL TERMS AND PROPERTY INFORMATION.** Seller agrees that the following information is true and correct as of the date of this Agreement.

(a) Property PIN # 0908103007000 Homeowner's Exemption: Yes No
Senior Citizen's Exemption: Yes No
Senior Freeze Exemption: Yes No

(b) Current assessed value equals \$ _____ and includes _____
Waiver of Right of First Refusal necessary: Yes No

(c) Seller (check one) _____ is _____ is not aware of a proposed special assessment. Seller shall keep listing Broker informed of all Board of Directors/Managers actions. Seller shall keep Broker informed of all changes to the above.

(d) Property is the subject of special assessment as follows: _____ with a remaining balance due of \$ _____ payable through _____

(e) The lot size is approximately _____ Approximate square feet of Property: _____
(f) Heating cost is approximately \$ 300 (XII / I II) / Month \$ _____ / Year.

12. Address of this section: _____ If this property is new construction, the following information is required.

Area	Finish	Tabletop	Type
Interior Walls	<u>brick</u>	<u>average</u>	
Ceiling			

13. If the property is income or commercial property, Seller shall provide Broker with accurate copies of all leases, income and expense statements, and all existing environmental reports and relevant information necessary to market the property within 14 days after the date of this agreement.

14. Seller warrants that the property is located within the City of _____ local ordinance requires that all properties have smoke and carbon monoxide detectors present and in working condition. Seller shall comply with these ordinances. In addition, Seller shall provide Broker with the following if applicable, at least 72 hours immediately prior to the closing date set forth in the Accepted Offer: (a) Residential Real Property Disclosure Report; (b) Heat Disclosure; (c) Lead Paint Disclosure; (d) Radon Disclosure; and (e) Zoning Certificate.

15. **FIXTURES AND PERSONAL PROPERTY.** In conjunction with any Accepted Offer, Seller agrees to transfer by a bill of sale, all fixtures, electrical and plumbing systems that serve the Property together with the following to the buyer (check or enumerate applicable):

- Range
- Dishwasher
- Chandelier
- Microwave
- Dishwasher
- Charge disposal
- Landscaping
- Wells
- Fences
- Driveway
- Pool
- Hot tub
- Ping Pong table
- Smoke and carbon monoxide detectors
- Intercom system
- Security system (rented or owned) (strike one)
- Satellite Dish
- TV antenna
- LCD plasma/television equipment
- Stereo speakers/surround sound
- Central Vacuum/Blower
- Window air conditioner
- Electronic air filter
- Central humidifier
- Lighting fixtures
- Electronic garage door(s) with remote unit(s)
- Wall to wall carpeting
- Fireplace gas log
- Firewood
- Attached gas grill
- Existing storm doors and screens
- Window treatments
- Home warranty (as attached)
- Built in or attached shelves or cabinets
- Ceiling fan
- Radiator covers
- All planted vegetation
- Outdoor play sets/swings
- Outdoor shed

16. Seller agrees to pay the following: _____
The following items are excluded: _____
Seller initials: RM Broker initials: BS

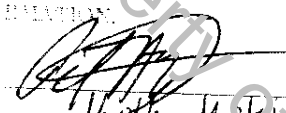
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PROMOTION AND ADVERTISING PROPERTY. Broker is hereby authorized to promote and advertise the Property as Broker, unless otherwise indicated, but not limited to (i) displaying signs on the Property, (ii) placing the Property in any multiple listing service in which Broker participates at the time a contract is executed, (iii) promoting the Property on Broker's internet website and on the internet website of other brokers, and/or through any other advertising medium which Broker may subscribe to or otherwise use, and (iv) releasing information as to the amount of the selling price, type of financing, and number of days to sell this Property to any multiple listing service or any other party to allow third parties to write comments or reviews about the Property, or display a hyperlink to such comments or reviews, or to include an automated estimate of the fair market value of the Property, or display a hyperlink to such an estimate. The foregoing shall be subject to the Seller's request, in writing, at the end of the Paragraph 11, and writing in initials below Seller requests that an automated estimate of the fair market value of the Property be disabled or discontinued. Broker in turn will disable or discontinue such designated features on its website, and will communicate to each multiple listing service in which it participates, and to each broker or other third party on whose internet website the Property is promoted or advertised, that the Seller has elected to have one or both of these features disabled or discontinued. However, notwithstanding any such Seller request, a broker's internet website may (1) communicate the Broker's professional judgment concerning the Property, and (2) notify its customers and visitors to its website that a feature has been disabled or discontinued "at the request of Seller".

