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STATE OF ILLINOIS)	
v.)	SS.
COUNTY OF COOK)	

MEMORANDUM OF REAL ESTATE CONTRACT



Prepared By: Rick J. Erickson, Attorney at Law, 716 Lee Street, Des Plaines, IL 60016

Mail to:

Rick J. Erickson Attorney at Law 716 Lee Street

Des Plaines, Illinois 60016

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MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.0



1. THE PARTIES: Buyer and Seller are	hereinafter referred to as the "D	nutina!	
Buyer Name(s) [please print] Jason Pet	erson & Angie Aquilore	arties ,	
Seller Name(s) Integre unint "Itase	a Rank & Truct under corre	40740	
Seller Name(s) [please print] <u>"ltasc</u> If Dual Agency Applies, Complete Optio	nal Paragraph 31	it number 12/13 dated	September 17, 201
2. THE REAL ESTATE: Real Estate also	Planda Caralland		
2. THE REAL ESTATE: Real Estate sha Property included therein. Seller agre	n be defined as the property, al	l improvements, the fix	tures and Personal
with approximate lot size or acreage of 1101 West Lake Street		com	monly known as:
Address	U⊓icago ∪	<u> </u>	60607
Cook	City	State	Zip
	nit # (If applicable)	17-08-428-026-1010	
If Condo/Coop/Tov ahome Parking Is Inc	duded: # of engage(a) 1	Permanent Index Numb	er(s) of Real Estate
[check type] deeded space, PIN:	False	identified as Space(s) #	· · · · · · · · · · · · · · · · · · ·
3 PURCHASE PRICE TIL D.	l III	ted common element	Jassigned space.
3. PURCHASE PRICE: The Purchase Pr	ce shall be \$ 1,190,000	Afte	er the payment of
Earnest Money as provided below, the Closing in "Good Funds" as defined by	balance of the Purchase Price, a	as adjusted by proration	ns, shall be paid at
	iaw.		
4. EARNEST MONEY: Earnest Money st	all be held in trust for the mutu	al benefit of the Parties	by Icheck and
minut Duffest Molica Of D 2000	Shall be tandored to Town-	1 / 4	
L marcol t terat Protect Put I (2) IAIO	cy of the 1000 (27,6 mg \$393) shall be	etendered hv. 3 Davs Afr	er#/I no
3. FIXTURES AND PERSONAL PROPER	TY AT NO ADDITIONAL COST.	All of the fine	
are owned by benef and to be	THEF S KNOWIEGOV are in amorat	more communications and the re-	
arress carefulse stated fletelli, Seller	197668 to transfer by R isser all 4	inches was a little of the	
and well systems together with the foll	Owing items of Personal Propo	ixiules, all hearing, ele	ctrical, plumbing,
Closing [Check or enumerate applicable	items):	ity at no additional cos	t by Bill of Sale at
☑ Refrigerator ☑ Central Air Condit	ioning Central Humidio	IZII ioha Eista	
✓ Oven/Range/Stove Window Air Cond	itioner(s) Water Softener (own	Light Fixture Built-in or att	s, as they exist
✓ Microwave ✓ Ceiling Fan(s) ✓ Dishwasher ✓ Untercom System	Sump Pump(s)	All Window Tr	palmonte fo Llowderes
✓ Dishwasher✓ Intercom System✓ Garbage Disposal✓ Backup Generator	Electronic or Media	Air Filte (s) 🎛 Existing Stori	ms and Screens
Trash Compactor Satellite Dish	Contrai vac & Equip	ment	eens/Doors/Grates
☑Washer ☐ Outdoor Shed	Security System(s) (o Garage Door Opener		Log(s)
☑ Dryer ☐ Planted Vegetation	with all Transmitters		System, Collar & Box
✓ Attached Gas Grill Outdoor Play Set(s) IZI All Tector Decore		
Other Items included at No Additional Co	st:		The Detectors
Itams Not Included: Large matel deere to be			
Items Not Included: Large metal doors to be	removed		
Seller warrants to Buyer that all fixture	s, systems and Personal Prope	erty included in this Co	ontract shall be in
operating condition at Possession excep A system or item shall be deemed to			
) Driver be accined to	DE IL ODERAHIU CONCINOS II I	t mortomer the formation	n for which it is
intended, regardless of age, and does no	constitute a threat to health or	safety.	
If Home Warranty will be provided, co	mplete Optional Paragraph 34.		
Cos / L)8 <i>O</i> b	Ωn	
Buyer Initial Buyer Initial	C.H	· Initial Seller	T (1)
Buyer Initial Ruyer Initial Address: 1101 West Lake St Unit 5E Chicago	11 60607 Setter	seller Seller	Initial
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44	6. CLOSING: Closing shall be on January 14 20 15 or at such time as mutually agreed by the
45 46	arties in writing, Closing shall take place at the escrow office of the title company for its invited again,
	issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.
47 48	7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing
49	Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.
50	
51	8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OF
52	Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE. This Contract is contingent upon Buyer obtaining a fallock and IT is a set of the provision of this Paragraph 8 are NOT APPLICABLE.
53	This Contract is contingent upon Buyer obtaining a [check one] I fixed; adjustable; [check one] conventional; FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other Jumbo loan for 70 % of the Purchase Price, plus private markets in a contract of the Purchase Price.
5 4	of the functions of fice, plus private mortgage insurance (PMI), it required with an interact rate (initial rate if any
55	adjustable rate mortgage used) not to exceed 4.5 % per annum, amortized over not less than 30 years
56	buyer shall pay 10 an origination fee and/or discount points not to exceed 1 % of the loop exceed 1
57	shall pay the cost of application, usual and customary processing fees and closing costs charged by landar
58	(Complete Paragraph, 35 it closing cost credits apply). Buyer shall make written loan application within fire (5)
59 60	business Days after the Date of Acceptance and shall cause an appraisal of Real Fetate to be ordered by the
61	lender no later than ten (10) Business Days after the Date of Acceptance; failure to do either shall constitute an act of Default under this Contract.
62	If Buyer, having applied for the loar specified above [complete both a) and b)]:
63	a) is unable to provide written evicence that the loan application has been authority to
64	approval by buyer's lender on or before 20 (if no date is inserted, the date shall
65	big and the Date of Acceptance of Duver of Seller shall have the ontion 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 69	b) is unable to obtain a written "Clear to Close" from Luyer's lender on or before 15 Days of HSCTG Expiration 20
