

# UNOFFICIAL COPY

AFTER RECORDING PLEASE RETURN TO:

REGENCY DEVELOPMENT GROUP LLC  
425 HUEHL ROAD, SUITE 4B  
NORTHBROOK, IL 60062



Doc#: 1606944079 Fee: \$152.00  
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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/09/2016 05:06 PM Pg: 1 of 25

Property of Cook County Clerk's Office

REAL Estate Contract  
815, 816 + 823 Paulina  
Chicago, IL

Bm

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CHICAGO ASSOCIATION OF REALTORS®  
APARTMENTS/INVESTMENTS PURCHASE AND SALE CONTRACT

Rev. 01/2012



1 **1. Contract.** This Apartment/Investments Purchase and Sale Contract ("**Contract**") is made by and between Lendustry and/or assignee  
2 ("Buyer") and Laura Liamedo and or owner of record  
3 (collectively, "**Parties**"), with respect to the purchase and sale of the real estate and improvements located at:  
4 815, 819, 823 N. Paulina Chicago IL 60612  
5 (address) (city) (state) (zip) ("**Property**").

6 Property P.I.N. #: See surveys attached - 3 double lots. Lot size: per survey. Approximate square feet of Property: \_\_\_\_\_

7 **2. Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to  
8 Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items ("**Fixtures**  
9 and **Personal Property**"):

- 10  Refrigerator
- 11  Oven/Range
- 12  Microwave
- 13  Dishwasher
- 14  Garbage disposal
- 15  Trash compactor
- 16  Washer
- 17  Dryer
- 18  Water Softener
- 19  Sump Pump
- 20  Smoke and carbon monoxide detectors
- 21  Intercom system
- 22  Security system (rented or owned) (strike one)
- 23  Satellite Dish
- 24  Attached TV(s)
- 25  TV Antenna
- 26  LCD/printer/multimedia equipment
- 27  Stereo speakers/surround sound
- 28  Central air conditioner
- 29  Window air conditioner
- 30  Electronic air filter
- 31  Central humidifier
- 32  Lighting fixtures
- 33  Electronic garage door(s) with remote unit(s)
- 34  Tacked down carpeting
- 35  Other Equipment
- 36  Fireplace screen and equipment
- 37  Fireplace gas log
- 38  Firewood
- 39  Attached gas grill
- 40  Existing storms and screens
- 41  Window treatments
- 42  Home warranty (as attached)
- 43  Built-in or attached shelves or cabinets
- 44  Ceiling fan
- 45  Radiator covers
- 46  All planted vegetation
- 47  Outdoor play set/swings
- 48  Outdoor shed

49 Seller also transfers the following: \_\_\_\_\_ The following items are excluded: \_\_\_\_\_

50 **3. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$3,225,000 ("**Purchase**  
51 **Price**").

52 **4. Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with Betancourt Realty  
53 ("**Escrowee**"), initial earnest money in the amount of \$16,000, in the form of check ("**Initial Earnest**  
54 **Money**"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or  
55 before 24 hours 3/3, 2016. The Initial Earnest Money shall be increased to (**strike one**) 10% of the Purchase Price OR 100K % [percent]  
56 of the Purchase Price ("**Final Earnest Money**") within 2 business days after the expiration of the Attorney Approval Period (as established in  
57 Paragraph 14 of this Contract) (the Initial and Final Earnest Money are together referred to as the "**Earnest Money**"). The Parties acknowledge  
58 and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon  
59 between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

60 **5. Mortgage Contingency.** This Contract is contingent upon Buyer securing by CASH, 20\_\_\_\_ ("**First Commitment Date**") a firm  
61 written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association,  
62 bank, or other authorized financial institution, in the amount of (**strike one**) \$\_\_\_\_ OR \_\_\_\_% [percent] of the Purchase Price, the  
63 interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed \_\_\_\_% per year, amortized over \_\_\_\_ years, payable monthly, loan  
64 fee not to exceed \_\_\_\_%, plus appraisal and credit report fee, if any ("**Required Commitment**"). If the mortgage secured by the Required  
65 Commitment has a balloon payment, it shall be due no sooner than \_\_\_\_ years. Buyer shall pay for private mortgage insurance as required by the  
66 lending institution. **If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract.** (1)  
67 If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date.  
68 Thereafter, Seller may, within 30 business days after the First Commitment Date ("**Second Commitment Date**"), secure the Required Commitment  
69 for Buyer upon the same terms, and may extend the Closing Date by 30 business days. The Required Commitment may be given by Seller or a third  
70 party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required  
71 Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract  
72 shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before  
73 the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required  
74 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3)  
75 If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this  
76 Contract shall remain in full force and effect.

77 **6. Possession.** Seller agrees to surrender possession of the Property, subject to existing leases, on or before the Closing Date (as defined in  
78 Paragraph 7 below). If possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ closing per  
79 day ("**Use/Occupancy Payments**") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date  
80 Seller plans to deliver possession to Buyer ("**Possession Date**"). If Seller delivers possession of the Property to Buyer prior to the Possession Date,  
81 Buyer shall refund the portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller  
82 shall deposit with Escrowee a sum equal to 2% of the Purchase Price ("**Possession Escrow**") to guarantee possession on or before the Possession  
83 Date, which sum shall be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the  
84 Possession Date, Seller shall pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession  
85 Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy Payments up to and including the  
86 date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of  
87 payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the  
88 Possession Escrow without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then  
89 Escrowee may deposit the Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee  
90 shall be reimbursed from the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the Interpleader, and the  
91 Parties shall indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees,  
92 costs, and expenses.

93 Buyer Initials: LB Buyer Initials: \_\_\_\_\_ Seller Initials: JJP Seller Initials: \_\_\_\_\_

Contingent rezoning 6 lots to Special Use of 17 units w/in 6 months or sooner will close after 7 busdays

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64 7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and  
65 escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to  
66 \_\_\_\_\_, 20\_\_\_\_ at a time and location mutually agreed upon by the Parties ("**Closing Date**"). Seller must provide Buyer with good and  
67 merchantable title prior to Closing.

68 8. **Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed  
69 ("**Deed**") (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any:  
70 covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; existing leases and tenancies,  
71 if any; all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of  
72 Closing.

73 9. **Real Estate Taxes.** Seller represents that the 20 15 general real estate taxes were \$ TBD. General real estate taxes for the  
74 Property are subject to the following exemptions (**check box if applicable**):  Homeowner's.  Senior Citizen's.  Senior Freeze. General real  
75 estate taxes shall be prorated based on (i) 100 % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in  
76 writing prior to the expiration of the Attorney Approval Period.

77 10. **Leases.** Seller shall deliver to Buyer a complete copy of all existing leases affecting the Property and a rent roll within 3 business days of the  
78 Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at Closing in an assignment and  
79 assumption agreement mutually agreeable to the Parties and (b) the present monthly gross rental income is \$ \_\_\_\_\_  
80 Seller shall notify Buyer, prior to Closing, of any (i) new leases; (ii) modifications or amendments to the existing leases; and (iii) changes in the  
81 monthly gross rental income.

82 11. **Disclosures.** Buyer has received the following (**check yes or no**): (a) Illinois Residential Real Property Disclosure Report:  Yes/ No; (b)  
83 Heat Disclosure:  Yes/ No; (c) Lead Paint Disclosure and Pamphlet:  Yes/ No; and (d) Radon Disclosure and Pamphlet:  Yes/ No.

84 12. **Zoning Certification.** If the Property is located in the City of Chicago and contains four dwelling units or less, Seller shall provide zoning  
85 certification to Buyer at least 5 days prior to the Closing Date.

86 13. **Dual Agency.** The Parties confirm that they have previously consented to N/A ("**Licensee**") to act as Dual  
87 Agent in providing brokerage services on behalf of the Parties and specifically consent to Licensee acting as Dual Agent on the transaction covered by  
88 this Contract.

89 Buyer Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_

90 14. **Attorney Modification.** Within 5 business days after the Acceptance Date ("**Attorney Approval Period**"), the Parties' respective attorneys  
91 may propose written modifications to this Contract ("**Proposed Modifications**") on matters other than the Purchase Price, broker's compensation  
92 and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if  
93 originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed  
94 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In  
95 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. **IN THE ABSENCE OF DELIVERY OF**  
96 **PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE**  
97 **DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

98 15. **Inspection.** Within \_\_\_\_\_ business days after the Acceptance Date ("**Inspection Period**"), Buyer may conduct, at Buyer's sole cost and expense  
99 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood  
100 infestation, and/or mold inspections of the Property ("**Inspections**") by one or more properly licensed or certified inspection personnel (each, an  
101 "**Inspector**"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,  
102 plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in  
103 operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer  
104 shall indemnify Seller from and against any loss or damage to the Property or personal injury caused by the Inspections, Buyer, or Buyer's Inspector.  
105 Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("**Buyer's Inspection Notice**") of any defects  
106 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer  
107 agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not  
108 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written  
109 notice to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. **IN THE**  
110 **ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED**  
111 **BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

112 16. **General Provisions, Riders and Addendums.** THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN  
113 SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER OR BUYER'S DESIGNATED AGENT. THIS CONTRACT INCLUDES  
114 THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS \_\_\_\_\_ (list Rider  
115 numbers here) AND ADDENDUM \_\_\_\_\_ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF  
116 THIS CONTRACT.