- (1) Disable Automated Estimate of Market Value of Property.
- (2) Disable/Discontinue Comments/Reviews regarding Property.
- (3) Disable/Discontinue Automated Estimate of Market Value of Property.

THIS AGREEMENT INCLUDES THE GENERAL PROVISIONS ON THE FOLLOWING PAGE.

SELLER'S INFORMATION:

Seller's Signature: 
 Seller's Signature: Kathy Maty
 Date: 08.06.2013

Name: KATHY & Peter Maty
 Address: 5922 N. Ottawa
 City: Chicago State: IL Zip: 60631
 Office Phone: 773 835-8901

BROKER'S INFORMATION:

Managing Broker's Signature: Lakewood Realty
 Date: 08.06.2013 (Effective Date)

Broker's Name (print): LAKWOOD REALTY
 Office Address: 5215 N. Halsted Ave
 City: Chicago State: IL Zip: 60656
 Office Phone: 773.775.4646
 Home Phone: 773.805.0077

Fax: _____
 Email Address: _____

Equal Housing Opportunity Designation: JANBARA SZYMANSKA
 Designated Agent Identification Number: 123004

Office Address: 5215 N. Halsted Ave
 City: Chicago State: IL Zip: 60656

Office Phone: _____
 Home Phone: _____
 Cell Phone: _____

Fax: _____
 Email Address: _____

Seller Initials: PM

Seller Initials: KM

Broker Initials: BS

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MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) PIOTR LATKA

3 Seller(s) (Please Print) _____

4 If Dual Agency applies, complete Optional Paragraph 41.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the Property, all improvements, the fixtures and
 6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
 7 Real Estate with the approximate lot size or acreage of common commonly known as:

8 410 3rd Ave , Des Plaines, Illinois 60016
 9 Address City State Zip

10 COOK 09081030070000
 11 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) _____; identified as Space(s) # _____;

13 (check type) deeded space limited common element assigned space.

14 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and included Personal Property are owned by
 15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
 16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
 17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

- | | | | |
|---|---|---|--|
| 19 <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input checked="" type="checkbox"/> Light Fixtures, as they exist |
| 20 <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> Window Air Conditioners | <input type="checkbox"/> Water Softener (owned) | <input checked="" type="checkbox"/> Built-in or Attached Shelving |
| 21 <input type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pumps | <input checked="" type="checkbox"/> All Window Treatments & Hardware |
| 22 <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter | <input checked="" type="checkbox"/> Existing Storms & Screens |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security Systems (owned) | <input type="checkbox"/> Fireplace Gas Logs |
| 25 <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Garage Door Openers | <input type="checkbox"/> Invisible Fence System, Collars & Box |
| 26 <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input checked="" type="checkbox"/> Smoke Detectors |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Playsets | <input checked="" type="checkbox"/> All Tacked Down Carpeting | <input checked="" type="checkbox"/> Carbon Monoxide Detectors |

28 Other items included: N/A

29 Items NOT included: N/A

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
 31 operating condition at Possession, except: N/A

32 A system or item shall be deemed to be in operating condition if it performs the function for which it is
 33 intended, regardless of age, and does not constitute a threat to health or safety.