70	(if no date is inserted, the date shall be forty-five (45) days after the Date of Acceptance) either Buyer or
71	Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any expension date agreed to by the Parties in writing.
72	A Party causing delay in the loan approval process shall not have the light 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	Torce and effect without any loan contingencies.
76	Unless otherwise provided in Paragraph 32, this Contract shall not be continged 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 70	paragraph it 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 82	[check one] has has not received a completed Illinois Residential Real Property Disclosure;
83	[check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home"; [check one] has has not received a Lead-Based Paint Disclosure;
84	[check one] has we received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";
85	[check one] has has not received the Disclosure of Information on Radon Hazards.
	Cos Cos a
	Buyer Initial Seller Initial Seller Initial
	Address: 1101 West Lake St Unit 5E Chicago IL 60607 v6.0 Page 2 of 13
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86	10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants;
87	Special Service Area of Special Assessment Area fax for the year of Closing only, utilities, wroter and assessment
88	rioneowner 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 \$ 885
91	per month (and, if applicable Master/Umbrella Association fees are \$
92	Select agrees to pay prior to or at Closing any special assessments (by any association or governmental autilia)
93	confirmed prior to the Date of Acceptance, Special Assessment Area or Special Service Area installments during
94	after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Fetato taxon
95	shall be provided as of the date of Closing based on 110 % of the most recent ascertainable full year tay bill. All
96	prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
97	ascertainade un year tax bill reflects a homeowner, senior citizen or other exemption a senior franza or contar
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 raragraph shair curvive 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 Ox
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 ter imate this Contract by serving Notice, whereupon this Contract
108	shan 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 Confract null and void and this Contract shall remain in full force and effect.
111	Unless otherwise specified, all Notices shall be deemed raide pursuant to Paragraph 11 c). If Notice is not
112	served within the time specified herein, the provisions of his 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 Fetate 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
122 123	negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
123 124	major components of the Real Estate, including but not limited to central heating system(s), central cooling
125	system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
126	appliances and foundation. A major component shall be deemed to be in operating condition if it performs
127	the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If 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 Seller Initial Seller Initial
	Buyer Initial Seller Initial Seller Initial Seller Initial V6.0
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- within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard 130
- inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance 131
- written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either 132
- 133 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be 134 null and void.
- c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection 135
- reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller 136
- 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
- in full force and effect. 141
- 13. HOMEOWINE RINSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an 142
- 143 Insurance Service Critanization HO-3 or equivalent policy at standard premium rates within ten (10) Business
- Days after the Date (tracceptance. If Buyer is unable to obtain evidence of insurability and serves Notice 144
- with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not 145
- served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract 146
- shall remain in full force and office. 147
- 148 14. FLOOD INSURANCE: Buyer shall nave 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
- Seller within ten (10) Business Days after the Date of Acceptance or by the date specified in Paragraph 8 a), 150
- whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full 151
- 152 force and effect. Nothing herein shall be deemed to effect any rights afforded by the Residential Real Property
- Disclosure Act. 153
- 15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS. (If applicable) The Parties agree that the terms 154
- contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any 155
- 156
- a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions 157
- of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all 158
- 159 amendments; public and utility easements including any easement, established by or implied from the
- Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions 160
- imposed by the Condominium Property Act; installments due after the date of Closing of general 161
- 162 assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied price to Closing and for all 163 special assessments confirmed prior to the Date of Acceptance. 164
- Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between 165 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement 166
- 167 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void. d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
- upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but 169
- no later than the time period provided for by law. This Contract is subject to the condition that Seller be able 170
- to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to 171
- 172 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal

appearance of Buyer or additional documentation, Buyer agrees to comply with same. 173

Buyer Initial Buyer Initial	9	Seller Initial	Seller Initial	
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- 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 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or 176 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then 177 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the 178 179 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 waived this contingency, and this Contract shall remain in full force and effect. 181
- 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 DEEP: Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and merchantable litle to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate dee' if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise 'les' gnated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Clocking.
- 191 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:
- 192 a) The Parties are cautioned that the keal Estate may be situated in a municipality that has adopted a pre-193 closing inspection requirement, muricipal Transfer Tax or other similar ordinances. Transfer taxes required 194 by municipal ordinance shall be paid or tile Party designated in such ordinance.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement 1 rocedures Act of 1974, as amended.
 - 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have sale exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-reduced removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and 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 Buyer Initial		Seller Initial	_ Seller Initial
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- 218 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
- or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's 219
- seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a 220
- boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable. 221
- 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the 222
- 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
- condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real 231
- 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.
- 22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for 236
- 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 requist of either Party and Seller's share of such tax liability after 241 proration shall be paid to Buyer from the escrow fun is 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.
- Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any 245
- written notice from any association or governmental entity regarding:
- 247 a) zoning, building, fire or health code violations that have not been corrected;
- 248 any pending rezoning;
- c) boundary line disputes; 249
- d) any pending condemnation or Eminent Domain proceeding; 250
- 251 e) easements or claims of easements not shown on the public records;
- 252 f) any hazardous waste on the Real Estate;
- g) any improvements to the Real Estate for which the required initial and final permits were not obtained; 253
- any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or 254

