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NOTICE OF EQUITABLE INTEREST

AND

CLAIM FOR LIEN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

IN THE OFFICE OF THE RECORDER
OF DEEDS OF COOK COUNTY,
ILLINOIS,



Doc#: 1527922076 Fee: \$98.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/06/2015 01:49 PM Pg: 1 of 31


As of the date hereof, Tomasz Falaszewski (also referred to herein as "Claimant" and/or "Purchaser") has an equitable interest and/or lien in the following real property, to wit:

LOT 6 IN BARRINGTON HILL CREST ACRES FIRST ADDITION, BEING A SUBDIVISION OF THE NORTH 1,333.0 FEET OF THE WEST 964.0 FEET OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

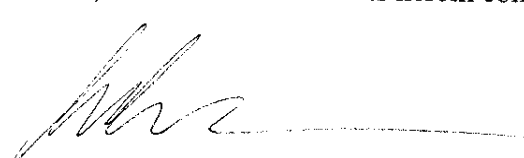
Address: 116 Prospect Drive, Barrington, IL 60010

PIN: 02-06-200-031-0000

by the virtue of and/or arising under *Multi-Board Residential Real Estate Contract* dated July 21, 2015, between Pacifica Loan Pool One, LP, the Seller, and Tomasz Falaszewski, the Purchaser, a copy of which is attached hereto, and the earnest money in the amount of \$3,000 deposited by Claimant pursuant to Paragraph 4 of said Contract, which the Seller unduly withholds from Claimant.


Marek Loza, Attorney at for the Claimant

The undersigned, being first duly sworn on oath deposes that he is the attorney for Tomasz Falaszewski, the above named claimant, that he has read the foregoing Notice of Equitable Interest and Claim for Lien, knows the contents thereof, and that all statements herein contained are true to the best of his knowledge.


Marek Loza, Attorney at Law

Subscribed and sworn to in my presence this 30th day of September 2015.




Notary Public

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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]* Tomasz Falaszewski

3 Seller Name(s) *[please print]* PACIFICA LOAN POOL ONE

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 223X149X90X152 commonly known as:

8 116 Prospect DR Barrington IL 60010

9 Address City State Zip
10 Cook 02062000310000

11 County Unit # (If applicable) Permanent Index Number(s) of Real Estate

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

13 *[check type]* deeded space, PIN: _____ limited common element assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 260,900. 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 \$ 3,000 shall be tendered to Escrowee on or before _____ 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 checked="" 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 checked="" 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 checked="" 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"/> Invisible Fence 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:** _____

36
37 **Items Not Included:** _____

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: _____

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 TF Buyer Initial _____

Seller Initial VS Seller Initial _____

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44 **6. CLOSING:** Closing shall be on September 14th, 2015 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 _____ loan for 9.0 %
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 PREVAILING RATES % per annum, amortized over not less than 30 years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed 0 % 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 Sept. 7th, 2015,
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 IF Buyer Initial _____
Address: 116 Prospect DR Barrington IL 60010

Seller Initial [Signature] Seller Initial _____

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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 \$ 0
 91 per **Not Applicable** (and, if applicable Master/Umbrella Association fees are \$ **Not Applicable** 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 100 % 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 made 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 systems, electrical system, roof, walls, windows, doors, ceilings, 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 TF Buyer Initial _____

Seller Initial VS Seller Initial _____

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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. HOMEOWNER 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 Associations:** (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 TF Buyer Initial _____
 Address: **116 Prospect DR Barrington IL 60010**

Seller Initial WS 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
 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 reporting 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 TF Buyer 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
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 refuse 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 *[Initials]* TF 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 TF 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 TF Buyer Initial _____
Address: **116 Prospect DR Barrington IL 60010**

Seller initial [Signature] Seller Initial _____

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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 TF Buyer Initial _____

Seller Initial VS Seller Initial _____

Address: **116 Prospect DR Barrington IL 60010**

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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 after
- 304 transmission; or
- 305 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 306 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 307 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
- 308 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 Parties
 313 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 314 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

315 **29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
 316 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
 317 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

318 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
 319 and the following additional attachments, if any: _____

320 _____
 321 **OPTIONAL PROVISIONS (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 consent 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:
- 329 _____
- 330 Address _____ City _____ State _____ Zip _____
- 331 2) Buyer 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) is is not subject to a mortgage contingency.
- 334 b) is is not subject to a real estate sale contingency.
- 335 c) is is not subject to a real estate closing contingency.
- 336 3) Buyer has has not listed Buyer's real estate for sale with a licensed real estate broker and
- 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 :
 - 340 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
 - 341 listing service within five (5) Business Days after Date of Acceptance.
 - 342 [For information only] Broker: _____
 - 343 Broker's Address: _____ Phone: _____
 - 344 b) Does not intend to list said real estate for sale.

