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LIS PENDENS
FEE SIMPLE TITLE HOLDER'S
NOTICE OF RESCISSION OF
FRAUDULENT CONTRACT

RETURN TO:
FERNANDO R. CARRANZA &
ASSOCIATES
5814 W. CERMAK RD
CICERO, IL 60804



Doc#: 1523844082 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2015 08:33 PM Pg: 1 of 6

NOTICE OF LIEN

I, the undersigned attorney, do hereby certify that Notice of Lien is given in reference to property commonly known as 5244 S. Kilbourn Avenue, Chicago, Illinois 60632 with respect to Fee Simple Title Holder's Rescission of A Fraudulent Contract specifically with respect to the certain contract dated May 27, 2015, a copy of which is attached hereto. This action affects the right to possession of the specific real property and that the real property affected by said lien is described as follows:

LOT 16 IN BLOCK 13 IN W.F. KAISER AND COMPANY'S ARDALE
SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE
RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5244 S. Kilbourn Avenue, Chicago, Illinois 60632

SIGNATURE: _____

Fernando R. Carranza, Esq.

Permanent Index Number (PIN): 19-10-314-036-0000

STATE OF ILLINOIS

COOK COUNTY SS:

I, Elizabeth Martinez, a Notary Public in and for said county and state, do hereby certify that FERNANDO R. CARRANZA is personally known to me to be the same person(s)

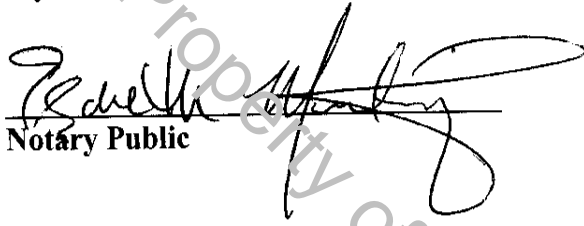
REV. 1/1/11

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whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, and sworn to me, on this 26th day of August, 2015.

My Commission expires:


Notary Public



Property of Cook County Clerk's Office

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REAL ESTATE CONTRACT

- Single Family
- Multi Family
- Townhouse
- Vacant Lot

SELLER: Jose Gaytan
 ADDRESS: 5244 S. Kilbourn, Chicago, Illinois 60632
 BUYER: CJGUN Corp
 ADDRESS: 10730 S. Cicero Avenue, Oak Lawn, Illinois 60453

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to attach hereto at any time hereafter)

STREET ADDRESS 5244 S. Kilbourn, Chicago, Illinois 60632 (Include "Unit Number" if condominium or townhouse)

LOT SIZE: AS PER PLAT

IMPROVED WITH: _____, together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises: refrigerator, oven/ stove, dishwasher, garbage disposal, washer and dryer, central air conditioning, ceiling fan(s), satellite dish, outdoor shed, central humidifier, sub-pumps, garage door openers, existing carpeting, light fixtures, window treatments, existing storms and screens, smoke detectors, carbon monoxide detectors.

PRICE AND TERMS:

PURCHASE PRICE..... \$ 169,000.00

a. Reinstatement \$ 17,000 funds tendered to Seller's mortgagee
 b. Loan payoff \$ 152,000 funds tendered directly Seller's mortgagee
 c. Cash for keys to Seller \$5,000.00 to Seller

EARNEST MONEY DEPOSIT

In the form of cashier's check to be deposited into an escrow account with seller's attorney..... \$ 0.00
 BALANCE DUE AT CLOSING AS SET FORTH BELOW..... \$ 169,000

FINANCING:

CASH

CLOSING:

The closing terms shall be as follows:

- a. \$ 17,000 for reinstatement of Seller's mortgage with payment made direct to said Mortgagee on behalf of Seller along with execution of Warranty Deed to Buyer on May 27, 2015
- b. \$ 152,000 payoff by August 27, 2015 by closing or refinance with payment made direct to Seller's mortgagee
- c. \$5000.00 Cash for keys to Seller by August 31, 2015

POSSESSION:

Seller shall deliver possession to the Buyer no later than September 30, 2015. However, Buyer affects a payoff of Seller's mortgage prior to August 27, 2015, Seller shall tender possession of the premises no later than the first day of the full month after said payoff is tendered to the Seller's mortgagee.

