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Karen A. Yarbrough
Cook County Recorder of Deeds
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This Cover Sheet was prepared
By and After Recording
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REAL ESTATE CONTRACT CLAIM

WHEREAS, the Declarant is the named buyer to the real estate contract dated September 1, 2015, by and between, the seller, Vartan Seferian, and the buyer, named in the aforesaid contract, a copy of said contract is attached hereto, which is the declarant herein, Samir Fakhouri, who claims an interest, pursuant to the aforesaid contract, to the following described real estate identified in said contract and located in County of Cook and State of Illinois, as further described in the following attached pages:



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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)* Samir Fakhouri

3 Seller Name(s) *(please print)* Owner of Record

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 _____ commonly known as:

8 -SEE ATTACHED FOR LIST OF ALL THE REAL ESTATE SUBJECT TO THIS CONTRACT-

9 Address _____ City _____ State _____ Zip _____

10 _____
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 \$ ~~500,000.00~~ 400,000.00. After the payment of
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
16 Closing in "Good Funds" as defined by law.

17 4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by *(check one)*:

18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".
19 Initial Earnest Money of \$ 5,000.00 shall be tendered to Escrowee on or before 5 day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ 20,000.00 shall be tendered by 5 days thereafter, 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)*:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or attached shelving |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> All Window Treatments & Hardware |
| <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 |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security System(s) (owned) | <input checked="" type="checkbox"/> Fireplace Gas Log(s) |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> _____
with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| <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 Any and all personal property contained within said real estate properties, as of the date of this offer.

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: na

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 S-F Buyer Initial _____

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- 44 6. **CLOSING:** Closing shall be on _____, 20 ¹⁵ 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 Seller Financing/Seller Mortgage loan for 95 %
 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 4.00 % per annum, amortized over not less than 30 years.
 56 Buyer shall pay loan origination fee and/or discount points not to exceed n/a % 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 25 if closing cost credits apply). Buyer shall make written loan application within five (5)
 59 Business Days after the Date of Acceptance and shall cause an appraisal of Real Estate to be ordered by the
 60 lender no later than ten (10) Business Days after the Date of Acceptance; failure to do either shall constitute an
 61 act of Default under this Contract.
 62 If Buyer, having applied for the loan specified above (complete both a) and b)):
- 63 a) is unable to provide written evidence that the loan application has been submitted for underwriting
 64 approval by Buyer's lender on or before _____, 20 __, (if no date is inserted, the date shall
 65 be thirty (30) days after the Date of Acceptance) either Buyer or Seller shall have the option of declaring this
 66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
 67 specified herein or any extension date agreed to by the Parties in writing.
- 68 b) is unable to obtain a written "Clear to Close" from Buyer's lender on or before _____, 20 __,
 69 (if no date is inserted, the date shall be forty-five (45) days after the Date of Acceptance) either Buyer or
 70 Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later
 71 than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.
- 72 A Party causing delay in the loan approval process shall not have the right to terminate under either of the
 73 preceding paragraphs. In the event neither Party elects to declare this Contract null and void as of the latter
 74 of the dates specified above (as may be amended from time to time), then this Contract shall continue in full
 75 force and effect without any loan contingencies.
- 76 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
 77 closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
 78 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph, even though the
 79 loan is conditioned on the sale and/or closing of Buyer's existing real estate.
- 80 9. **STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
 81 [check one] has has not received a completed Illinois Residential Real Property Disclosure;
 82 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
 83 [check one] has has not received a Lead-Based Paint Disclosure;
 84 [check one] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";
 85 [check one] has has not received the Disclosure of Information on Radon Hazards.

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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 \$ to come
 91 per month (and, if applicable Master/Umbrella Association fees are \$ to come per to come).
 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 105 % 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
 00 this Paragraph shall survive the Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

91 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

56 Seller further represents that:

57 [Initials] _____ There [check one] is is not a pending or unconfirmed special assessment
58 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

59 _____ The Real Estate [check one] is is not located within a Special Assessment Area or
60 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

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61 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 62 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
 63 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 64 terminate this Contract by Notice to Seller and this Contract shall be null and void.

65 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
 66 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

67 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
 68 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
 69 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
 70 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
 71 digital signature may be produced by use of a qualified, established electronic security procedure mutually
 72 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
 73 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
 74 the digital signature and sending same by electronic mail.

75 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
 76 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 77 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 78 competent jurisdiction."

