



\*1726557070\*

Doc# 1726557070 Fee \$72.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/22/2017 10:06 AM PG: 1 OF 18

Property of Cook County Clerk's Office

CLAIM OF LIEN

First Midwest Realty, LLC, ) Claim of Commercial Real Estate Broker's Lien
)
Broker-Claimant )

The broker-claimant named above, whose real estate license number is 481012141, and whose business address is 12420 Archer Ave., Suite C, Lemont, Illinois 60439, claims a commercial real estate broker's lien under 770 ILCS 15/10 of the Commercial Real Estate Broker Lien Act and states:

1. The real property ("property") against which the lien is claimed is located at 10530 Major Ave., Chicago Ridge, Illinois 60415, and is legally described on Exhibit A attached to this claim. The record owner ("owner") of the property is Wally Mietus as beneficiary of the State Bank of Countryside Trust No. 92-1215 .

2. On January 15, 2017 , the broker-claimant entered into a written agreement with the owner obligating the owner to pay a commission to the broker-claimant. A legible copy of the agreement is attached as Exhibit B.

3. The broker-claimant, by its agents, provided services for the owner and is in compliance with the broker-claimant's obligations under the written agreement.

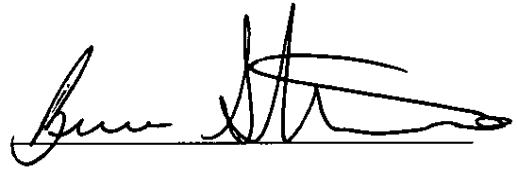
4. The amount of the commission or fee to which the broker-claimant is entitled is 5.0% of the sales price of \$530,000.00 which totals \$26,500.00.

5. Choose one or more: (a) The broker-claimant now claims a lien on the property and all improvements to the property and against all persons interested in the property in the amount of \$26,500.00 .

6. The information contained in this claim of lien is true and accurate to the best knowledge of the signer.

18

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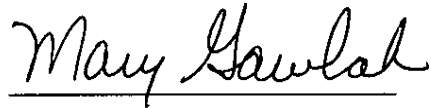


First Midwest Realty, LLC

By: Bruno Styrzula

Its: Authorized Agent

Signed and sworn to before me in Cook County, Illinois, on the 21<sup>st</sup> day of September, 2017



Notary Public

My commission expires: 12-15-18



Property of Cook County Clerk's Office

Prepared By and When Recorded Return to:

Bruno Styrzula

First Midwest Realty, LLC

12420 Archer Ave., Suite C

Lemont, Illinois 60439

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## EXHIBIT A

LOT 6 IN RIDGEMONT SQUARE SUBDIVISION (EXCEPT THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, AND EXCEPT THAT PART LYING WITHIN THE WEST 480 FEET OF THE NORTH 510 FEET OF THE SOUTH EAST  $\frac{1}{4}$  OF THE NORTH EAST QUARTER OF SECTION 17, AND EXCEPT THE NORTH 33 FEET (EXCEPT THE WEST 480 FEET) OF PART OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST  $\frac{2}{5}$  OF THE EAST  $\frac{1}{2}$  OF THE SAID NORTH EAST  $\frac{1}{4}$  ) ALL IN COOK COUNTY, ILLINOIS.

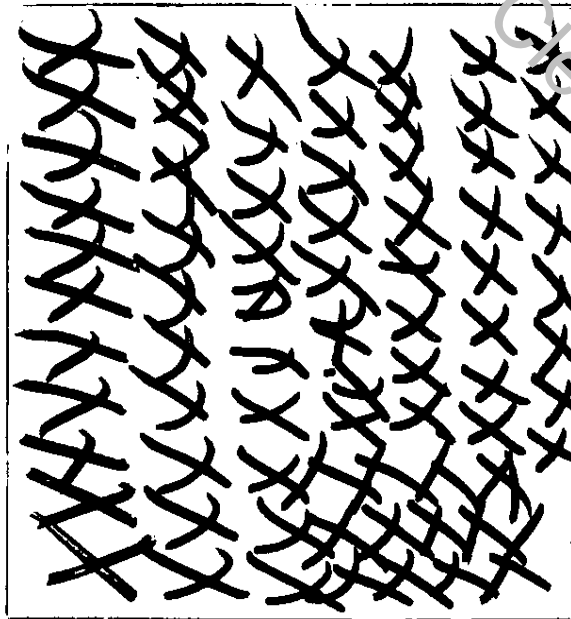
PIN: 24-17-220-006-0000

Commonly known as: 10530 Major Ave., Chicago Ridge, Illinois 60415

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Property of Cook County Clerk's Office

## EXHIBIT B



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## MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL PROPERTY EXCLUSIVE RIGHT TO SELL/LEASE AGREEMENT



1 First Midwest Realty  
 2 BROKERAGE (Print Listing Office Name)  
 3 Bruno Styrczula  
 4 MANAGING BROKER NAME (Print)  
 5 BERNADETTE WINSKI  
 6 DESIGNATED AGENT NAME (Print)

Wally Mietus  
 SELLER/LANDLORD NAME (Print)  
 \_\_\_\_\_  
 SELLER/LANDLORD NAME (Print)

7  
 8 Seller/Landlord represents and warrants that title to the property is in the name of Wally Mietus  
 9 \_\_\_\_\_ and Seller/Landlord has the authority to  
 10 sell/lease the Property.