Buyer Initial TF Buyer Initial _____
 Address: **116 Prospect DR Barrington IL 60010**

Seller Initial VS Seller Initial _____

UNOFFICIAL COPY**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 have 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 TF Buyer Initial _____Seller Initial VS Seller Initial _____Address: **116 Prospect DR Barrington IL 60010**

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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.
- 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 _____ 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 _____ **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 TE Buyer Initial _____Seller Initial [Signature] Seller Initial _____Address: **116 Prospect DR Barrington IL 60010**

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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 TE _____ 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 TE _____ 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 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 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 TE Buyer Initial _____
 Address: **116 Prospect DR Barrington IL 60010**

Seller Initial VS Seller Initial _____

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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 TF 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 to notify Seller or 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 _____
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 \$100) 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 Vacant Land

508 [LINES 508-511 LEFT INTENTIONALLY BLANK]

509

510

511

Buyer Initial TF Buyer Initial _____
Address: 116 Prospect DR Barrington IL 60010

Seller Initial JS Seller Initial _____

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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 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.0.

7/21/2015

515 06-30-2015 _____ DATE OF ACCEPTANCE _____
516 Date of Offer _____ DocuSigned by:

517 [Signature] _____ Vijay Shetty _____
518 Buyer Signature _____ Seller Signature _____
519 _____ 5886EE5505B428...

520 Buyer Signature _____ Seller Signature _____
521 **Tomasz Falaszewski** _____ **vijay shetty** _____

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

523 _____
524 Address _____ Address _____

525 _____
526 City State Zip City State Zip

527 _____
528 Phone E-mail Phone E-mail

FOR INFORMATION ONLY

530 **Berkshire Hathaway HomeServices Starck Real Estate** _____ **Superior Homes Realty** _____

531 Buyer's Brokerage _____ Seller's Brokerage _____
532 **157 N. Evergreen** **Arlington Heights** **IL 60004** _____ **1173 Dundee Ave.(Rt. 25)** **Elgin** **60120** _____
533 Address City Zip Address City Zip

534 **Edyta Woronska** _____ **Ken Bruderle** _____
535 Buyer's Designated Agent _____ Seller's Designated Agent _____
536 **708-769-3368** _____ **(847) 697-7355** _____ **(847) 380-5980** _____
537 Phone Fax Phone Fax

538 **eszydowska@yahoo.com** _____ **ken@697sell.com** _____
539 E-mail E-mail

540 **MAREK LOZA** **magdalena@lozadaw.com** _____
541 Buyer's Attorney E-mail _____ Seller's Attorney E-mail _____

542 **2500 DEVON AVE** **DES PLAINES** **60018** _____
543 Address City Zip Address City Zip

544 **847-805-0990** _____
545 Phone Fax Phone Fax

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

548 **Marek Latocha** **773-501-9282** _____
549 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____

550 **mareklatocha@sbcglobal.net** _____
551 Loan Officer E-mail _____ Management Co./Other Contact E-mail _____

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]

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556 www.irela.org (website of Illinois Real Estate Lawyers Association). 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 REALTORS® · Heartland REALTOR® Organization · Illini Valley
558 Association of REALTORS® · Kankakee-Troquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · North Shore-Barrington Association of REALTORS® · Oak Park
559 Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of REALTORS®

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Address: **116 Prospect DR Barrington IL 60010** _____ v6.0

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Pacifica Loan Pool One REAL ESTATE PURCHASE ADDENDUM

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract ("Contract") between

_____ ("Seller")
Pacifica Loan Pool One

And TOMASZ FALASZEWSKI ("Buyer")

For the property located at the following address:
_____ ("Property")
116 Prospect Dr. Barrington, IL 60010

Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." The Contract and this Addendum together constitute the "Agreement."

The Seller and the Buyer agree as follows:

I. LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, SELLER HAS NEVER OCCUPIED THE PROPERTY, AND SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS." SELLER WILL MAKE NO REPAIRS.