79 In the event either Party has declared the Contract null and void or the transaction has failed to close as
 80 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
 81 order, the Escrowee may elect to proceed as follows:

82 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 83 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
 84 intends to disburse in the absence of any written objection. If no written objection is received by the date
 85 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
 86 to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
 87 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
 88 court of competent jurisdiction.

89 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 90 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
 91 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
 92 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
 93 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
 94 Escrowee for additional costs and fees incurred in filing the Interpleader action.

95 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 96 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 97 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 98 a) By personal delivery; or
 99 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
 00 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
 01 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 02 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted

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Seller Initial S Seller Initial _____

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- 03 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
 04 transmission; or
- 05 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
 06 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
 07 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
 08 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
 09 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- 10 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 11 following deposit with the overnight delivery company.

12 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
 13 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 14 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

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

18 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
 19 and the following additional attachments, if any: See attached Rider identifying the real estate properties by common address
 20 that are subject to this Contract.

21 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

22 *[Initials]* _____ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 23 consented to _____ (Licensee) acting as a Dual Agent in providing
 24 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
 25 transaction referred to in this Contract.

26 **32. SALE OF BUYER'S REAL ESTATE:**

27 **a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

28 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

29 _____
 30 Address City State Zip

31 2) Buyer *[check one]* has has not entered into a contract to sell Buyer's real estate.

32 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

33 a) *[check one]* is is not subject to a mortgage contingency.

34 b) *[check one]* is is not subject to a real estate sale contingency.

35 c) *[check one]* is is not subject to a real estate closing contingency.

36 3) Buyer *[check one]* has has not listed Buyer's real estate for sale with a licensed real estate broker and
 37 in a local multiple listing service.

38 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
 39 service, Buyer *[check one]*:

40 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
 41 listing service within five (5) Business Days after Date of Acceptance.

42 *[For information only]* Broker: _____

43 Broker's Address: _____ Phone: _____

44 b) Does not intend to list said real estate for sale.

Buyer Initial S-F Buyer Initial _____

Seller Initial MS Seller Initial _____

Address: _____ v6.0

UNOFFICIAL COPY45 **b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

46 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
 47 is in full force and effect as of _____, 20 _____. Such contract should provide for a closing
 48 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
 49 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
 50 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
 51 real estate is not served on or before the close of business on the date set forth in this subparagraph,
 52 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
 53 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
 54 be completed.)

55 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
 56 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
 57 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
 58 Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale
 59 of Buyer's real estate is served before the close of business on the next Business Day after the date set
 60 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
 61 in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this
 62 Paragraph 32, and this Contract shall remain in full force and effect.

63 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
 64 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
 65 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
 66 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
 67 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
 68 within the time specified, Buyer shall be in default under the terms of this Contract.

69 **c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
 70 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

71 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
 72 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
 73 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
 74 Paragraph 32 d).

75 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
 76 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
 77 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
 78 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
 79 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

80 a) By personal delivery effective at the time and date of personal delivery; or
 81 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
 82 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 83 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
 84 Chicago time on the next delivery day following deposit with the overnight delivery company,
 85 whichever first occurs.

86 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

87 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
 88 Buyer, this Contract shall be null and void.

Buyer Initial S-F Buyer Initial _____

Seller Initial US Seller Initial _____

Address: _____ v6.0

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- 89 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
 90 Paragraph 27 of this Contract.
- 91 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
 92 representative.
- 93 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 94 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 95 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
 96 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
 97 deemed ineffective and this Contract shall be null and void.
- 98 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
 99 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

00 _____ **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 01 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 02 _____, 20____. In the event the prior contract is not cancelled within the time specified, this
 03 Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served
 04 until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
 05 satisfied or waived.

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

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

11 _____ **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
 12 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
 13 **SHALL NOT APPLY [CHOOSE ONLY ONE]:**

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

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

Buyer Initial S-F Buyer Initial _____

Seller Initial US Seller Initial _____

Address: _____ v6.0

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

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

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

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

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

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

Buyer Initial S.F. Buyer Initial _____

Seller Initial VS Seller Initial _____

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

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

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

96 _____ **43. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other
97 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
98 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer
99 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In
00 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
01 prior to the anticipated Closing date.

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

- | | | |
|---|--|--|
| 05 <input checked="" type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 06 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 07 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant, and |

08 ~~ILINES 508-511 LEFT INTENTIONALLY BLANK~~

09
10
11

Buyer Initial S.F Buyer Initial _____

Seller Initial S Seller Initial _____

Address: _____ v6.0

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12 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 13 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 14 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.0.

