

UNOFFICIAL COPY



Doc#: 1429534019 Fee: \$80.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/22/2014 09:07 AM Pg: 1 of 22

CLAIM OF LIEN

The undersigned hereby claims a Real Estate Contract Lien per attached contract as to having a binding and enforceable contract to purchase the Property commonly known as 2953 W. George in Chicago, Illinois 60618 and identified as follows:

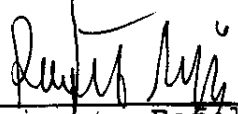
LOT 25 IN GIVENS AND GILBERT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. : 13 - 25 - 133 - 001 - 0000

Subscribed and Sworn to
Before Me this 21 day
of October 2014



Notary Public



Lien Claimant, Rafal Maj

OFFICIAL SEAL
MIECZYSLAW SKIBA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 28, 2017

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F476-4B28-8F30-DD9E92811383



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".
 2 Buyer Name(s) (please print) RAFAL MAJ
 3 Seller Name(s) (please print) FREDDIE MAC
 4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
 6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
 7 with approximate lot size or acreage of PER SURVAY commonly known as:
 8 2963 W GEORGE ST CHICAGO IL 60618
 9 Address City State Zip
 10 COOK
 11 County Unit # (If applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Town Home Parking is included: # of spaces(s) _____; identified as Space(s) # _____
 13 [check type] deeded space, PIN: 13251330010000 limited common element assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 211900.00. After the payment of
 15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
 16 Closing in "Good Funds" as defined by law.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:
 18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".
 19 Initial Earnest Money of \$ 2000 shall be tendered to Escrowee on or before 3 day(s) after Date
 20 of Acceptance. Additional Earnest Money of \$ _____ shall be tendered by _____, 20 ____.

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal
 22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,
 23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,
 24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at

- 25 Closing [Check or enumerate applicable items]:
- | | | | |
|--|--|--|---|
| 26 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| 27 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or attached shelving |
| 28 <input type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> All Window Treatments & Hardware |
| 29 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Existing Storms and Screens |
| 30 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| 31 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Fireplace Gas Log(s) |
| 32 <input type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> Burglar Alarm System, Collar & Box |
| 33 <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| 34 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Play Set(s) | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Carbon Monoxide Detectors |

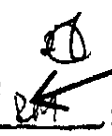
35 Other Items Included at No Additional Cost: N/A
 36
 37 Items Not Included: N/A
 38

39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
 40 operating condition at Possession except: N/A
 41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
 42 intended, regardless of age, and does not constitute a threat to health or safety.
 43 If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial RM. Buyer Initial _____ Seller Initial [Signature] Seller Initial _____
 Address: 2963 W GEORGE ST CHICAGO IL 60618 060
 Page 1 of 13

UNOFFICIAL COPY

DocuSign Envelope ID: 148CC8F1-F479-4B28-8F30-DD9E2811363

10/2 

44 6. CLOSING: Closing shall be on ~~09/08~~ 10/2 20 14 or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR
51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.

52 This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventional;
53 FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other CASH loan for ___ %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed ___ % per annum, amortized over not less than ___ years.
56 Buyer shall pay an origination fee and/or discount points not to exceed ___ % of the loan amount. Buyer
57 shall pay the cost of application, usual and customary processing fees and closing costs charged by lender.
58 (Complete Paragraph 35 if closing cost credits apply). Buyer shall make written loan application within five (5)
59 Business Days after the Date of Acceptance and shall cause an appraisal of Real Estate to be ordered by the
60 lender no later than ten (10) Business Days after the Date of Acceptance; failure to do either shall constitute an
61 act of Default under this Contract.

62 If Buyer, having applied for the loan specified above (complete both a) and b):

63 a) is unable to provide written evidence that the loan application has been submitted for underwriting
64 approval by Buyer's lender on or before _____, 20 ____, (if no date is inserted, the date shall
65 be thirty (30) days after the Date of Acceptance) either Buyer or Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) is unable to obtain a written "Clear to Close" from Buyer's lender on or before _____, 20 ____,
69 (if no date is inserted, the date shall be forty-five (45) days after the Date of Acceptance) either Buyer or
70 Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later
71 than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

72 A Party causing delay in the loan approval process shall not have the right to terminate under either of the
73 preceding paragraphs. In the event neither Party elects to declare this Contract null and void as of the latter
74 of the dates specified above (as may be amended from time to time), then this Contract shall continue in full
75 force and effect without any loan contingencies.