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: OB Buyer Initials: \_\_\_\_\_

Seller Initials: JF Seller Initials: \_\_\_\_\_

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117 OFFER DATE: 3-3-2016

ACCEPTANCE DATE: 3-3-2016

20/16 ("Acceptance Date")

118 BUYER'S INFORMATION:

119 Buyer's Signature: [Signature]

120 Buyer's Signature: \_\_\_\_\_  
Illinois real estate agent

121 Buyer's Name(s) (print): Lendustry and/ or assignee

122 Address: \_\_\_\_\_

123 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

124 Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

125 Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

126 Email Address: \_\_\_\_\_

127 The names and addresses set forth below are for informational purposes  
128 to change.

129 BUYER'S BROKER'S INFORMATION:

130 Designated Agent (print): Joe Betancourt

131 Agent MLS Identification Number: 114034

132 Brokerage Company Name: Betancourt Realty MLS #: 12820

133 Office Address: 2041 W. Division St.

134 City: Chicago State: IL Zip: 60622

135 Office Phone: 773-342-7211 Cell Phone: 773-297-8560

136 Fax: 773-342-7073

137 Email: joe@betancourtrealty.com

138 BUYER'S ATTORNEY'S INFORMATION:

139 Attorney Name: Dmitriy Meleshko

140 Firm: \_\_\_\_\_

141 Office Address: 425 Huehl Rd Bldg 4b

142 City: Northbrook State: IL Zip: 60062

143 Office Phone: 814-419-9995 Cell Phone: \_\_\_\_\_

144 Fax: \_\_\_\_\_

145 Email: \_\_\_\_\_

146 BUYER'S LENDER'S INFORMATION:

147 Mortgage Broker's Name: Cash

148 Lender: \_\_\_\_\_

149 Office Address: \_\_\_\_\_

150 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

151 Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

152 Fax: \_\_\_\_\_

153 Email: \_\_\_\_\_

SELLER'S INFORMATION:

Seller's Signature: Laura L. Lamedo

Seller's Signature: \_\_\_\_\_  
Owner is doing a 1031 exchange

Seller's Name(s) (print): Laura Lamedo and or owner of record

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell Phone: 773-517-2056

Email Address: Laura Lamedo@gmail.com

The names and addresses set forth below are for informational purposes only and subject to change.

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): \_\_\_\_\_

Agent MLS Identification Number: \_\_\_\_\_

Brokerage Company Name: \_\_\_\_\_ MLS # \_\_\_\_\_

Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: Beatriz Betancourt

Firm: \_\_\_\_\_

Office Address: 2457 N. Milwaukee

City: Chicago State: IL Zip: 60647

Office Phone: (773) 278-7777 Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: Martinezbetancourt@a@gmail.com



**UNOFFICIAL COPY****154 GENERAL PROVISIONS**

155 **A. Prorations.** Rents, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits and required interest, if  
 156 any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but the  
 157 last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall prorate taxes within 30 days after the bill on  
 158 the improved property becomes available.

159 **B. Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

160 **C. Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a  
 161 Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other  
 162 exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance  
 163 due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller  
 164 shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of evidence of title to cure the exceptions and  
 165 notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of  
 166 the sale.

167 **D. Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this Contract. The  
 168 mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or  
 169 commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by  
 170 regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes of executing this Contract and shall be deemed originals.  
 171 E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a copy of the e-mail notice is also sent by  
 172 regular mail to the recipient on the date of transmission.

173 **E. Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller  
 174 defaults, the Earnest Money at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any  
 175 default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the  
 176 Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge and agree that if Escrowee is a licensed real estate  
 177 broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate  
 178 broker, Seller and Buyer agree that if either Party objects, in writing, to the proposed disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall  
 179 proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a  
 180 licensed real estate broker and does not receive the joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the  
 181 Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs,  
 182 including reasonable attorney's fees, related to the filing of the Interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the  
 183 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

184 **F. Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property are in  
 185 working order and will be so at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Buyer shall have the right to enter the Property during the 48-  
 186 hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the Property are in working order and that the Property  
 187 is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

188 **G. Insulation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as provided by the  
 189 Federal Trade Commission, and Rider 13 is attached.

190 **H. Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on the Property  
 191 has been issued and received by Seller or Seller's agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and before Closing, Seller shall  
 192 promptly notify Buyer of the Notice.

193 **I. Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an escrow with a  
 194 title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the title insurance company,  
 195 with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow, payment of Purchase Price and  
 196 delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker shall be made a party to the escrow with  
 197 regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

198 **J. Survey.** At least 5 days prior to the Closing Date, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of  
 199 Closing, showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's expense.

200 **K. Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if required by  
 201 Buyer's mortgagee, or the title insurance company, for extended coverage.

202 **L. Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

203 **M. RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of  
 204 1974, as amended.

205 **N. 1031 Exchange.** The Parties agree that at any time prior to the Closing Date, Buyer and/or Seller may elect to effect a simultaneous or non-simultaneous tax-deferred  
 206 exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code, as amended. Each party expressly agrees to cooperate with the other party in  
 207 connection with any such exchange in any manner which shall not impose any additional cost or liability upon the cooperating party, including without limitation by executing any  
 208 and all documents, including escrow instructions or agreements consenting to the assignment of any rights and obligations hereunder to an exchange entity, which may be necessary to  
 209 carry out such an exchange; provided, however, that any election to effect such an exchange shall not delay the Closing Date.

210 **O. Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by  
 211 Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by  
 212 any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by the person designated in that ordinance.

213 **P. Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property, and convey by Bill of Sale to  
 214 Buyer.

215 **Q. Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to  
 216 Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that portion of the total cost  
 217 related to this violation that is below \$250.00.

218 **R. Time.** Time is of the essence for purposes of this Contract.

219 **S. Number.** Wherever appropriate within this Contract, the singular includes the plural.

220 **T. Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

221 **U. Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday, Wednesday,  
 222 Thursday, and Friday, and excluding all official federal and state holidays.

223 **V. Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by  
 224 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction  
 225 pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction  
 226 directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and  
 227 hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or  
 228 related to any breach of the foregoing representation and warranty.

229 **W. Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation  
 230 made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

231 **X. Original Executed Contract.** The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials: DB Buyer Initials: \_\_\_\_\_Seller Initials: JRP Seller Initials: \_\_\_\_\_

# UNOFFICIAL COPY

Exhibit A

## LEGAL DESCRIPTION

PIN 17-06-439-025-0000

PIN 17-06-439-026-0000

Address: 815, 819 + 823 N. PAULINA, Chicago, IL

### LEGAL DESCRIPTION:

THE SOUTH 36 FEET OF LOT 13 AND LOTS 14 AND 15 AND THE WEST 1/2 OF THE VACATED ALLEY, LYING EAST AND ADJOINING SAID LOTS IN BLOCK 23 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### LEGAL DESCRIPTION:

LOTS 6,7,14,15 AND 8 (EXCEPT THE NORTH 14.00 FEET THEREOF) AND LOT 13 (EXCEPT THE NORTH 14.00 FEET THEREOF) TOGETHER WITH ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 6 AND 8, BOTH INCLUSIVE; LYING EAST OF AND ADJOINING EAST LINE OF LOTS 13 TO 15, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING A LINE OF 14.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF SAID LOT 8 PRODUECED WEST 12.00 FEET AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 6 PRODUCED WEST, 12.00 FEET, ALL IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 6 (EXCEPT THE NORTH 2.10 FEET THEREOF) IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EAST 10.64 FEET OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION , IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT 'A' Legal Description

LOTS 6, 7, 14, 15 AND 8 (EXCEPT THE NORTH 14.00 FEET THEREOF) AND LOT 13 (EXCEPT THE NORTH 14.00 FEET THEROF) TOGETHER WITH ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 6 TO 8, BOTH INCLUSIVE; LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 TO 15, BOTH INCLUSIVE; LYING SOUTH OF AND ADJOINING A LINE 14.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF SAID LOT 8 PRODUCED WEST 12.00 FEET AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 6 PRODUCED WEST, 12.00 FEET, ALL IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE SALES CONTRACT ("Assignment") dated effective as of March 8<sup>th</sup>, 2016, is by and between Lendustry Ltd., an Illinois Corporation, or its assignee ("Assignor") and Regency Development, LLC, an Illinois limited liability company ("Assignee").