Buyer's Initials: TF

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 16 OF THIS ADDENDUM, AND ALL REFERENCES IN THIS ADDENDUM TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THE AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, AND ITS AGENTS, BROKERS, AND REPRESENTATIVES HAVE NOT MADE, AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN, WITH RESPECT TO.

Buyer's Initials TF

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- (a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY;
- (b) THE CONFORMITY OF THE PROPERTY TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, STATUTES, RULES, ORDINANCES, OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR TITLE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES THAT HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS, AND/OR ANY REMODELING OF THE STRUCTURE;
- (c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING DEFECTS, APPARENT OR NON-APPARENT OR LATENT, THAT NOW EXIST OR MAY HEREAFTER EXIST AND THAT, IF KNOWN TO BUYER, WOULD CAUSE BUYER TO REFUSE TO PURCHASE THE PROPERTY; AND
- (d) THE EXISTENCE, LOCATION, SIZE, OR CONDITION OF ANY OUTBUILDINGS OR SHEDS ON THE PROPERTY.
- (e) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND
- (f) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR BROKER.
- (g) COSTS OR EXPENSES INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMINATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, OBTAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO NO MORE THAN:
1. A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF THE SALE TO BUYER DOES NOT CLOSE; AND

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2. THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$1,000.00 IF THE SALE TO BUYER CLOSES.
3. BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THE AGREEMENT.
4. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF.

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 16 of this Addendum, and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 16).

2. EFFECTIVE DATE:

The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement notwithstanding any prior understanding or agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller before the Seller accepts a competing offer, or gives verbal or written notice of revocation to the Buyer, the Buyer's agent, or the listing agent. The Agreement must be approved by the Seller's management and it must be signed by all parties in order to be binding.

3. INSPECTIONS & REPORTS:

- (a) On or before ten (10) calendar days (five days for non-contingent cash) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have 1) waived such inspections and any objections to the condition of the Property, and to have 2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller, unless required by law, in which case, the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the Seller will have the Property de-winterized prior

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to inspection and re-winterized after inspection. The Buyer agrees to pay both of these expenses in advance to the Seller or listing agent for the Seller's behalf. The amount paid under this provision shall be nonrefundable but will be applicable to Buyer's funds paid into escrow at close of escrow and credited as an expense to the Seller.

Any Buyer requested or mandatory reports or inspections, Buyer is to pay and obtain. Buyer is to pay for Natural Hazard Report were applicable by state, Escrow Holder to order. Seller may have obtained inspections. Buyer can request a copy of any reports with in the first 5 days of the purchase contract. If Buyer elects not to inquire regarding Seller reports the Buyer accepts all property conditions and holds the Seller harmless against any and all future property claims. Seller recommends the Buyer obtain professional inspections on all aspects to the property, including but not limited to structural, electrical, mechanical, termite, soil, mold, roof, pool/spa, asbestos, Lead, plumbing, sewer, septic, HOA litigation, title encumbrances, permits any city violations or city required reports that may affect the property. Buyer to confirm current square footage, room count, permit status, tax rates, waste disposal system, utility services, fees, assessments, boundary lines, abatements, parking status tied to unit (if applicable). Buyer is responsible for obtaining all pre-city inspection reports and completing any work required. Buyer holds harmless the Seller, Broker and/or Listing Agent or affiliates of any repairs or retrofits called out by the Buyer, state or city departments before or after closing. Buyer shall provide the Seller with written notice at least two (2) days prior to Buyer's entry onto the Property.

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Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for non-contingent cash offers) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to Seller shall be deemed as Buyer's acceptance of the condition of the Property. The Buyer shall immediately provide to the Seller, at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements, or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements, or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, then Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice, to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

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In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property, and such reports shall not serve as a basis for Buyer to terminate the Agreement.

- (b) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions, existing litigious notices of action (if any) and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted the covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within fifteen (15) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws. Buyer will pay for HOA transfer fees, doc preparation fees and condo certifications if applicable.

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4. **MOLD, MILDEW, SPORES AND/OR OTHER MICROSCOPIC ORGANISMS:**

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies, or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation, and obvious Mold growth, are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning, painting, or repairing the Property. Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, representatives, brokers, or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs, or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects, and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property;

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(B) If Buyer proceeds to close on the purchase of the Property, then Buyer is assumed to have inspected and evaluated the condition of the Property to Buyer's complete satisfactory (and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

In the event the Property is affected by an environmental hazard either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate the Agreement or delay the date of closing or the Buyer may terminate the Agreement. In the event the Agreement is terminated by either Buyer or Seller pursuant to this Section 1, any earnest money deposit will be returned to the Buyer. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (A) to accept the Property subject to the violations, and (B) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller and the Indemnified Parties shall have no liability for any claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

The Seller may be exempt from filing one or more disclosure statement(s) regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive such disclosure statement(s) from Seller. Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form. Seller has never occupied the property. Buyer acknowledges there will not be a "Seller's Property Disclosure Statement" Seller Advises

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the Buyer to perform any inspections that Buyer deems necessary.