76 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
77 closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
78 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
79 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

80 9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
81 [check one] has has not received a completed Illinois Residential Real Property Disclosure;
82 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
83 [check one] has has not received a Lead-Based Paint Disclosure;
84 [check one] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";
85 [check one] has has not received the Disclosure of Information on Radon Hazards.

Buyer Initial RM. Buyer Initial _____
Address: 2863 W GEORGE ST
Page 2 of 13

Seller Initial  Seller Initial _____
CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4826-8F30-DD9E92811983

86 **10. PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;
 87 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
 88 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
 89 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
 90 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
 91 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
 92 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
 93 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
 94 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
 95 shall be prorated as of the date of Closing based on ____ % of the most recent ascertainable full year tax bill. All
 96 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
 97 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
 98 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
 99 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
 100 this Paragraph shall survive the Closing.

101 **11. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
 102 Parties, by Notice, may:

- 103 a) Approve this Contract; or
 104 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
 105 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
 106 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
 107 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
 108 shall be null and void; or
 109 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
 110 declare this Contract null and void and this Contract shall remain in full force and effect.

111 Unless otherwise specified, all Notices shall be deemed to be pursuant to Paragraph 11 c). If Notice is not
 112 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
 113 Parties and this Contract shall remain in full force and effect.

114 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense (unless
 115 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
 116 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based
 117 paint hazards or wood-destroying insect infestation.

- 118 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
 119 and are not a part of this contingency. The fact that a functioning major component may be at the end of
 120 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall
 121 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
 122 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
 123 major components of the Real Estate, including but not limited to central heating system(s), central cooling
 124 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceiling, floors,
 125 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
 126 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
 127 radon mitigation is performed, Seller shall pay for any retest.
 128 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
 129 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports

Buyer Initial RM Buyer Initial _____
 Address: 2983 W GEORGE ST

Seller Initial JT Seller Initial _____
 CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4B28-8F30-DD9E92811383

130 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
 131 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
 132 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
 133 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
 134 null and void.

135 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 136 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 137 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
 138 shall not include any portion of the inspection reports unless requested by Seller.

139 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 140 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
 141 in full force and effect.

142 13. **HOMEOWNERS INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
 143 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
 144 Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
 145 with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
 146 served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
 147 shall remain in full force and effect.

148 14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 149 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
 150 Seller within ten (10) Business Days after the Date of Acceptance or by the date specified in Paragraph 8 a),
 151 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
 152 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
 153 Disclosure Act.

154 15. **CONDOMINIUM/Common Interest Association:** (If applicable) The Parties agree that the terms
 155 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
 156 conflicting terms.

157 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
 158 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all
 159 amendments; public and utility easements including any easements established by or implied from the
 160 Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
 161 imposed by the Condominium Property Act; installments due after the date of Closing of general
 162 assessments established pursuant to the Declaration/CCRs.

163 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
 164 special assessments confirmed prior to the Date of Acceptance.

165 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
 166 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
 167 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

168 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
 169 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
 170 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able
 171 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
 172 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
 173 appearance of Buyer or additional documentation, Buyer agrees to comply with same.

Buyer Initial RM. Buyer Initial _____
 Address: 2983 W GEORGE ST

Seller Initial J Seller Initial _____
 CHICAGO IL 60618 06.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4828-8F30-DD9E92811383

174 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
 175 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
 176 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
 177 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
 178 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
 179 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
 180 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
 181 waived this contingency, and this Contract shall remain in full force and effect.

182 f) Seller shall not be obligated to provide a condominium survey.

183 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

184 16. ~~THE DEED:~~ Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
 185 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
 186 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller
 187 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
 188 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they
 189 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and
 190 payable at the time of Closing.

191 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

192 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
 193 closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
 194 by municipal ordinance shall be paid by the Party designated in such ordinance.