34 Home Warranty shall shall not be included at a Premium not to exceed \$ 0.

35 **4. PURCHASE PRICE:** Purchase Price of \$ 315,000 shall be paid as follows: Initial earnest money
 36 of \$ 5,000 by check, cash OR note due on ACCEPTANCE, 2013 to be increased
 37 to a total of \$ N/A by N/A, 2013. The earnest money shall be held by the
 38 [check one] Seller's Broker Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
 39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial <u>PL</u>	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address <u>410 3rd Ave , Des Plaines, Illinois 60016</u>			v5.0e

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479 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND**
 480 **DELIVERED TO THE PARTIES OR THEIR AGENTS.**

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
 482 Residential Real Estate Contract 5.0.

483 8/12/13 _____ DATE OF ACCEPTANCE

484 Date of Offer _____ DATE OF ACCEPTANCE

485 *[Signature]* _____ Seller Signature

486 Buyer Signature _____ Seller Signature

487 _____ Seller Signature

488 Buyer Signature _____ Seller Signature

489 **PIOTR LATKA** _____ Print Seller(s) Name(s) [Required]

490 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required]

491 _____ Address

492 Address _____ Address

493 _____ City State Zip City State Zip

494 City State Zip _____ City State Zip

495 _____ Phone E-mail Phone E-mail

496 Phone E-mail _____ Phone E-mail

497 _____ **FOR INFORMATION ONLY**

498 **Remax CITY** _____ Seller's Broker MLS #

499 Buyer's Broker _____ Seller's Broker MLS #

500 **KINGA ANDRZEJEWSKA 171726** _____ Seller's Designated Agent MLS #

501 Buyer's Designated Agent _____ Seller's Designated Agent MLS #

502 **773 704 4301 847-967-3330** _____ Phone Fax Phone Fax

503 Phone Fax _____ Phone Fax

504 **KIM.BROKER@YAHOO.COM** _____ E-mail

505 E-mail _____ E-mail

506 **WYSZYNSKI** _____ Seller's Attorney E-mail

507 Buyer's Attorney _____ Seller's Attorney E-mail

508 **847 954 2100** _____ Phone Fax Phone Fax

509 Phone Fax _____ Phone Fax

510 **BARBARA WOJTACH** _____ Homeowner's/Condo Association (if any) Phone

511 Mortgage Company _____ Homeowner's/Condo Association (if any) Phone

512 **847 341 1216** _____ Management Co. /Other Contact Phone

513 Loan Officer _____ Management Co. /Other Contact Phone

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518 Northwest Suburban Bar Association • Chicago Association of REALTORS®

519 Mainstreet Organization of REALTORS® • Aurora-Tri County Association of REALTORS® • West Towns Board of REALTORS®

520 REALTOR® Association of Northwest Chicagoland • REALTOR® Association of the Fox Valley

521 Oak Park Area Association of REALTORS® • McHenry Association of REALTORS® • Three Rivers Association of REALTORS®

522 North Shore-Barrington Association of REALTORS®

523 **Seller Rejection:** This offer was presented to Seller on _____, 20____ at ____:____ AM/PM
 524 and rejected on _____, 20____ at ____:____ AM/PM _____ (Seller initials).

Buyer Initial *PL* Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address **410 3rd Ave, Des Plaines, Illinois 60016** _____ v5.0

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LAKEWOOD REALTY GROUP Inc.,

Broker's Statement

Date of Closing..... N/Known

Date of Transaction..... 08.12.2013

Address of the Property..... 410 3rd Ave

Selling price \$315,000 Des Plaines IL 60016

Earnest Money Amount..... -

Total Commission..... 5% \$15,750

Selling Office Commission..... \$7600 (Dennys City)

Listing Office Commission..... 7,875

Amount due from Seller..... \$7,875.00

Date..... 09.01.2013

Managing Broker

[Handwritten Signature]
5215 N. Halsted Ave
Chicago IL 60656

Property Of Cook County Clerk's Office