### RECITALS:

A. Assignor and Laura Blamedo ("Seller") entered into that certain Real Estate Sales Contract dated March 3, 2016 (the "Agreement") relating to the property commonly known as 815, 819, 823 N. Paulina, Chicago, IL all within the City of Chicago which are legally described on Exhibit A commonly known as (the "Property").

B. In connection with the Agreement, Assignor has not deposited any earnest money under the Agreement (such sum and all earnings thereon being referred to as the "Earnest Money") with the listing broker, Betancourt Realty.

C. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Agreement and the Earnest Money as hereinafter provided.

D. Assignee desires to assume the duties and obligations of Assignor under the Agreement, the Escrow Agreement and the Earnest Money as set forth below.

**NOW THEREFORE**, in accordance with the terms of this Assignment and in consideration of the sum of \$125,000.00, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor assigns, transfers, sets over and delivers to Assignee, effective as of the date of this Assignment, all of Assignors' right, title and interest in and to: (a) the Agreement; (b) the Earnest Money.

2. Assumption. Assignee accepts this Assignment and agrees to assume and perform each and every obligation and duty of Assignor under the Agreement and the Escrow Agreement, all with the same force and effect as if Assignee had signed the Agreement originally, as the "buyer" or "purchaser" named therein.

# UNOFFICIAL COPY

3. Payment of Assignment Consideration. Assignee agrees to pay Assignor the assignment price of \$125,000.00.
  
4. Non-Disclosure. The parties agree to that they shall not disclose the existence and/or terms of this Assignment Agreement without the prior written consent of the other party.
  
5. Default. Each party retains all rights and remedies in law and/or equity for the default of the other party under this Agreement.
  
6. Miscellaneous. This Assignment: (a) shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, (b) may be construed in accordance with the laws of the State in which the Properties are located; (c) may be executed in multiple counterparts, all of which taken together shall form one instrument; and (d) may be executed by facsimile, scanned e-mail PDF or other electronic means and when so executed such shall be deemed originals for all purposes. A copy of this Assignment may not be recorded against the Properties, such recording being a default under this Agreement. All provisions of the Agreement not specifically mentioned herein remain in full force and effect and shall not be deemed to be amended hereby, except as set forth herein.

[signatures on next 2 page S-1 and S-2]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Assignment and Assumption of Real Estate Contract has been executed and delivered by the parties as of the date first above written.

**ASSIGNOR:**



Name: Denis Bremel

**ASSIGNEE:**



Regency Development LLC, an Illinois limited liability company

By: Alex Troyanovsky

Name:

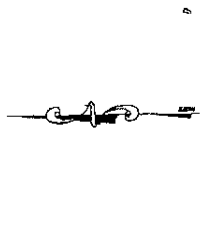
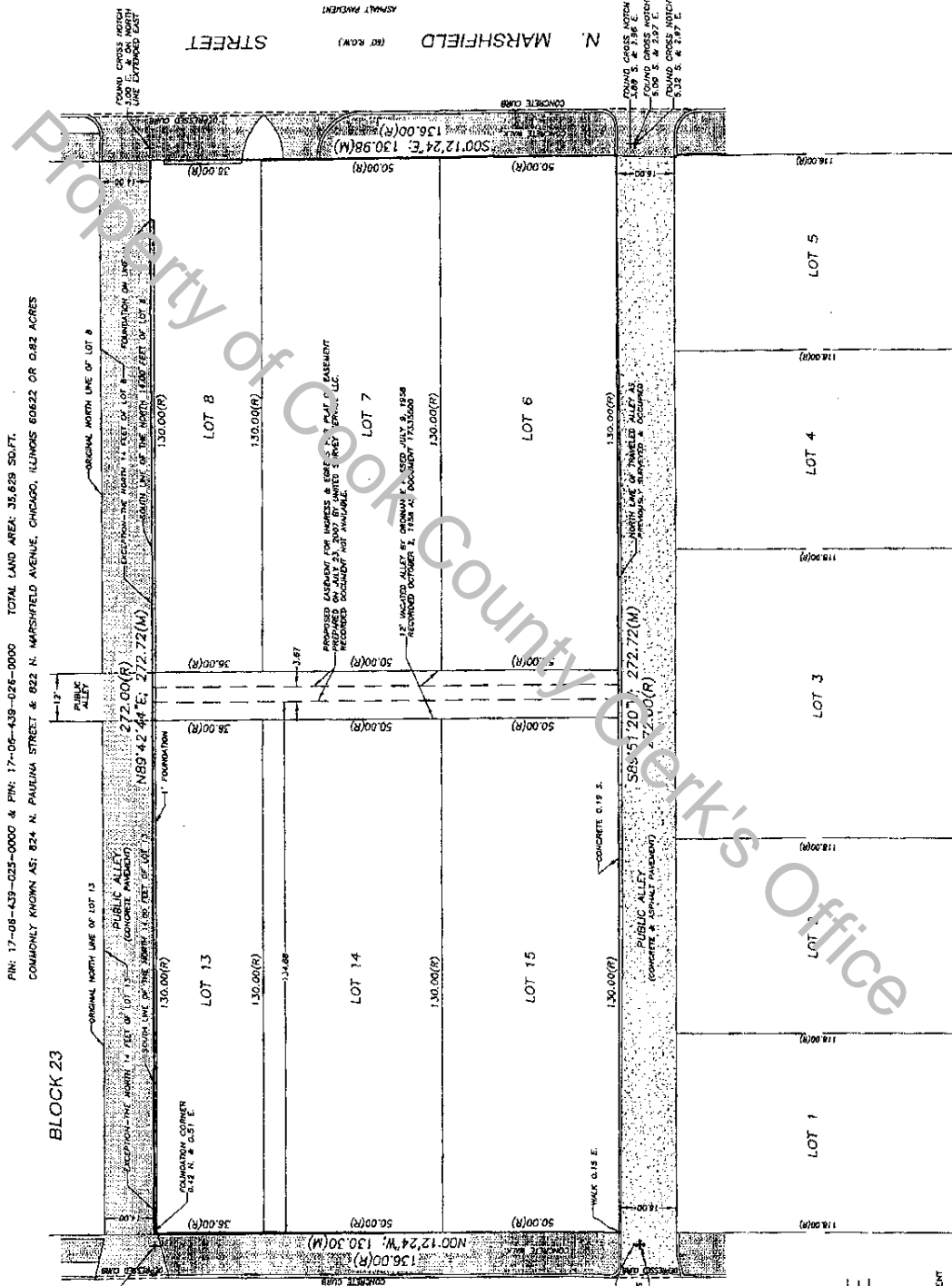
Title: Authorized Signatory

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PLAT OF SURVEY

OF
LOTS 5, 7, 14, 15 AND LOT 8 (EXCEPT THE NORTH 14.00 FEET THEREOF); TOGETHER WITH ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 6 TO 8, BOTH INCLUSIVE;...



SURVEYOR'S NOTES:
THE SURVEYOR HAS REVIEWED THE ORIGINAL RECORDS AND THE ORIGINAL PLAT AND HAS FOUND THAT THE SURVEY IS CORRECT AND ACCURATE AND THAT THE BOUNDARIES ARE CORRECTLY SHOWN AND THAT THE AREA IS CORRECTLY DESCRIBED...



STATE OF ILLINOIS
COUNTY OF COOK
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.
FIELD WORK COMPLETED - FEBRUARY 11, 2013
DATED THIS 11th DAY OF FEBRUARY, 2013.

W. CHICAGO AVENUE

PREPARED BY:
GEODETIC SURVEY, LTD.
PROFESSIONAL DESIGN FIRM NO. 181-001384
CONSTRUCTION AND LAND SURVEYORS
1121 DEPOUT STREET, GLENVIEW, IL 60025
TEL: (847) 944-7666; FAX: (847) 944-7661