195 b) The Parties agree to comply with the recording requirements of the applicable sections of the Internal
 196 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

197 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 198 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
 199 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by
 200 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance,
 201 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the
 202 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence
 203 of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title
 204 commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other
 205 survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or
 206 encroachments removed, or have the title insurer commit to either insure against loss or damage that may
 207 result from such exceptions or survey matters or insure against any court-ordered removal of the
 208 encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect
 209 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or
 210 ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and
 211 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

212 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 213 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of
 214 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
 215 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
 216 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
 217 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set

Buyer Initial RM. Buyer Initial _____
 Address: 2883 W GEORGE ST

Seller Initial 20 Seller Initial _____
 CHICAGO IL 60618 06.0

Page 5 of 13

* ADDENDUM LANGUAGE CONTROLS

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4B26-8F30-DD9E92811983

218 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
 219 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
 220 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
 221 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

222 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
 223 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 224 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 225 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 226 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 227 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 228 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
 229 shall be applicable to this Contract, except as modified by this paragraph.

230 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
 231 condition. All real and personal property that is not to be conveyed to Buyer shall be removed from the Real
 232 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
 233 fixtures and included Personal Property prior to Possession to verify that the Real Estate improvements and
 234 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
 235 and tear excepted.

236 **22. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
 237 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
 238 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
 239 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
 240 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
 241 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
 242 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
 243 promptly upon demand.

244 **23. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 245 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
 246 written notice from any association or governmental entity regarding:

- 247 a) zoning, building, fire or health code violations that have not been corrected;
 248 b) any pending rezoning;
 249 c) boundary line disputes;
 250 d) any pending condemnation or Eminent Domain proceeding;
 251 e) easements or claims of easements not shown on the public records;
 252 f) any hazardous waste on the Real Estate;
 253 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
 254 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
 255 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

256 Seller further represents that:

- 257 *(Initial)* There *(check one)* is is not a pending or unconfirmed special assessment
 258 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 259 The Real Estate *(check one)* is is not located within a Special Assessment Area or
 260 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

Buyer Initial RM. Buyer Initial
 Address: 2963 W GEORGE ST

Seller Initial 27 Seller Initial
 CHICAGO IL 60618 06.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4828-8F30-DD9E92811383

- 261 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 262 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
 263 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 264 terminate this Contract by Notice to Seller and this Contract shall be null and void.
- 265 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
 266 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
- 267 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
 268 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
 269 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
 270 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
 271 digital signature may be produced by use of a qualified, established electronic security procedure mutually
 272 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
 273 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
 274 the digital signature and sending same by electronic mail.
- 275 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
 276 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 277 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 278 competent jurisdiction."
- 279 In the event either Party has declared the Contract null and void or the transaction has failed to close as
 280 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
 281 order, the Escrowee may elect to proceed as follows:
- 282 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 283 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
 284 intends to disburse in the absence of any written objection. If no written objection is received by the date
 285 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
 286 to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
 287 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
 288 court of competent jurisdiction.
- 289 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 290 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
 291 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
 292 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
 293 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
 294 Escrowee for additional costs and fees incurred in filing the Interpleader action.
- 295 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 296 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 297 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
- 298 a) By personal delivery; or
 299 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested, except
 300 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
 301 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 302 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted

Buyer Initial RM. Buyer Initial _____
 Address: 2983 W GEORGE ST

Seller Initial ST Seller Initial _____
 CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 148CC881-F479-4828-4F30-DD6E92811383

- 345 **b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**
 346 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
 347 is in full force and effect as of _____, 20 _____. Such contract should provide for a closing
 348 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
 349 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
 350 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
 351 real estate is not served on or before the close of business on the date set forth in this subparagraph,
 352 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
 353 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
 354 be completed.)
- 355 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
 356 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
 357 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
 358 Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale
 359 of Buyer's real estate is served before the close of business on the next Business Day after the date set
 360 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
 361 in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this
 362 Paragraph 32, and this Contract shall remain in full force and effect.
- 363 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
 364 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
 365 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
 366 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
 367 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
 368 within the time specified, Buyer shall be in default under the terms of this Contract.
- 369 **c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
 370 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 371 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
 372 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
 373 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
 374 Paragraph 32 d).
- 375 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
 376 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
 377 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
 378 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
 379 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 380 a) By personal delivery effective at the time and date of personal delivery; or
 381 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
 382 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 383 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
 384 Chicago time on the next delivery day following deposit with the overnight delivery company,
 385 whichever first occurs.
- 386 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.
 387 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
 388 Buyer, this Contract shall be null and void.