15 September 1, 2015

16 Date of Offer _____ DATE OF ACCEPTANCE _____

17 _____

18 Buyer Signature *Samir Fakhouri* Seller Signature *[Signature]*

19 _____

20 Buyer Signature _____ Seller Signature *[Signature]*

21 Samir Fakhouri _____

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

23 c/o: C. Dean Matsas, Esq. _____

24 Address _____ Address _____

25 5153 N. Broadway Chicago IL 60640 _____

26 City _____ State _____ Zip _____ City _____ State _____ Zip _____

27 1-773-907-9600 _____ cdmatsas@matsaslaw.com _____

28 Phone _____ E-mail _____ Phone _____ E-mail _____

FOR INFORMATION ONLY

29 _____

30 n/a _____ n/a _____

31 Buyer's Brokerage _____ MLS # _____ Seller's Brokerage _____ MLS # _____

32 _____

33 Address _____ City _____ Zip _____ Address _____ City _____ Zip _____

34 _____

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

36 _____

37 Phone _____ Fax _____ Phone _____ Fax _____

38 _____

39 E-mail _____ E-mail _____

40 C. Dean Matsas _____

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

42 5153 N. Broadway, Chicago, IL 60640 _____

43 Address _____ City _____ Zip _____ Address _____ City _____ Zip _____

44 1-773-907-9600 _____ 1-773-907-9609 _____

45 Phone _____ Fax _____ Phone _____ Fax _____

46 n/a _____

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

48 _____

49 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____

50 _____

51 Loan Officer E-mail _____ Management Co./Other Contact E-mail _____

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

53 **Seller rejection:** This offer was presented to Seller on _____ 20 ____ at ____: ____ A.M./P.M. and rejected on _____
 54 _____ 20 ____ at ____: ____ A.M./P.M. _____ [Seller Initials]

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 56 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 -
 57 McHenry County Bar Association - Northwest Suburban Bar Association - Will County Bar Association - Chicago Association of REALTORS® - DuSable REALTOR® Organization - Illini Valley
 58 Association of REALTORS® - Kanekeet-Iroquois-Fox County Association of REALTORS® - Mainstreet Organization of REALTORS® - North Shore-Barrington Association of REALTORS® - Oak Park
 59 Area Association of REALTORS® - REALTOR® Association of the Fox Valley, Inc. - Three Rivers Association of REALTORS®

Buyer Initial S-F Buyer Initial _____ Seller Initial JS Seller Initial _____

Address: _____ v6.0

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RIDER TO THAT CERTAIN REAL ESTATE CONTRACT DATED SEPTEMBER 1, 2015, IDENTIFYING SAMIR FAKHOURI, AS PURCHASER, AND OWNER OF RECORD, AS SELLER, FOR THE PURCHASE/SALE OF THE BELOW IDENTIFIED REAL ESTATE PROPERTIES.

1140 N. LaSalle, #720, Chicago, IL;

6823 N. Seeley, #2D, Chicago, IL;

6823 N. Seeley, #3D, Chicago, IL;

6036 N. Claremont, #1S, Chicago, IL;

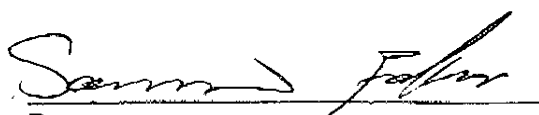
6107 N. Seeley, #3 W, Chicago, IL;

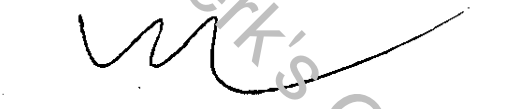
4600 N. Cumberland, #314, Chicago, IL;

4600 N. Cumberland, #613, Chicago, IL; and

5655 N. Spaulding, #3W, Chicago, IL.

Dated: September 1, 2015


Buyer


Seller

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PARCEL 1:

PIN: 17-04-404-035-1202

UNIT 720 IN THE FLATTS ON LASALLE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOTS 16 TO 19 IN BLOCK 1 IN JOHNSTON, ROBERTS AND STORR'S ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 6 (EXCEPT THE NORTH 11 FEET THEREOF) IN HAGEMAN'S SUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF BLOCK 21 IN BUSHELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 6 LYING EAST OF A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LASALLE STREET CONVEYED TO THE CITY OF CHICAGO BY DEED RECORDED AS DOCUMENT NUMBER 10786564), IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 6, 2006 AS DOCUMENT NUMBER 0616034019, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT.