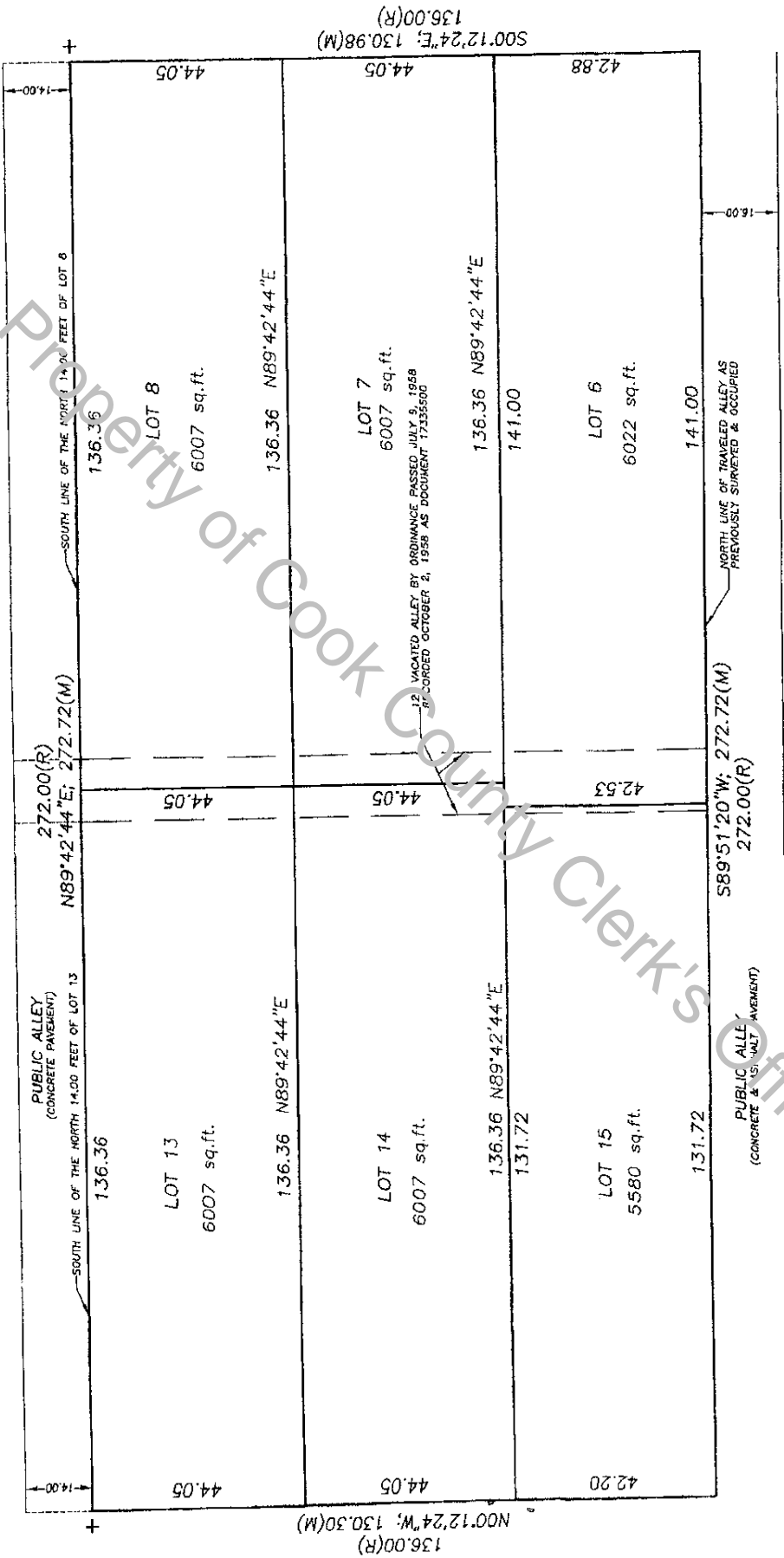
ORDER NO.: 13-041
ORDERED BY: EGO DEVELOPMENT

- LEGEND:
(O) = Oiled
(M) = Mailed
(L) = Leased
(S) = South
(N) = North
(W) = West
(E) = East
Wood Fence
Chain Link Fence
Iron Fence

COPY

# UNOFFICIAL COPY

N. MARSHFIELD STREET



N. PAULINA STREET

COPY



# UNOFFICIAL COPY

## PLAT OF SURVEY

OF

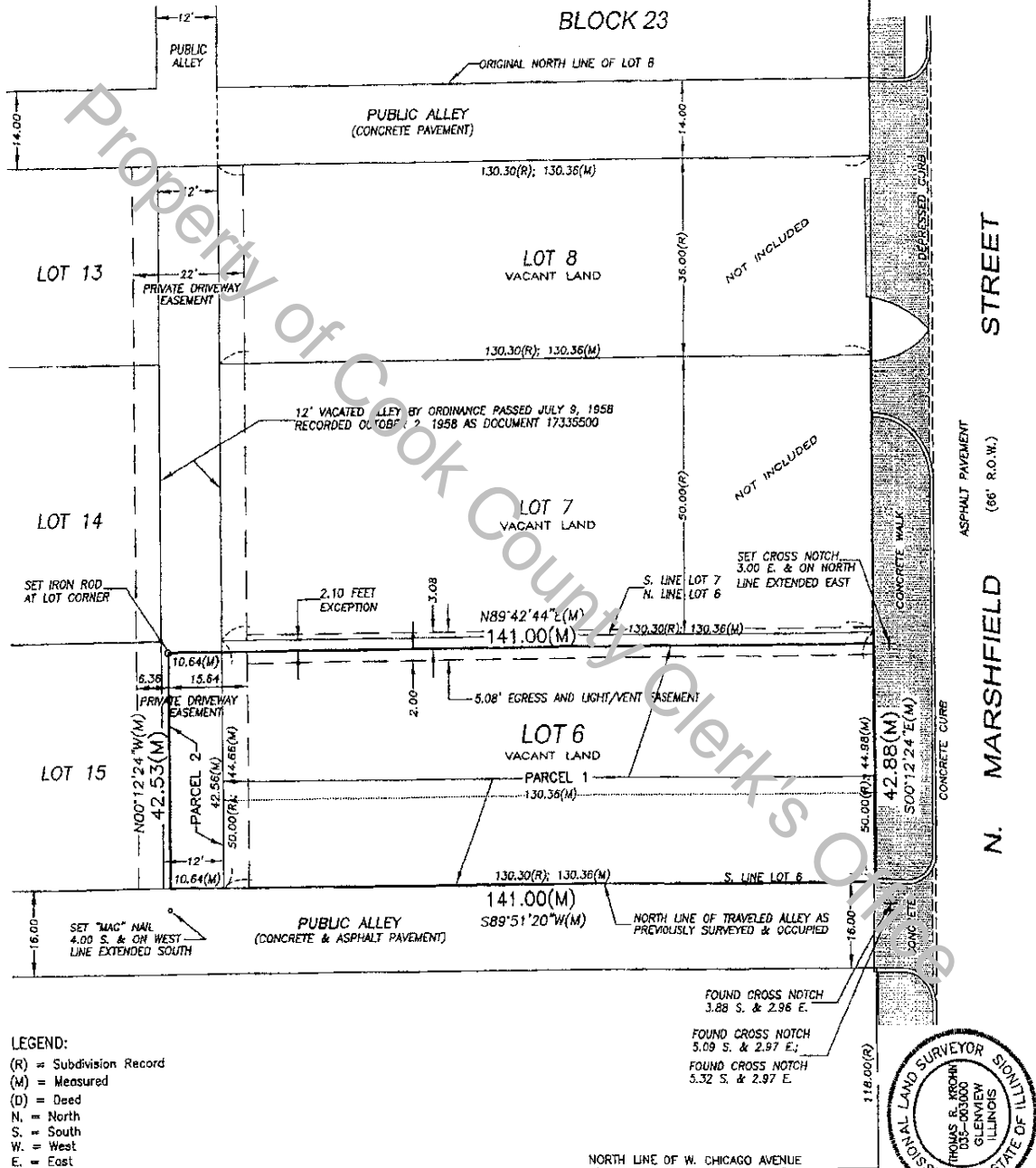
PARCEL 1:  
 THE NORTH 2.10 FEET THEREOF IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
 THE EAST 10.64 FEET OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. MARSHFIELD STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5569 SQ.FT.  
 LAND AREA PARCEL 2: 453 SQ.FT.  
 TOTAL LAND AREA: 6022 SQ.FT.

SCALE: 1 INCH = 20 FEET



**LEGEND:**

- (R) = Subdivision Record
- (M) = Measured
- (D) = Deed
- N. = North
- S. = South
- W. = West
- E. = East
- Conc. = Concrete

ORDER NO.: 13-041-4  
 ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
 PROFESSIONAL DESIGN FIRM NO. 184-004394  
 CONSTRUCTION & LAND SURVEYORS  
 1121 DEPOT STREET, GLENVIEW, IL 60025  
 TEL. (847) 904-7690; FAX (847) 904-7691

-BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGELS ONLY.  
 -DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE NOT TO BE ASSUMED FROM SCALING.  
 -THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND FOR ACCURACY SHOULD BE COMPARED WITH DEED AND/OR TITLE POLICY.  
 -BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION. REFER TO YOUR DEED, ABSTRACT AND/OR TITLE POLICY.  
 -COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS  
 COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

FIELD WORK COMPLETED: SEPTEMBER 10, 2014

DATED THIS 10th DAY OF SEPTEMBER, 2014.