Buyer Initial RM. Buyer Initial _____
 Address: 2963 W GEORGE ST

Seller Initial EG Seller Initial _____
 CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F478-4828-3F30-DD0E92811353

389 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
390 Paragraph 27 of this Contract.

391 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
392 representative.

393 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
394 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
395 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
396 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
397 deemed ineffective and this Contract shall be null and void.

398 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
399 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

400 **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
401 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
402 _____. In the event the prior contract is not cancelled within the time specified, this
403 Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served
404 until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
405 satisfied or waived.

406 **34. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost
407 of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

408 **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1
409 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to
410 credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

411 **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
412 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
413 **SHALL NOT APPLY (CHOOSE ONLY ONE):**

414 a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing,
415 in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
416 amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
417 Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
418 to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
419 financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to provide
420 the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully
421 complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller,
422 whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall
423 constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
424 fee equally. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale
425 and/or closing of Buyer's existing real estate.

426 b) **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the
427 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
428 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer
429 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
430 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
431 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
432 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and

Buyer Initial RM Buyer Initial _____
Address: 2953 W GEORGE ST

Seller Initial JJ Seller Initial _____
CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4B29-8F30-DC9E22811383

433 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
 434 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
 435 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
 436 of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon
 437 Buyer obtaining a commitment for financing. Buyer understands and agrees that, so long as Seller has fully
 438 complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller,
 439 whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall
 440 constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.
 441 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
 442 closing of Buyer's existing real estate.

443 _____ 37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, required FHA or VA
 444 amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage
 445 Insurance Premium (MIP) shall be paid by Buyer and (check one) shall shall not be added to the mortgage loan amount.

446 _____ 38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well
 447 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria
 448 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
 449 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
 450 Closing, stating that the well and water supply and the private sanitary system are in operating condition with no
 451 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
 452 if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the
 453 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
 454 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
 455 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a
 456 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
 457 Closing. Seller shall deliver a copy of such evaluation(s) to Buyer no less than one (1) Business Day prior to Closing.

458 _____ 39. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12,
 459 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
 460 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
 461 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
 462 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
 463 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
 464 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

465 _____ 40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the
 466 date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
 467 utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall
 468 deposit in escrow at Closing with _____, [check one] one percent (1%)
 469 of the Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:

- 470 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 471 and including the day of delivery of Possession, if on or before the Possession Date;
 472 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 473 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial RM Buyer Initial _____
 Address: 2809 W. GEORGE ST

Seller Initial JB Seller Initial _____
 CHICAGO IL 60618 v6.0

UNOFFICIAL COPY

DocuSign Envelope ID: 1480C881-4778-4828-8F30-D09E82611383

474 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
475 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
476 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

477 RM 41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As
478 is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
479 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those
480 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
481 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold
482 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
483 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is
484 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,
485 this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and
486 Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.
487 Failure of Buyer or Seller to conduct said inspection operates as a waiver of Buyer's right to terminate
488 this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges
489 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

490 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
491 Estate by NA
492 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified
493 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall
494 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the
495 Parties and this Contract shall remain in full force and effect.

496 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
497 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
498 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer
499 shall be responsible for any administrative fee (not to exceed \$200) charged for setting up the account. In
500 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
501 prior to the anticipated Closing date.