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5. LEAD PAINT AND LEAD USED IN PLUMBING:

Lead paint, in common use last century may be present in the home especially if it was built prior to 1978. Unfortunately, lead based additives have managed to make their way from China to the United States, though illegally so, in the last few years. Additionally Lead was used in soldering plumbing pipes together prior to 1989. This represents a serious health hazard when consumed orally or inhaled during renovations or disturbed in any way. In plumbing applications just using water from such piping systems can create serious health problems with consumption over a long period of time. Buyer shall include investigation of presence of Lead based paint and Lead used in plumbing applications during the inspection process. Because removal of such materials constitutes a disposal of an environmentally dangerous material the cost to do so may be substantial. The extensive nature of a major removal of materials may also be quite expensive. Buyer shall satisfy this concern through inspection and closing of escrow shall constitute acceptance of the Property with these materials present.

6. ASBESTOS:

Asbestos was a common insulating material used in the last century in wrapping plumbing systems, air conditioning and heating systems, flooring materials, exterior siding, thermal and sound insulation, and other areas of the home. Though Asbestos can constitute a major health threat, it does so by being disturbed or scoured to an air-born state. Seller may have intentionally or unintentionally encapsulated areas containing Asbestos during the renovations of the home, or not encapsulated them, in areas such as "Popcorn" ceilings among others. Seller will not have examined such areas, materials, or applications to determine if, in fact, they do contain Asbestos. Because removal of such materials constitutes a disposal of an environmentally dangerous material the cost to do so may be substantial. The extensive nature of a major removal of materials may also be quite expensive. Buyer shall satisfy this concern through inspection and closing of escrow shall constitute acceptance of the Property with these materials present.

7. REPAIRS:

Termite Report or work is not part of this contract. Seller will not complete any repairs including but not limited to, roof, plumbing, pest, structural, electrical, pool, spa, lender required repairs, and any mandatory city required repairs. **THIS PROPERTY IS SOLD IN AS-IS CONDITION AND NO REPAIRS WILL BE MADE BY SELLER. BUYER ACKNOWLEDGES AND ACCEPTS PROPERTY IN AS-IS CONDITION.**

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Neither the Buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer, or its representatives, make repairs and/or treatments to the Property prior to closing, the Buyer hereby agrees to release and indemnify the Seller and the Indemnified Parties from and against any and all Claims related in any way to the repairs and/or treatments, and Buyer further agrees, at Seller's request, to execute a separate release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer unless and until the sale of the Property closes in accordance with the Agreement, and if Buyer closes Buyer acknowledges that the Buyer has inspected or has been given the opportunity to inspect all repairs and treatments. Any repairs or treatments made, or caused to be made, by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Buyer acknowledges that closing on this transaction shall be deemed to be the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property. Further, when Buyer closes, Buyer waives all Claims arising out of problems relating in any way to the condition of, or treatments or repairs to, the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs or treatments, written statements indicating dates or types of repairs and or treatments, copies of such receipts or statements, or any other documentation regarding any repairs and treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS, OR TREATMENTS TO THE PROPERTY.**

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8. OCCUPANCY STATUS OF PROPERTY:

The Buyer acknowledges that neither the Seller, nor its representatives, brokers, agents or assigns, has made any warranties or representations, implied or express, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 24 of this Addendum. The Seller, and its representatives, brokers, agents, and assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 24 of this Addendum.

The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits from former or current tenants, and (B) has no information as to any security deposits that may have been paid by former or current tenants to anyone. Buyer agrees that no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of such security

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deposits to any tenants pursuant to the provisions of applicable laws and regulations. All rents that are due and payable and collected from tenants for the month in which closing occurs will be prorated according to the prorations set for other prorated costs and assets in the Contract based on the date of close of escrow.

The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations, will be the Buyer's sole responsibility.

Buyer understands that the Property may be subject to redemption by the prior owner upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event the right of redemption is exercised.