BY: *Thomas R. Krohn*  
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3000  
 LICENSE EXPIRES 11/30/2014



# UNOFFICIAL COPY

## PLAT OF SURVEY

OF

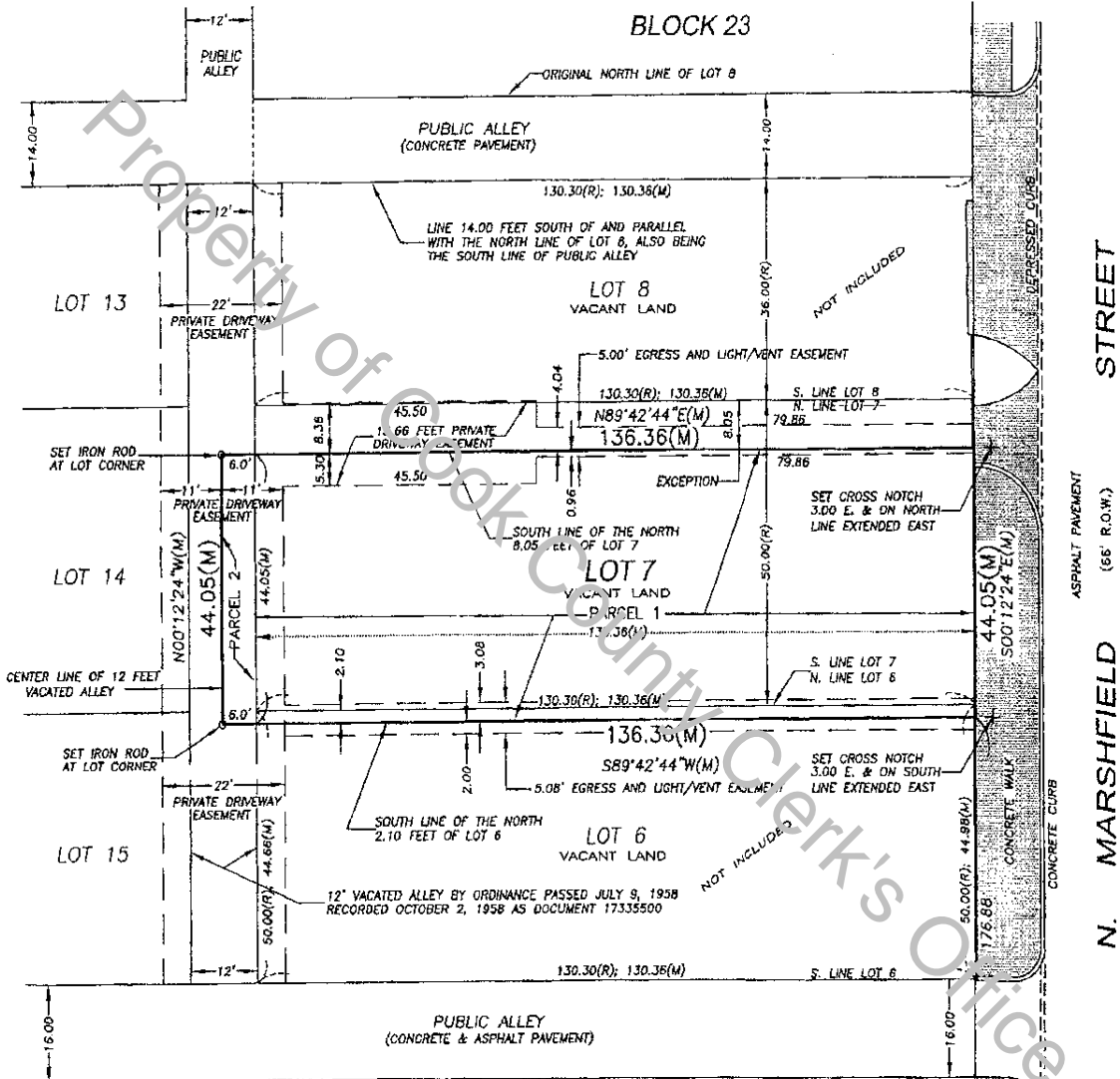
PARCEL 1:  
LOT 7 (EXCEPT THE NORTH 8.05 FEET THEREOF) AND THE NORTH 2.10 FEET OF LOT 6 IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. MARSHFIELD STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5743 SQ.FT.  
LAND AREA PARCEL 2: 264 SQ.FT.  
TOTAL LAND AREA: 6007 SQ.FT.

SCALE: 1 INCH = 20 FEET



LEGEND:

- (R) = Subdivision Record
- (M) = Measured
- (D) = Deed
- N. = North
- S. = South
- W. = West
- E. = East
- Conc. = Concrete

ORDER NO.: 15-063  
ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
PROFESSIONAL DESIGN FIRM NO. 184-004394  
CONSTRUCTION & LAND SURVEYORS  
1121 DEPOT STREET, GLENVIEW, IL 60025  
TEL. (847) 904-7690; FAX (847) 904-7691

GENERAL NOTES:

- BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE NOT TO BE ASSUMED FROM SCALING.
- THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND FOR ACCURACY SHOULD BE COMPARED WITH DEED AND/OR TITLE POLICY.
- BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION. REFER TO YOUR DEED, ABSTRACT AND/OR TITLE POLICY.
- COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS  
COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

FIELD WORK COMPLETED: MARCH 20, 2015

DATED THIS 20th DAY OF MARCH, 2015.

BY: *Thomas R. Krohn*  
PROFESSIONAL ILLINOIS LAND SURVEYOR NO.3000  
LICENSE EXPIRES 11/30/2016



# UNOFFICIAL COPY

## PLAT OF SURVEY

OF

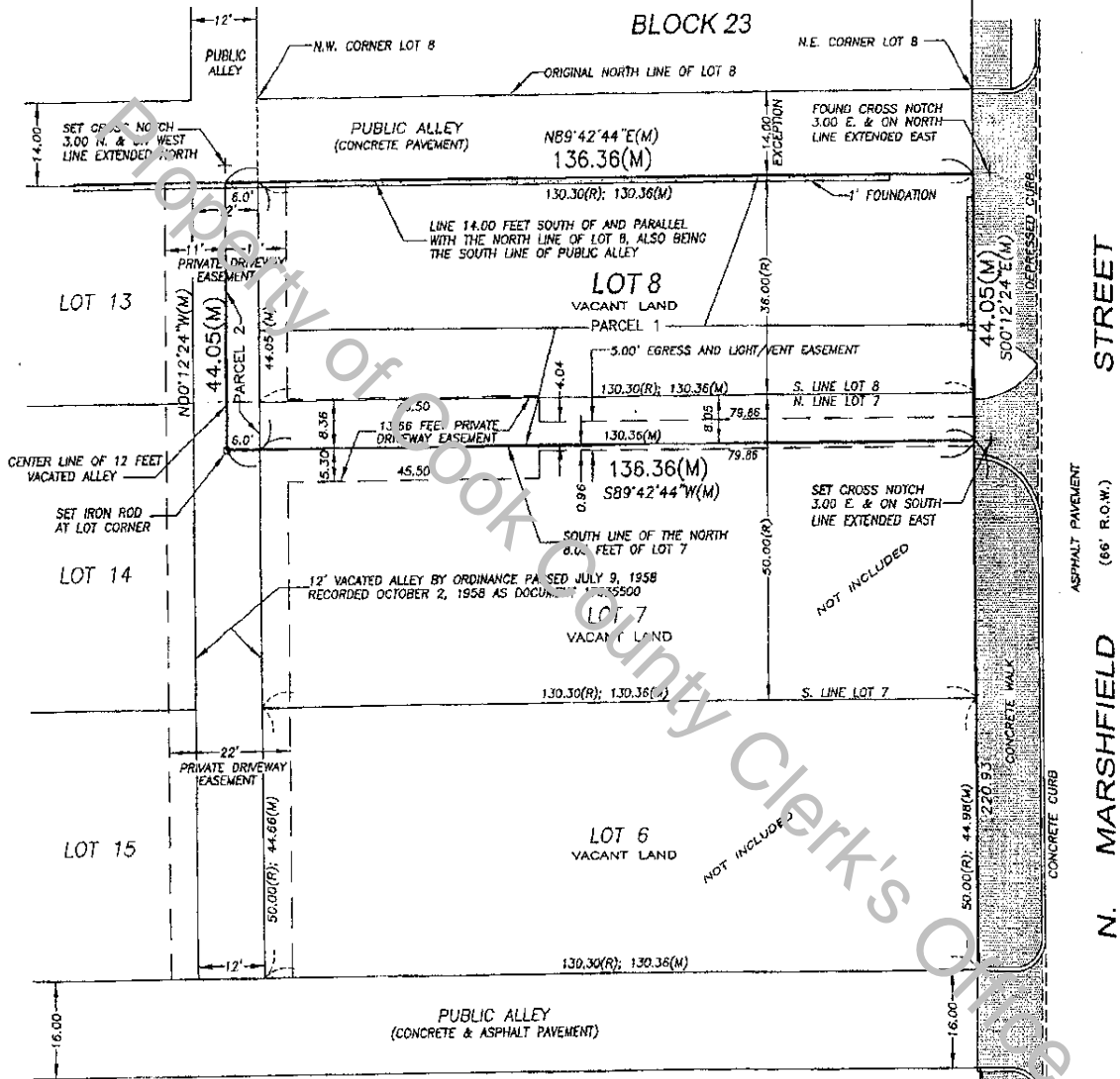
**PARCEL 1:**  
 LOT 8 (EXCEPT THE NORTH 14.00 FEET THEREOF) AND THE NORTH 8.05 FEET OF LOT 7 IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
 THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. MARSHFIELD STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5743 SQ.FT.  
 LAND AREA PARCEL 2: 264 SQ.FT.  
 TOTAL LAND AREA: 6007 SQ.FT.