i) any improvements to the Real Estate which are eligible for the home improvement tax exemption. Seller further represents that: There [check one] is v is not a pending or unconfirmed special affecting the Real Estate by any association or governmental entity payable by Buyer after the date of the second s	
Seller further represents that: There [check one] is vis not a pending or unconfirmed special and the Real Estate by any association or recommendate on the pending of unconfirmed special and the state of the stat	
There [check one] is is not a pending or unconfirmed special a	
offer affecting the Dool Estate by any appropriation or revergemental entity payable by Buyer after the date of	issessmenf
258- affecting the Real Estate by any association or governmental entity payable by Buyer after the date of 6	Ilosing.
259 The Real Estate [check one] is is not located within a Special Assessme	at Area or
Special Service Area, payments for which will not be the obligation of Seller after the year in which the Clo	sing occurs.
Buyer Initial Buyer Initial Control Seller Initial Seller Initial	
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- All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of 261
- 262 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
- promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may 263
- terminate this Contract by Notice to Seller and this Contract shall be null and void. 264
- BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal 265
- holidays, Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. 266
- 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
- be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be 269
- produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable 270
- digital signature may be produced by use of a qualified, established electronic security procedure mutually 271
- agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually 272
- acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating 273
- 274 the digital signatur, and sending same by electronic mail.
- 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this 275
- Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money 276
- refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of 277
- 278 competent jurisdiction."
- 279 In the event either Party has declared the Contract null and void or the transaction has failed to close as
- provided for in this Contract and if Escrewee has not received joint written direction by the Parties or such court 280
- 281 order, the Escrowee may elect to proceed as follows:
- a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days 282
- prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee 283
- intends to disburse in the absence of any written objection. If no written objection is received by the date 284
- 285 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
- to the Parties. If any Party objects in writing to the intercieal disbursement of Earnest Money then Earnest 286
- Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a 287
- 288 court of competent jurisdiction.
- Escrowee may file a Suit for Interpleader and deposit any funds neigh into the Court for distribution after 289 290
- 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
- Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to 296
- any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner: 297
- 298 a) By personal delivery; or
- b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except 299 300 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 301 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 Buyer Initial	Seller Initial Seller Initial	
Address: 1101 West Lake St Unit 5E Chicago IL 60607		v6.0
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303	during non-business hours, the effective date and time of Notice is the first hour of the next Business Day afte transmission; or
304 305	d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party
306 307	attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mai
308	transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
309	opt out of future e-mail Notice by any form of Notice provided by this Contract; or
310	e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
311	following deposit with the overnight delivery company.
312	28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Partie
313 314	are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction
315	29. CHOICE OF LAV AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the
316 317	Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and are subject to the covernment of good faith and fair dealing implied in all Illinois contracts.
318 319	30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Partie and the following additional attainments, if any: 1.All liens will be satisfied with confirmation given to the buyers at least 30 days prior to closing.
320	2. Seller represents that this property is not subject to any third party approval, including bankruptcy or foreclosure sale.
321	OPTIONAL PF OVISIONS (Applicable ONLY if initialed by all Parties)
322	[initials] 31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
323	consented to (Licensee) acting as a Dual Agent in providing
324	brokerage services on their behalf and specifically on ent to Licensee acting as a Dual Agent with regard to the
325	transaction referred to in this Contract.
326	32. SALE OF BUYER'S REAL ESTATE.
327	a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:
328	1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of: 1439 N. Elk Grove Chicago IL 60622
329 330	Address City State Zip
331	2) Buyer [check one] has has not entered into a contract to sell buyer's real estate.
332	If Buyer has entered into a contract to sell Buyer's real estate, that contract:
333	a) [check one] is is not subject to a mortgage contingency.
334	b) [check one] is is not subject to a real estate sale contingency.
335	c) [check one] is is not subject to a real estate closing contingency.
336	3) Buyer [check one] In has has not listed Buyer's real estate for sale with a licensed real estate broker an
337	in a local multiple listing service.
338	4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
339	service, Buyer [check one]:
340	a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multip
341	listing service within five (5) Business Days after Date of Acceptance.
342	[For information only] Broker:
343 344	Broker's Address: Phone:
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	Address: 1101 West Lake St Unit 5E Chicago IL 60607