9. PERSONAL PROPERTY:

Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage door openers, now or hereafter located on the Property, are not included in this sale or the purchase price unless the personal property is specifically described and referenced in Section 24 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties, and therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representations or warranties as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Buyer assumes responsibility for any personal property remaining on the Property at the time of closing.

10. CERTIFICATE OF OCCUPANCY:

If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement. Buyer is to occupy the property at close of escrow and sign the "Owner Occupant Certification Addendum."

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UNOFFICIAL COPY**11. DELIVERY OF POSSESSION OF PROPERTY:**

The Seller shall deliver possession of the Property to the Buyer at closing of the sale. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 8 of this Addendum. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and finding without the prior written consent of the Seller, then: (A) Such event shall constitute a material breach by the Buyer under the Agreement; (B) The Seller may terminate the Agreement; (C) The Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and finding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.

12. DEED:

The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

13. DEFECTS IN TITLE:

If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property, or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems, or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity.

14. REPRESENTATIONS AND WARRANTIES:

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In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 1 of this Addendum, the Buyer represents and warrants to the Seller the following:

- (a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service.
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 24 of this Addendum.
- (c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality, or workmanship of any repairs made by the Seller.
- (d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and funding, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing.
- (e) Buyer is not an officer, an employee, a director, or a Business Partner (as defined below) of Seller, or its parent company, subsidiaries, or affiliated companies. Buyer understands and acknowledges that Seller prohibits such persons from purchasing the Property, directly, indirectly, or through a family member or an interest in a partnership, corporation, joint venture, trust, or other entity. "Business Partner" shall mean any agent, broker, appraiser, attorney, trustee, property inspection or Preservation Company, Title Company, representative, or vendor of Seller or its parent company, subsidiaries, or affiliated companies.
- (f) Buyer represents that the Buyer is not a real estate licensee, and that the real estate licensee representing the Buyer is not related to, or affiliated with the Buyer, unless so stipulated by additional Addendum or in the Agreement and acceptable to Seller and relevant lending servicers who will be providing funds for this transaction.

15. CONDITIONS TO THE SELLER'S PERFORMANCE:

The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) Full payment of any mortgage insurance claim related to the loan previously secured

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- by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) The Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) A third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender, or any other party, release the servicing of or repurchase such loan or the Property;
- (d) Any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (e) The Buyer is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (f) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, is in any way associated with illegal activity of any kind.
- (g) Property and sale are subject to clear title and final Seller/Managing Partner/Entity Member approval. In the event Seller/Managing Partner/Entity Member subsequently disapproves the sale while under contract, the buyers deposit will be returned in full. Seller will not be responsible for any of Buyer's costs incurred during the transaction.

In the event the Seller elects to terminate the Agreement as a result of Section 15 (a), (b), (c), (d), (f), or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement.

16. INDEMNIFICATION:

The Buyer agrees to indemnify, defend and hold harmless Seller, and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors, and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or

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civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

- (a) Inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for real property taxes, homeowner's association dues or assessment, or any other items prorated at closing, including any penalty of interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing;
- (d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or
- (e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

17. RISK OF LOSS:

In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and finding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in the Contract with no reduction for such loss, or (b) terminate the Agreement and receive a refund of any earnest money deposit.

18. EMINENT DOMAIN:

In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder.

19. KEYS:

Buyer is aware that the property may be on a master key system. Additionally various vendors, tradesmen, real estate agents and brokers, workers, cleaning crews and inspectors may have had possession or access to keys before or during the escrow period. **BUYER IS ENCOURAGED TO RE-KEY THE PROPERTY AFTER CLOSING.** Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal

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property that occurs after the Closing Date. Seller may not have keys to all locks on the property including but not limited to storage cabinets, sheds, outbuildings, bypass interior doors, bathroom doors, rear doors, garage man doors, mailboxes, and others. Buyer accepts this as a condition of sale and will analyze the cost of lock re-keying and replacement as a portion of their cost in acquisition of the property.

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20. WINDOWS AND WINDOW TREATMENTS:

The Seller may have removed or replaced window treatments during the process of preparing the property for sale, including curtains, vertical and horizontal blinds and any mounting brackets or systems. These items will not be provided by the Seller. Any items which are damaged or removed or destroyed during any inspections or repairs will also not be replaced. Windows which may have been designed as multiple pane windows, which may have gas or air between said panes, and which may be missing panes, gas or trim, or seal-broken, or damaged in some way shall be delivered in their current As Is state. Buyer accepts this as a condition of sale and will analyze the cost of replacing windows and window treatments as a portion of their cost in acquisition of the property.