SCALE: 1 INCH = 20 FEET



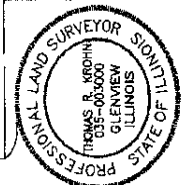
**LEGEND:**  
 (R) = Subdivision Record  
 (M) = Measured  
 (D) = Deed  
 N. = North  
 S. = South  
 W. = West  
 E. = East  
 Conc. = Concrete

ORDER NO.: 15-072  
 ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
 PROFESSIONAL DESIGN FIRM NO. 184-004394  
 CONSTRUCTION & LAND SURVEYORS  
 1121 DEPOT STREET, GLENVIEW, IL 60025  
 TEL. (847) 904-7690; FAX (847) 904-7691

**GENERAL NOTES:**  
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 -COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS  
 COUNTY OF COOK SS  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.  
 FIELD WORK COMPLETED: MARCH 20, 2015  
 DATED THIS 20th DAY OF MARCH, 2015.  
  
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3000  
 LICENSE EXPIRES 11/30/2016



# UNOFFICIAL COPY

## PLAT OF SURVEY

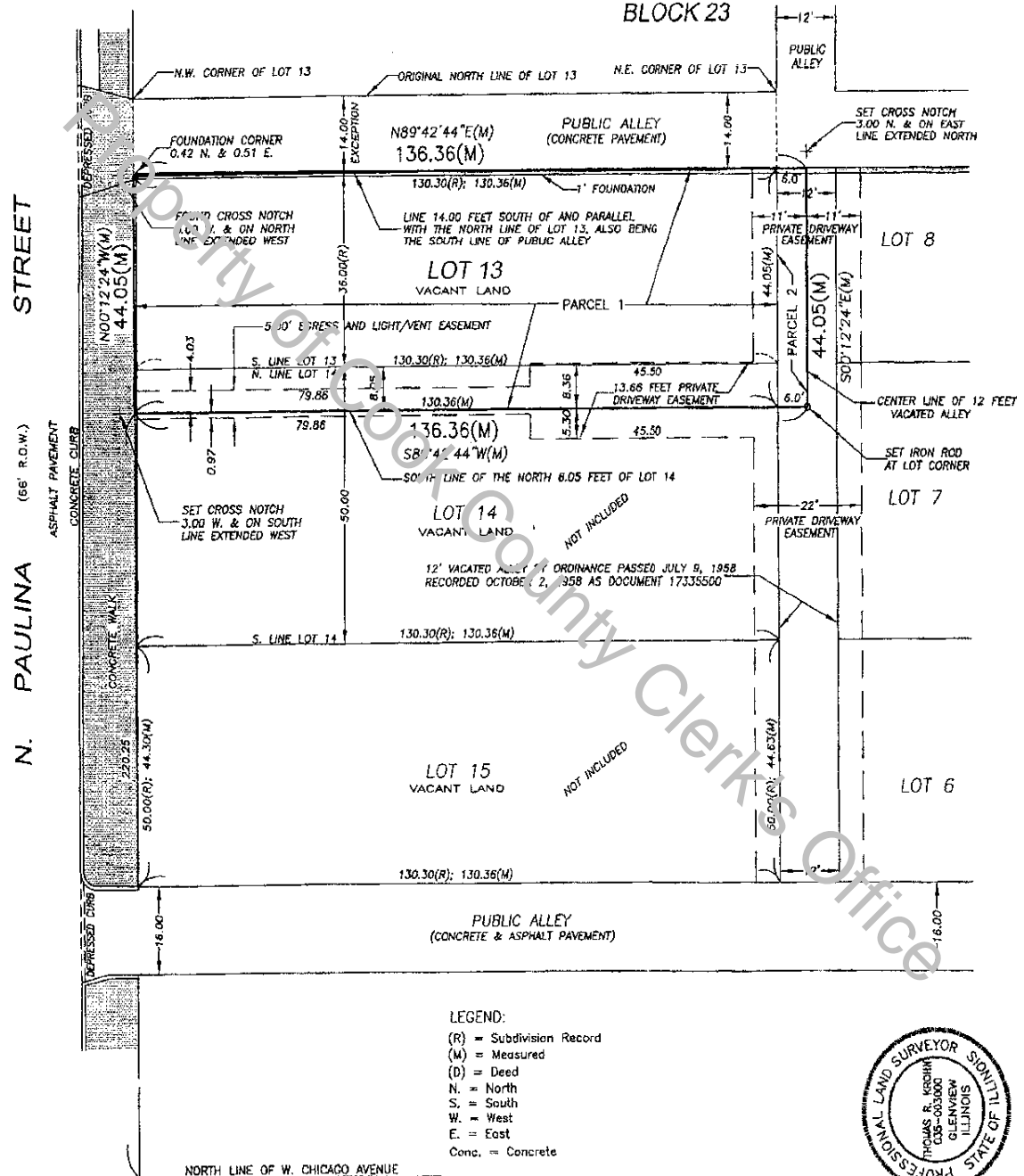
PARCEL 1:  
 LOT 13 (EXCEPT THE NORTH 14.00 FEET THEREOF) AND THE NORTH 8.05 FEET OF LOT 14 IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
 THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. PAULINA STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5743 SQ.FT.  
 LAND AREA PARCEL 2: 264 SQ.FT.  
 TOTAL LAND AREA: 6007 SQ.FT.

SCALE: 1 INCH = 20 FEET



**LEGEND:**

- (R) = Subdivision Record
- (M) = Measured
- (D) = Deed
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- S. = South
- W. = West
- E. = East
- Conc. = Concrete

**GENERAL NOTES:**

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- COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS  
 COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

FIELD WORK COMPLETED: MARCH 20, 2015

DATED THIS 20th DAY OF MARCH, 2016.

By: *Thomas R. Krohn*  
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3000  
 LICENSE EXPIRES 11/30/2016



ORDER NO.: 15-073  
 ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
 PROFESSIONAL DESIGN FIRM NO. 184-004394  
 CONSTRUCTION & LAND SURVEYORS  
 1121 DEPOT STREET, GLENVIEW, IL 60025  
 TEL (847) 904-7690; FAX (847) 904-7691

# UNOFFICIAL COPY

## PLAT OF SURVEY

OF

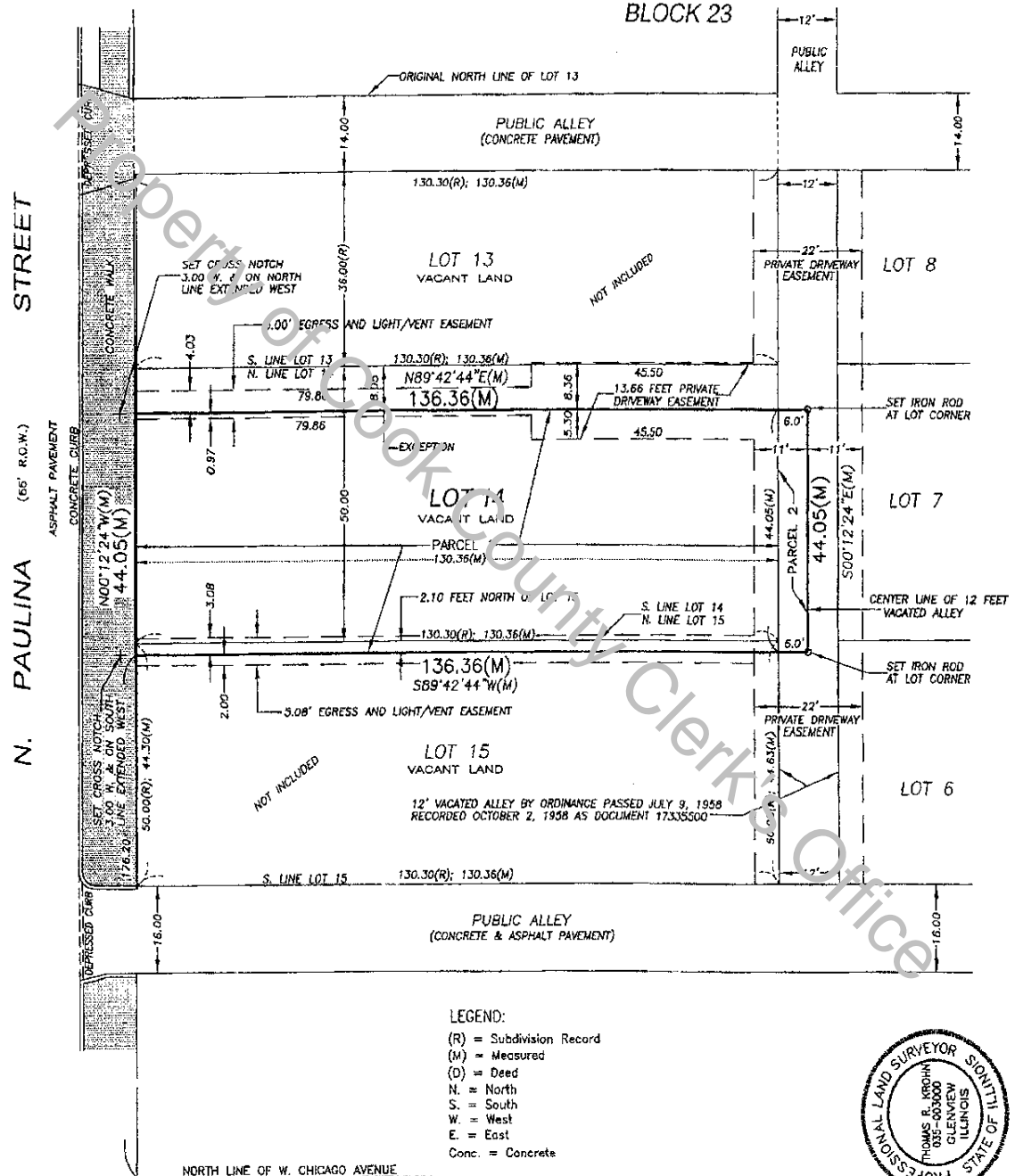
PARCEL 1:  
 LOT 14 (EXCEPT THE NORTH 8.05 FEET THEREOF) AND THE NORTH 2.10 FEET OF LOT 15 IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
 THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. PAULINA STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5743 SQ.FT.  
 LAND AREA PARCEL 2: 264 SQ.FT.  
 TOTAL LAND AREA: 6007 SQ.FT.