502 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
503 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
504 with such additional terms as either Party may deem necessary, providing for one or more of the following (check applicable boxes):

- 505 Articles of Agreement for Deed Assumption of Seller's Mortgage Commercial/Investment
- 506 or Purchase Money Mortgage Cooperative Apartment New Construction
- 507 Short Sale Tax-Deferred Exchange Vacation Land

508 ~~EDMS 300-011 LEFT INTENTIONALLY BLANK~~

509
510
511

Buyer Initial RM Buyer Initial _____
Address: 2903 W GEORGE ST

Seller Initial 07 Seller Initial _____
CHICAGO IL 60618 06.0

UNOFFICIAL COPY

DocuSign Envelope ID: 14BCC881-F479-4828-8F30-DD9E92811963

512 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 513 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 514 MULTIBOARD RESIDENTIAL REAL ESTATE CONTRACT 6.8.

515 6/20/2014

516 Date of Offer 6/20/2014 DATE OF ACCEPTANCE 9/12/14

517 [Signature] Buyer Signature Seller Signature Brian Tracy

518 [Signature] Buyer Signature Codilis & Associates, P.C. Attorney in Fact

519 [Signature] Buyer Signature Seller Signature FALMC

520 Print Buyer(s) Name(s) (Required) Print Seller(s) Name(s) (Required)

521 RAFAL MAJ

522 Address Address

523 4038 N PULASKI IL 60641

524 City State Zip City State Zip

525 CHICAGO IL 60641

526 Phone E-mail Phone E-mail

FOR INFORMATION ONLY

530 Buyer's Brokerage RE/MAX Cityview 15904

531 RE/MAX LANDMARK CHICAGO MLS # 12774 Seller's Brokerage 6430 N Central Ave, Chicago, IL 60646 MLS #

532 Address City Zip Address City Zip

533 6020 W HIGGINS AVE CHICAGO 60630 Robert Padron 141896

534 Buyer's Designated Agent MLS # Seller's Designated Agent MLS #

535 MATT SKIBA 12684 773-631-8280 773-631-8284

536 Phone Fax Phone Fax

537 773-908-0821 robert.p@remax-cityview.com

538 E-mail E-mail

539 melandmark@gmail.com Codilis & Assoc

540 Buyer's Attorney E-mail Seller's Attorney E-mail

541 Ted Gauza tedgauza@yahoo.com

542 Address City Zip Address City Zip

543 224-616-8123 733-466-1486 630-794-6300 630-794-9090

544 Phone Fax Phone Fax

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

546 N/A N/A

547 Loan Officer Phone/Fax Management Co./Other Contact Phone

548 N/A N/A

549 Loan Officer E-mail Management Co./Other Contact E-mail

550 N/A

551 N/A

552 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

553 Seller rejection: This offer was presented to Seller on _____ 20____ at _____ A.M./P.M. and rejected on _____

554 _____ 20____ at _____ A.M./P.M. (Seller Initials)

555 © 2014 Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at
 556 www.illinoisrealestatelawyers.com. Approved by the following organizations, July 2014: Illinois Real Estate Lawyers Association · DuPage County Bar Association
 557 McHenry County Bar Association · Northwest Suburban Bar Association · Will County Bar Association · Chicago Association of REALTOR® · Howard REALTOR® Organization · Will Valley
 558 Association of REALTOR® · Kanehan-Isopoto-Ford County Association of REALTOR® · Metropolitan Organization of REALTOR® · North Shore-Barrington Association of REALTOR® · Oak Park
 559 Area Association of REALTOR® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of REALTOR®

Buyer Initial RM. Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address: 2963 W GEORGE ST CHICAGO IL 60618 v6.0

UNOFFICIAL COPYHomeSteps File No: 1088503

ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)

This Addendum is to be made a part of the agreement (Contract of Sale) dated September 10, 2016 between Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and Rafael Mai (Purchaser), for the property located at: 2953 W GEORGE ST, CHICAGO, IL, 60618 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE: Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

→ RM (Purchaser's Initials) **IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.**

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE: The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

Seller's Initials _____
Buyer's Initials RM

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

UNOFFICIAL COPY

- 3. UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.
- 4. TIME IS OF THE ESSENCE: CLOSING. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO.** Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before October 2, 2014, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the earnest money deposit in certified funds to the real estate broker listing the property or as provided pursuant to a separate agreement with Seller ("Broker"). The earnest money deposit shall be held by the Closing Agent in escrow or Broker in a noninterest bearing account. At closing, Purchaser must pay any amount due by certified, bank, or cashier's checks made payable to the Closing Agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 50.00 per calendar day through and including the new closing date specified in the written extension.
- 5. PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.
- 6. OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.
- 7. DELIVERY OF POSSESSION:** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

Seller's Initials: ES
Buyer's Initials: ES

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

UNOFFICIAL COPY

1. CONDITION OF PROPERTY:

a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.

Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing.

PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY.

Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply or ingress/egress access, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high-sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

c. Purchaser understands and agrees that the Property may contain local or state building code violations as well as violations of condominium association, homeowners association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligations regarding title under paragraph 2.

2. INSPECTIONS AND DUE DILIGENCE RIGHT: CONTRACT CANCELLATION RIGHTS:

Seller authorizes Purchaser, at Purchaser's expense, KM (Purchaser's Initials) to make a complete inspection of the Property and conduct all desired, non-destructive tests, surveys, appraisals, investigations, examinations and inspections of the Property and title to the Property as Purchaser deems appropriate within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence

Seller's Initials SD
Buyer's Initials KM

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

UNOFFICIAL COPY

necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

P.M. (Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation.

PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES:** Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS:** Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

- a. Seller shall not repair or treat any such damage caused by termites or wood destroying insects.
 b. Seller agrees to limited repair and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00.

If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. **REPAIRS:** Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. **PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.**

13. **INDEMNIFICATION:** Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, losses, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING:** The type of financing shall be as follows (check paragraph (a), (b), or (c) below as applicable):
 a. Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ _____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance or obtain a valuation of the Property, such as an appraisal, so long as the sale closes on or before the date specified in Section 4 of this Addendum. The value used by your lender to assess your application for HomeSteps Financing will be the gross sales price listed in the Contract of Sale. HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$ _____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

Seller's Initials: _____
 Buyer's Initials: **P.M.**

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
 Version October 2012

UNOFFICIAL COPY

- Conventional, FHA, JVA,
- Other: _____

c. Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. APPLICATION FOR FINANCING: If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE: Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. CLOSING COSTS/CONCESSIONS:

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 0.00. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.

2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.

3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

4. Purchaser acknowledges the notice and information provided in this section 17.c,3, and makes the following selection (Purchaser must choose one):

Check One → Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent: _____ The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property: ATG The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

Seller's Initials _____
Buyers' Initials ATG

UNOFFICIAL COPY

18. TRANSFER TAXES/TAX STAMPS: Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. DEFAULT REMEDIES: In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event the Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all other claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. ASSIGNMENT: Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. PURCHASER'S REPRESENTATIONS: Purchaser represents that:

- a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.
- b. Purchaser is is not related by blood or marriage to the previous owner of the Property.
- c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps" Supplier Code of Conduct) approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier.
- d. **FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES.** Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)
- e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps' information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance

Seller's Initials
Buyer's Initials

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

UNOFFICIAL COPY

(including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE

22. ACCEPTANCE OF DEED/MERGER: The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. REAL ESTATE COMMISSION: The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

a. The real estate commission due the Broker, subject to any existing referral agreement, shall be 5.00 % of the contract sale price. OR

b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum flat fee of \$ _____.

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS: Seller shall not be responsible for any homeowner's or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES: Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 6:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS: Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

28. SEVERABILITY: The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

29. ALTERNATIVE DISPUTE RESOLUTION: In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form

Seller's Initials JA
Buyer's Initials SM

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

UNOFFICIAL COPY

of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. **ADDITIONAL CONDITIONS:**

FMPL OFFER PM to pay 500 towards HOW to be selected by buyer/No BCC/As Is Sale/Any lender required repairs may be added to sales price of home pending appraisal review.Seller neither provides nor pays for survey or survey affidavit. General real estate taxes shall be prorated at 100% of the most recent full year tax bill

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: [Signature] Brian Tracy
Godlis & Associates, P.C. Attorney in Fact

DATE: 9/12/14

PURCHASER(S):

BY: [Signature]

BY: _____

DATE: 9/10/2014

Seller's Initials [Signature]
Buyer's Initials [Signature]

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012