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345	b)		NTINGENCIES 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 November 25 20 14. 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 satate 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 preceasing sentence, this Contract shall be null and void. If Notice is not served as described
361			in the preceding servence, Buyer shall have deemed to have waived all contingencies contained in this
362			Paragraph 32, and this Contract shall remain in full force and effect.
363		37	If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
		3)	Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
364			within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
365			of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
366			shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
367			within the time specified, Buyer shall be in default under the terms of this Contract.
368		٥.	ELLER'S RIGHT TO CONTINUE TO OFFER REAL F3TATE FOR SALE: During the time of this contingency,
369	c)	St O	LLER'S RIGHT TO CONTINUE TO OFFER REAL POTATE FOR GALL. During the time of time containing
370		Se	ller 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 vising of same. Buyer shall then have 48
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 Buyers, 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 nall. 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	· · · · · · · · · · · · · · · · · · ·
388			Buyer, this Contract shall be null and void.
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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. 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
391	
392 393 394 395 396	representative. d) WAIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ 30,000 in the form of a cashier's or certified check within the time 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.
398 399	e) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained 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
401 402	into a prior real esta e contract, this Contract shall be subject to written cancellation of the prior contract on or before 20 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.
406 407	34. HOME WAFRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ Evidence of a fully pre-paid policy shall be delivered at Closing.
408	35. CREDIT AT CLO SING: 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
412 413	ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL NOT APPLY [CHOOSE ONLY ONE]:
414	a)Transaction With No Mortgage (All Cas'). 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 or sid: 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 confir sont 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
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	Address: 1101 West Lake St Unit 5E Chicago IL 60607 v6.0
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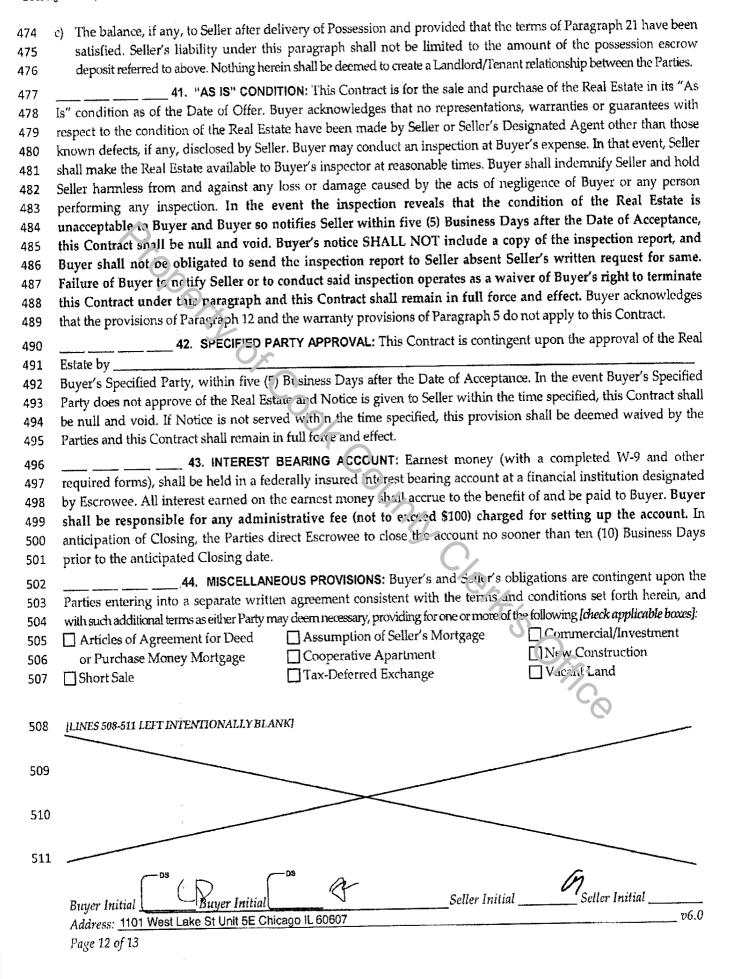
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133 134 135 136 137 1438 1439 1440 1441	promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining a commitment for financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or 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
444 445	amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premiur (FIIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan amount.
446	33 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 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
453	either Party. Additional testing recommended ry the report shall be obtained at the Seller's expense. If the report
454	recommends additional testing after Closing, the Part es shall have the option of establishing an escrow with a
455 456	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 not 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 & Seller's expense shall deliver to Buyer a written
460	report, dated not more than six (6) months prior to the Date of Clusing, 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 snam be responsible for all
467	utilities, contents and liability insurance, and home maintenance expenses until delivery or possession. Seller shall
468	deposit in escrow at Closing with
469	of the Purchase Price orthe 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; b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
472	the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
473	the rossession trade specified in das paragraph and other residents.
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MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.0. October 17, 2014		October 31, 2014		
Date of Offer		DATE OF ACCEPTANCE	2	
		- And And		
BeryaetSignatus e		Seller Signature		
"Itasca Bank &	Trust unde	r trust agreement numbe	r 12713 dated Septe	mber 17
Buyezedigastome		Seller Signature		
Jason Peterson/Angie Aguilera			NAME OF THE PARTY	
Print Buyer(s) Name(s) [Required]		Print Seller(s) Name(s) [Require 308 West Irving Park	∉d} Boad	
1439 N. Elk Grove				
Address	00	Address Itasca, Illinois 601	43	
Chicago IL 6063		, 	······································	
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Address City Zip		Address	City Zip)
Stephanie Sadoff 145	953	Sam Jenkins		
Buyer's Designated Agent MLS #		Seller's Designated Agent	ML	S#
847-606-1831 773-435-663		312.451.2411		
Phone Fax		Thone	Fax	(
ssadoff@atproperties.com		sam@conlonreales	tate.com	
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Rick Erickson ericksonfirm@				
Buyer's Attorney E-mail 716 Lee St Des Plaines 600		Seller's Adomey	E-r	nail
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Ben Cohen 773.0	<u>654.2055</u>			
Loan Officer Phone		Management Co./Other Cont	act Ph	ione
ben.cohen@guaranteedrate.com		1.6 toll		
Loan Officer E-mail		Management Co./Other Cont	act ti-mail	
Illinois Real Estate License Law requires all offers be	presented in	a timely manner, Buyer request	s verification that this offe	r was pres
Seller rejection: This offer was presented to Seller				
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LEGAL DESCRIPTION

For the premises commonly known as: 1101 W. LAKE STREET, UNIT 5E, CHICAGO, ILLINOIS 60607

17-08-428-026-1010 PIN:

Legal Description:

UNITS 5 AND PARKING SPACE 9 IN THE 1101 WEST LAKE STREET CONDOMINIÚM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 N HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 18, 2004 AS DOCUMENT 0401644052, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