21. TITLE AND CLOSING:

All fees related to Title, escrow/closing and legal/attorney services are to be paid by Buyer(s) unless stated otherwise in section #24. The provider of Title, escrow/closing and legal/attorney services are negotiable and will be chosen by Seller if not stated otherwise in section #24. Any Agreement language regarding percentage splits in costs (e.g. 50/50 split) shall be superseded by this Addendum.

22. FORCE MAJEURE:

No Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

23. ATTORNEY REVIEW:

The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel if Buyer so chooses regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to

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understand the legal effect of the provisions of the Agreement.

No Attorney's Fees or Cost: No party to this agreement shall be entitled to recover attorney fees, costs of suit, expert witness fees, or any other fees or expenses associated with any litigation arbitration, mediation, or any other form of alternative dispute resolution relating to or arising out of this Agreement. The Parties intend and expressly agree that each party shall bear his, her or its own attorney's fees, costs of suit, expert witness fees and nay and all other cost or expenses in any dispute related to or arising out of this Agreement.

24. ADDITIONAL TERMS OR CONDITIONS:

- 1) Purchase price to be \$ 260,900
- 2) Close of escrow to be on or before September 14th, 2015
- 3) Seller to pay up to \$ of Buyer's recurring and non-recurring closing costs.
- 4) Initial escrow deposit to be \$ 3,000 and shall be deposited within three (3) business days of the Effective Date.
- 5) Seller to pay for owner's title insurance policy and shall designate the providers of title and escrow/closing services.
- 6) Buyer to pay for all other Buyer and Seller closing fees including but not limited to escrow/closing service fees, legal/attorney services, title searches, and lien searches.
- 7) Buyer to pay for any government recordings, charges, transfer taxes and documentary stamps.
- 8) Buyer to pay for any mandatory city/county retrofit/inspections. Any Buyer requested or mandatory reports or inspections Buyer to pay and obtain.
- 9) Buyer to pay for any utility or sewer connections if applicable.
- 10) Buyer to pay for any HOA transfer fees, HOA application fees, HOA disclosure fees, HOA doc prep fees, and HOA/Condo questionnaires or certifications if applicable.
- 11) Seller will not pay for any home warranty plan.
- 12) Seller does not agree to any Arbitration of Disputes.
- 13) Inspection contingency to be removed within ten (10) calendar days of the Effective Date (or five (5) calendar days if transaction is cash).
- 14) All Remaining buyer contingencies, including loan contingency, to be automatically removed twenty (20) calendar days after Effective Date (or five (5) calendar days if transaction is cash) unless an extension is agreed upon in writing.
- 15) Close of escrow delays caused by Buyer, Buyer's agent or lender are subject to a \$50 per diem (daily) charge until close of escrow.
- 16) Any cancellation of this agreement or return of escrow deposit, including a unilateral Buyer-requested cancellation, requires written consent from Seller.

Buyer's Initials TF

UNOFFICIAL COPY25. MODIFICATION:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Buyer and the Seller.

26. ELECTRONIC SIGNATURE:

An electronic signature by the Seller or its Attorney in Fact shall be given the same effect as a written signature.

27. EFFECT OF ADDENDUM:

THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

Buyer's Initials: TF / _____

28. INITIALS:

Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions or pages in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

29. ENTIRE AGREEMENT:

The Agreement (including any disclosure of information on lead based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants, and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties.

ALL NEGOTIATIONS ARE MERGED INTO THE AGREEMENT, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS,

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WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEB SITES, SALES BROCHURES, OR ON THE MULTIPLE LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON THE SELLER, UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT.

30. LANGUAGE IN BOLD OR CAPITALIZED:

FOR EMPHASIS AND BUYER'S BENEFIT SOME PROVISIONS HAVE BEEN BOLDDED AND OR CAPITALIZED (LIKE THIS SECTION). BUT EACH AND EVERY PROVISION IN THIS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER. AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

BUYER(S):

Print Name: TOMASZ FALASZEWSKI

Signature: *Tomasz Falaszewski* Date: 06-30-2015

Print Name: _____

Signature: _____ Date: _____

SELLER:

By: Vijay Shetty

Signature: *Vijay Shetty* Date: 7/21/2015
DocuSigned by: 5880CFE5505F428 ("Effective Date")

Buyer's Initials TF