CKA: 1140 N. LASALLE STREET, UNIT 720, CHICAGO, ILLINOIS 60611

PROPERTY OF Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 2:

PIN: 11-31-125-024-1027

UNIT 6823-2D IN THE 6819-35 N. SEELEY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 11 (EXCEPT THE SOUTHERLY 175 FEET THEREOF, MEASURED ON THE EASTERLY LINE OF NORTH SEELEY AVENUE) IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0618431073, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

CKA: 6823 N. SEELEY AVENUE, UNIT 2D, CHICAGO, ILLINOIS 60645

Property of Cook County Clerk's Office

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PARCEL 3:

PIN: 11-31-125-024-1028

UNIT 6823-3D IN THE 6819-35 N. SEELEY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 11 (EXCEPT THE SOUTHERLY 175 FEET THEREOF, MEASURED ON THE EASTERLY LINE OF NORTH SEELEY AVENUE) IN SMITH'S ADDITION TO ROGERS PARK, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0618431073, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

CKA: 6823 N. SEELEY AVENUE, UNIT 3D, CHICAGO, ILLINOIS 60645

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PARCEL 4:

PIN: 14-06-114-035-1003

PARCEL 1: UNIT 1S IN 6036-38 N. CLAREMONT CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 24 AND 25 IN READ AND REYNOLD'S NORTH WESTERN AVENUE SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0712715140; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR STORAGE PUPOSES FOR THE BENEFIT OF PARCEL 1 OVER S-3 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID.

CKA: 6036-38 N. CLAREMONT AVENUE, UNIT 1S, CHICAGO, ILLINOIS 60659

Property of Cook County Clerk's Office

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PARCEL 5:

PIN: 12-14-112-033-1064

PARCEL 1: UNITS 314 IN THE 4600 N. CUMBERLAND AVENUE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 0030477419, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS KNOWN AS STORAGE SPACE NUMBER 314 PARKING SPACE NUMBER 26, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION, AFORESAID, RECORDED AS DOCUMENT 0030477419.

CKA: 4600 N. CUMBERLAND AVENUE, UNIT 314, CHICAGO, ILLINOIS 60656

Property of Cook County Clerk's Office

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PARCEL 6:

PIN: 12-14-112-033-1105
12-14-112-033-1107
12-14-112-033-1108
12-14-112-033-1109

**UNITS 613, R1, R2 AND R3 IN 4600 N. CUMBERLAND AVENUE CONDOMINIUM, AS
DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF
LAND:**

**PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;**

**WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF
CONDOMINIUM OWNERSHIP RECORDED APRIL 9, 2003 AS DOCUMENT 0030477419, AS
AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.**

CKA: 4600 N. CUMBERLAND AVENUE, UNIT 613, CHICAGO, ILLINOIS 60656

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PARCEL 7:

PIN: 13-02-432-030-1018

UNIT 5655-3W IN THE 5649-5659 NORTH SPAULDING CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 22 AND 23, IN BLOCK 56 IN W.F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 1, AND THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 2, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO (EXCEPT THE STREETS HERETOFORE DEDICATED), IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IA ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED 1-19-2005 AS DOCUMENT NO. 0501919120, TOGETHER WITH AN UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

CKA: 5655 N. SPAULDING, UNIT 3W, CHICAGO, IL 60659

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PARCEL 8:

PIN: 13-02-432-030-1018

UNIT 6107-3 IN THE 6101-15 N. SEELEY AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOT 6 (EXCEPT THE NORTH 3 FEET THEREOF) IN NORWOOD COURTS SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1954 AS DOCUMENT 15916775 IN COOK COUNTY, ILLINOIS.

PARCEL2:

EASEMENT FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE WEST 8 FEET OF LOTS 1, 2, AND 3 AND THE EAST 8 FEET OF LOTS 4 AND 5, THE EAST 8 FEET OF THE NORTH 3 FEET OF LOT 6 AND THE NORTH 10 FEET OF LOTS 3 AND 4 IN SAID NORWOOD COURTS SUBDIVISION TO BE USED IN COMMON WITH THE OWNERS OF ALL THE LOTS IN SAID SUBDIVISION AS GRANTED BY DECLARATION OF EASEMENT RECORDED AS DOCUMENT 15929348 IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0612331061, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

CKA: 6107 N. SEELEY AVE., UNIT 3, CHICAGO, IL 60659