SCALE: 1 INCH = 20 FEET



ORDER NO.: 15-074  
 ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
 PROFESSIONAL DESIGN FIRM NO. 184-004394  
 CONSTRUCTION & LAND SURVEYORS  
 1121 DEPOT STREET, GLENVIEW, IL 60025  
 TEL. (847) 904-7690; FAX (847) 904-7691





# UNOFFICIAL COPY

## PLAT OF SURVEY

OF

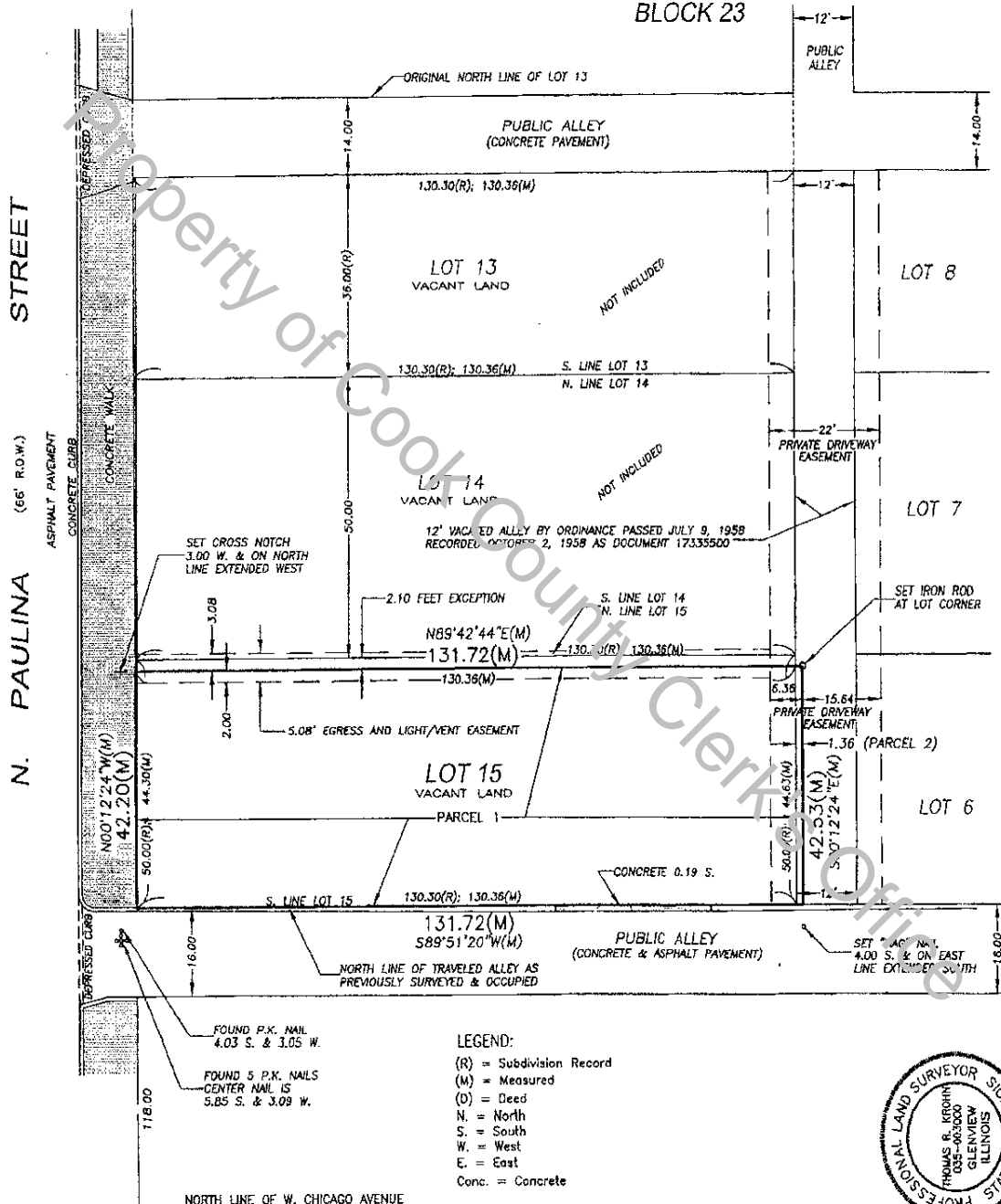
PARCEL 1:  
 LOT 15 (EXCEPT THE NORTH 2.10 FEET THEREOF) IN BLOCK 23 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
 THE WEST 1.36 FEET OF THE VACATED ALLEY LYING EAST OF AND ADJACENT TO PARCEL 1 AS VACATED BY ORDINANCE PASSED JULY 9, 1958 AND RECORDED OCTOBER 2, 1958 AS DOCUMENT NUMBER 17335500 IN BLOCK 23 IN SAID JOHNSTON'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: N. PAULINA STREET, CHICAGO, ILLINOIS 60622

LAND AREA PARCEL 1: 5522 SQ.FT.  
 LAND AREA PARCEL 2: 58 SQ.FT.  
 TOTAL LAND AREA: 5580 SQ.FT.

SCALE: 1 INCH = 20 FEET



**LEGEND:**  
 (R) = Subdivision Record  
 (M) = Measured  
 (D) = Deed  
 N. = North  
 S. = South  
 W. = West  
 E. = East  
 Conc. = Concrete

**GENERAL NOTES:**

- BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.
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- THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND FOR ACCURACY SHOULD BE COMPARED WITH DEED AND/OR TITLE POLICY.
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STATE OF ILLINOIS  
 COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

FIELD WORK COMPLETED: MARCH 20, 2015

DATED THIS 20th DAY OF MARCH, 2015.

By: *Thomas R. Krohn*  
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3000  
 LICENSE EXPIRES 11/30/2016

ORDER NO.: 15-075  
 ORDERED BY: ECO DEVELOPMENT

PREPARED BY:  
**GEODETIC SURVEY, LTD.**  
 PROFESSIONAL DESIGN FIRM NO. 184-DD4394  
 CONSTRUCTION & LAND SURVEYORS  
 1121 DEPOT STREET, GLENVIEW, IL 60025  
 TEL. (847) 904-7690; FAX (847) 904-7691

# UNOFFICIAL COPY

**COOK COUNTY ASSESSOR**  
**JOSEPH BERRIOS**



COOK COUNTY ASSESSOR'S OFFICE  
118 NORTH CLARK STREET, CHICAGO, IL 60602  
PHONE: 312.443.7550 FAX: 312.603.3352  
WWW.COOKCOUNTYASSESSOR.COM

## PETITION FOR DIVISION AND/OR CONSOLIDATION OF PROPERTY FOR THE TAX YEAR 2016

**PETITIONS FOR DIVISIONS/CONSOLIDATIONS  
MUST BE RECEIVED OR POSTMARKED  
NO LATER THAN OCTOBER 31, 2015**

To the Assessor of Cook County:

By signing below, I affirm that I have an interest in the property described in this petition. I request and authorize the Assessor to reconfigure ( 2 ) existing PINs as ( 6 ) new tracts on the Assessment Roll for the 2016 tax year.