11  
 12 For the purposes of this Exclusive Right to Sell/Lease Agreement, the use of the term "Client" shall include in addition thereto, the  
 13 term "Seller/ Landlord" (circle one); the use of the term "buyer" shall include the term "tenant"; and the uses of the plural form or  
 14 the possessive form of the terms "Client" and "buyer" shall also include the plural form and the possessive form of the terms  
 15 "Seller/Landlord" and "tenant".

16  
 17 **1. Property:** This Agreement is between the above-mentioned Brokerage and Client, in consideration of their acceptance of the  
 18 terms hereof and efforts of Brokerage to advertise, market, promote, and sell/lease the real estate commonly known as:  
 19 Address: 10530 MAJOR  
 20 Unit No: 10530, City: Chicago Ridge  
 21 County: Cook, State: IL, Zip Code: 60415  
 22 Permanent Index No.: 24-17-220-004-0000, hereinafter referred to as "Property."

23 For Condo or Coop if parking space is included: (check type)  deeded space;  limited common element;  assigned; Parking Space # \_\_\_\_\_

24  
 25  
 26 AGREEMENT between First Midwest Realty 12420 Archer Ave Suite C, Lemont, IL 60439  
 27 \_\_\_\_\_  
 28 hereinafter referred to as "BROKER" and Wally Mietus hereinafter referred to as "CLIENT."

29  
 30 **2. Term and Conditions:** Beginning 12:01 A.M. Month: 01 Day: 15 Year: 2017 and terminating 11:59  
 31 P.M. Month: 7 Day: 15 Year: 2017 Client gives to Broker the exclusive right to sell, lease,  
 32 option or exchange the Property to qualified buyers and to share the Property with Participants in the Midwest Real Estate Data,  
 33 LLC, Inc. and/or any Multiple Listing Service in which Broker is a Participant in accordance with the applicable rules and  
 34 regulations of that Multiple Listing Service.

35  
 36 MA ) THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO DISCRIMINATE  
 37 (Client's Initials) AGAINST ANY PROSPECTIVE BUYER OR TENANT ON THE BASIS OF RACE, AGE,  
 38 COLOR, RELIGION, SEX, ANCESTRY, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL  
 39 STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MILITARY STATUS, DISHONORABLE DISCHARGE  
 40 FROM THE MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY THE ILLINOIS HUMAN RIGHTS  
 41 ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR  
 42 HOUSING LAWS.

43  
 44 **3. Marketing Price:** If for sale, the price shall be \$549,900.00  
 45 If for lease, the lease price shall be \$0.00 (choose one) per month/per year.

46  
 47 **4. Title:** Title is in the name of Wally Mietus  
 48 and Client represents that Client has the authority to sell/lease the premises.

49  
 50 **5. Client's Designated Agent:** Managing Broker designates and Client accepts: BERNADETTE WINSKI  
 51 ("Client's Designated Agent"), a licensee affiliated with Managing Broker, as the only legal agent of Client to market and  
 52 sell/lease Client's Property. Managing Broker reserves the right to appoint additional designated agents for Client when, in  
 53 Managing Broker's discretion, it is necessary. If additional designated agents are appointed, Client shall be informed in writing  
 54 within a reasonable time of such appointment. Client authorizes Client's Designated Agent, from time to time, to allow another

MA Managing Broker Initial \_\_\_\_\_ Client(s) Initial MA Client(s) Initial  
 Address: 10530 MAJOR

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licensee, who is not an agent of the Client, to conduct an open house of Client Property or provide similar support to Designated Agent in the marketing of Client's Property. Client understands and agrees that this Agreement is a contract for Brokerage to market and sell/lease Client's Property and that Client's Designated Agent is the only legal agent of Client. Client's Designated Agent will be primarily responsible for the direct marketing and sale/lease of Client's Property. The duties owed to Client as referred in the Illinois Real Estate License Act of 2000, as amended, will only be owed to Client by the Designated Agent. The Managing Broker and the Designated Agent will have only those duties to the Client as are required by statute.