TITLE EVIDENCE:

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

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or trustee's deed if applicable, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and

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EXHIBIT

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highways.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes, including special service areas, if any, (c) interest on mortgage indebtedness assumed. Prorations of general taxes shall be on the basis of 0% of the last ascertainable bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

DAMAGE BY CASUALTY BEFORE CLOSING:

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

SURVEY:

OMITTED

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT:

This contract is subject to the provisions of Public Act 89-111 known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part of this Contract. The Seller represents that the information contained in the disclosure document is accurate as of the Contract Date.

LAND TRUST BENEFICIARY:

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

COMMISSION: OMITTED

RENT PAYMENTS

In consideration of the above, Seller shall be entitled to collect rents for months of June 2015, July 2015, August 2015 and September, 2015. Should Seller tender possession prior to September 30, 2015 based on Seller making a full payoff of Seller's mortgage, Seller shall be entitled to rental payments on the Property up to September 2015 rent. However, should a tenant fail to pay their monthly rent this amount shall be deducted from the full rental payment of \$2,500.00 for that month.

ATTORNEY MODIFICATION:

The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date (excluding Saturday, Sunday and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**

PROPERTY INSPECTION CONTINGENCY:

Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection.

Or

Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have the subject property and its improvements inspected by a certified home inspection service of Buyer's choice, and at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. **A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION OF WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY.** Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing such inspection. **BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.** The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repairs exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for certain repairs, Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost of obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice, Buyer shall within two (2) business days thereafter notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. The parties hereto agree that the following items are accepted by Buyer "As Is", shall not be made a part of Buyer's request for repairs,

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and shall not be further negotiated:

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

WELL AND SEPTIC TEST:

___ The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision inapplicable),

FLOOD PLAIN:

Buyer shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires the Buyer to obtain flood insurance. This option shall not exist in the event such written notice or disclosure was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

TRANSFER TAX STAMPS:

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

CLEAN CONDITION:

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

PERFORMANCE/DEFAULT:

The earnest money and this Contract shall be held by Seller's Attorney (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing.

If Buyer defaults, all earnest money shall be forfeited to Seller, subject to Seller's obligations under any real estate listing agreement, provided, however, that such forfeiture shall not be the exclusive remedy of Seller, and Seller shall retain said forfeited earnest money without prejudice to any other remedy Seller has at law or in equity. If Seller defaults, the earnest money, at the option of the Buyer, shall be refunded to Buyer, but such refund shall not release Seller from his obligations under this Contract or in any way limit or restrict the right of Buyer to pursue other legal or equitable remedies. In the event of any default or nonperformance by either of the parties, and should there be no agreement by the parties as to the disposition of the earnest money, Escrowee may give written notice to all parties of Escrowee's intention to file, thirty (30) days thereafter, an action with the appropriate Circuit Court in the nature of an interpleader for the purpose of depositing the earnest money with the Clerk of the Circuit Court. The Escrowee shall be reimbursed from the earnest money for all court costs related to the filing of the interpleader action.

MEDIATION:

All disputes or claims between the Seller and Buyer which arise subsequent to closing of this transaction may be submitted for settlement and resolution to mediation under the Commercial Mediation Rules of the American Arbitration Association. The party submitting the action to mediation shall pay the costs of mediation, however, any party who obtains legal representation shall pay their own attorney's fees. The mediation conference shall be scheduled at the offices of the American Arbitration Association in Chicago, Illinois.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any government body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning or special assessment proceedings affecting the property.
- (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.
- (f) Where in this Contract masculine pronouns are used or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number were used where the context indicates the property of such use.

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- (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (h) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the contract date, the seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.

This Contract and Riders numbered Residential Real Property Disclosure, Lead Paint Disclosure, _____ and _____ attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy delivered to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

SELLER(S): Jose Gaitan BUYER(S): [Signature]

SELLER(S): _____ BUYER(S): _____

Date of Acceptance: 5/27/15 Date of Offer: 5/27/15

(This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date).

Buyer's Attorney: Wator & Zac, LLC
 Dariusz T. Wator
 Attorney At Law
 Address: 10711 S. Roberts Road
 Palos Hills, Illinois 60465
 Telephone Number: 708-974-0000
 Facsimile Number: 708-974-0011

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