Adding the two numbers above results in a total of ( 8 ) which will be the basis of determining the fee for this petition. The required fee, as authorized under Section 32-1 of the Code of Ordinances of Cook County, Illinois, must be paid at the time of filing this division/consolidation.

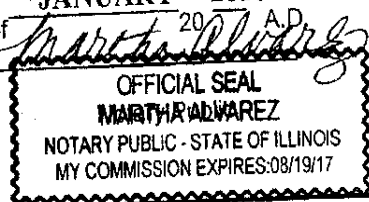
Attached to and made a part of this petition is an exact, concise, legal description of the property to be divided or consolidated and of each new tract to be listed. I also acknowledge that I have read and complied with the instructions on the third page of this form.

### ALL PARTIES TO THE DIVISION AND/OR CONSOLIDATION MUST SIGN

All original signatures must be notarized including the submitter's

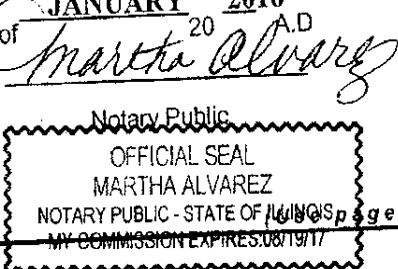
NOTE: Tract owner(s) name and address listed below will be forwarded to the county collector for billing purposes.

Subscribed and sworn to before  
me this 25th day  
of JANUARY 2016 A.D.



Signature *Beatriz*  
Print Name BEATRIZ BETANCOURT, ATTORNEY AT LAW  
Address 257 NORTH MILWAUKEE AVENUE  
City CHICAGO State IL Zip 60647  
Tel. No. 773-278-1777  
(Submitter/Representative)

Subscribed and sworn to before  
me this 25th day  
of JANUARY 2016 A.D.



Signature *Laura Llamedo*  
Print Name LAURA LLAMEDO  
Address 2452 WEST BERENICE AVENUE  
City CHICAGO State IL Zip 60618  
Tel. No. 773-517-2056  
(Owner of Tract Number 1)

page 2 for additional notarized signatures

#### FOR OFFICE USE ONLY

Township \_\_\_\_\_ Volume \_\_\_\_\_  
Date Received \_\_\_\_\_ By \_\_\_\_\_ Petition No. \_\_\_\_\_  
Division Made \_\_\_\_\_ By \_\_\_\_\_ Land Division No. \_\_\_\_\_

COPY

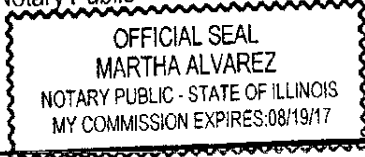
# UNOFFICIAL COPY

Subscribed and sworn to before

me this 25<sup>th</sup> day

of JANUARY 2016 A.D.

Martha Alvarez  
Notary Public



Signature Laura L. Flamedo, President

Print Name 814 N MARSHFIELD INC.

Address 2452 WEST BERENICE AVENUE

City CHICAGO State IL Zip 60618

Tel. No. 773-517-2056  
(Owner of Tract Number 2)

Subscribed and sworn to before

me this \_\_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_ A.D.

\_\_\_\_\_  
Notary Public

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. No. \_\_\_\_\_  
(Owner of Tract Number 3)

Subscribed and sworn to before

me this \_\_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_ A.D.

\_\_\_\_\_  
Notary Public

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. No. \_\_\_\_\_  
(Owner of Tract Number 4)

Subscribed and sworn to before

me this \_\_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_ A.D.

\_\_\_\_\_  
Notary Public

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tel. No. \_\_\_\_\_  
(Owner of Tract Number 5)

# UNOFFICIAL COPY

PETITIONS FOR DIVISIONS/CONSOLIDATIONS  
MUST BE RECEIVED OR POSTMARKED  
NO LATER THAN OCTOBER 31, 2014

## SCHEDULE TO BE ATTACHED AS A PART OF LAND DIVISION/CONSOLIDATION PETITION

Volume \_\_\_\_\_ Tax Code(s) \_\_\_\_\_

Permanent Real Estate Index No.(s) \_\_\_\_\_

Please read the detailed rules for Filing Petitions and  
Consolidations, available on our web site and at all locations.

For information: Phone: 312-603-5323 Fax: 312-603-5247, Website: [www.cookcountyassessor.com](http://www.cookcountyassessor.com)

List original legal description(s) as now described on the County Clerk's records and then list separately the new description of each divided or consolidated tract. Number each tract to correspond with the signatures on pages 1 and 2. If the new legal description is by metes and bounds, a plat of survey showing acreage **MUST** be attached to this petition. The Division Department may request and require, as necessary, the following additional documentation: deeds, plat act, and/or affidavits.

### THIS SECTION IS FOR EXEMPT PROPERTIES ONLY

- Check here if an exempt parcel is being divided or consolidated and the exemption is to be continued for all or some of the newly created parcels. An Exempt "Continued Ownership and Use Affidavit" **MUST** be filed as part of this petition. Continued Ownership and Use Affidavit forms are available in the Assessor's Exempt Department or on the Assessor's Website at [www.cookcountyassessor.com](http://www.cookcountyassessor.com).
- Check here if an exempt parcel is being divided or consolidated and it is not the intent of the exempt agency to continue the exemption to any of the newly created parcels.
- Check here if application for exemption has been filed with the Cook County Board of Review.  
Date of application \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**UNOFFICIAL COPY**

EXHIBIT (U)



Chicago Title Insurance Company

**QUIT CLAIM DEED  
ILLINOIS STATUTORY**



Doc#: 1136313038 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2011 01:25 PM Pg: 1 of 4

PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE GRANTOR(S), ROSELIO LLAMEDO, married, of the City of CHICAGO, County of COOK, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and QUIT CLAIM to LAURA L. LLAMEDO (GRANTEE'S ADDRESS) 2452 W. BERENICE, CHICAGO, Illinois 60618 of the County of COOK, all interest in the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof

THIS IS NOT HOMESTEAD PROPERTY

**SUBJECT TO:**

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 17-06-439-025-0000, 17-06-439-026-0000

Address(es) of Real Estate: 824 NORTH MARSHFIELD, CHICAGO, Illinois 60622

Dated this 05<sup>th</sup> day of January, 2011

Roselio Llamedo  
ROSELIO LLAMEDO

COPY



# UNOFFICIAL COPY

STATE OF ILLINOIS, COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT laura l. Llamedo, unmarried, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15<sup>th</sup> day of may, 2015



Beatriz Betancourt (Notary Public)

EXEMPT UNDER PROVISIONS OF PARAGRAPH 5 SECTION 31 - 45,

REAL ESTATE TRANSFER TAX LAW

DATE: 5/15/15

Beatriz Betancourt  
Signature of Buyer, Seller or Representative

**Prepared By:** Beatriz Betancourt  
Guillermo F. Martinez & Associates  
Attorneys at law  
2457 N. Milwaukee Avenue  
Chicago, Illinois 60647

**Mail To:**  
814 N MARSHFIELD INC.  
2452 W. Berenice  
Chicago, Ill 60618

**Name & Address of Taxpayer:**  
814 N MARSHFIELD INC.  
2452 W. Berenice  
CHICAGO, Illinois 60618

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY



Chicago Title Insurance Company  
**QUIT CLAIM DEED  
ILLINOIS STATUTORY**



Doc#: 1516034074 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/09/2015 01:37 PM Pg: 1 of 4

8979950 Karen D 1/13

THE GRANTOR(S), LAURA L. LLAMEDO, unmarried, of the City of CHICAGO, County of COOK, State of Illinois for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY(S) and QUIT CLAIM to 814 N MARSHFIELD INC., AN ILLINOIS CORPORATION (GRANTEE'S ADDRESS) 2452 W. BERENICE, CHICAGO, Illinois 60618 of the County of COOK, all interest in the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

See Exhibit 'A' attached hereto and made a part hereof

THIS IS NOT HOMESTEAD PROPERTY

**SUBJECT TO:**

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s):

17-06-439-026-0000 (underlying PIN)

Address(es) of Real Estate: 814 NORTH MARSHFIELD, CHICAGO, Illinois 60622

Dated this 15th day of May, 2015

Laura L. Llamedo  
LAURA L. LLAMEDO

City of Chicago  
Dept. of Finance  
687502



Real Estate  
Transfer  
Stamp

5/14/2015 12:01  
dr00111

\$0.00

Batch 9,848,701

Box 400

SS  
PP  
SS  
SC  
INT

CCRD REVIEWER RU

COPY