**6. Possible Dual Agency:** The above named Designated Agent (hereinafter sometimes referred to as "Licensee") may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of the Property. Seller/Landlord acknowledges he was informed of the possibility of this type of representation. Before signing this document, Seller/Landlord must read the following:

Representing more than one party to a transaction presents a conflict of interest, since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Seller/Landlord acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands that he has been advised to seek independent advice from advisors or attorneys before signing any documents in this transaction.

#### WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the Property to the buyer or tenant.
3. Disclose all latent material defects in the Property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the Seller or Landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for Property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

#### WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If Seller/Landlord is uncomfortable with this disclosure and dual representation, please let Licensee know. Seller/Landlord is not required to accept this section unless Seller/Landlord wants to allow the Licensee to proceed as a Dual Agent in this transaction.

Yes  No  
 By checking "Yes" and initialing, Seller/Landlord acknowledges that Seller/Landlord has read and understands this section and voluntarily consents to the Licensee acting as Dual Agent (that is, to represent BOTH the Seller and buyer or Landlord and tenant) should that become necessary.

**7. Representation of Buyers/Tenants:** Client acknowledges that Client has been informed and understands that as part of Brokerage's real estate business, Brokerage, from time to time, enters into representation agreements with buyers/tenants, and, as such, may designate certain of its licensees as exclusive buyers'/tenants' representatives for the purpose of showing and negotiating the purchase of real estate listed with Brokerage or other real estate brokerage firms.

**8. Buyer/Tenant Confidentiality:** Client understands that Brokerage, Managing Broker and/or Designated Agent may have previously represented a buyer/tenant who is interested in Client's Property. During that representation, Managing Broker and/or Designated Agent may have learned material information about the buyer/tenant that is considered confidential. Under the law, neither Managing Broker nor Designated Agent may disclose any such confidential information to Client even though the Managing Broker and/or Designated Agent now represent the Client.

Managing Broker Initial MA Client(s) Initial MA Client(s) Initial MA  
 Address: 10530 MAJOR

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113  
114 **9. Managing Broker's Licensees:** Client understands and agrees that other licensees affiliated with Brokerage, may represent the  
115 actual or prospective buyer of Client's Property. Further, Client understands and agrees that if the Property is sold or leased  
116 through the efforts of a licensee affiliated with Brokerage that represents the buyer, the other licensee affiliated with Brokerage  
117 will be acting as a buyer's representative.

118  
119 **10. Consent to Represent Other Clients:** Client understands and agrees that Brokerage, Managing Broker and Designated Agent  
120 may from time to time represent or assist other sellers/landlords who may be interested in selling/leasing their property to  
121 buyers/tenants. The Client consents to Brokerage, Managing Broker's and Designated Agent's representation of such other  
122 sellers/landlords before, during, and after the expiration of this Exclusive Marketing Agreement and expressly waives any claims  
123 including but not limited to breach of duty or breach of contract based solely upon Brokerage, Managing Broker's or Designated  
124 Agent's representation or assistance of other sellers/landlords who may be interested in selling/leasing their property to  
125 buyers/tenants.

126  
127 **11. Brokerage Fee:** Except as provided hereafter, in consideration of the obligations of the Brokerage, the Client agrees:

128 **For Sale**

129 (a) To pay Brokerage at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale,  
130 compensation in the amount of, for Brokerage's services 5% (to be distributed 2.5 of  
131 the sales price to the listing office and 2.5 (3% if dual agency) of the sales price to the selling office) in  
132 effecting the sale by finding a Buyer ready, willing, and able to purchase the property. If the transaction shall not be closed  
133 because of refusal, failure, or inability of the Client to perform, the Client shall pay the sales commission in full to Brokerage upon  
134 demand. Should a sale be in pending or contingent status at the expiration of this Agreement, Client shall pay Brokerage the full  
135 commission set forth upon closing of said sale.

136 **For Lease**

137 (b) To pay Brokerage at the time of lease execution or upon an event or events specified in Paragraph 16 hereof, for Brokerage  
138 services a total leasing commission of \_\_\_\_\_ (to be distributed \_\_\_\_\_ of  
139 the total commission to the listing office and \_\_\_\_\_ of the total commission to the leasing office). If the above  
140 conditions are not met because of the refusal, failure or inability of the Landlord to perform, Landlord shall pay the Brokerage fee  
141 in full to Brokerage upon demand. In the event the property is leased and Tenant subsequently purchases the property within  
142 \_\_\_\_\_ months after the expiration of said lease, Brokerage shall, in addition to any fee for leasing the property, also be entitled  
143 to the Brokerage Fee for the sale of the property in accordance with the terms and conditions as defined in subparagraph (a) of this  
144 paragraph.

145  
146 (c) To pay Brokerage the commission specified above if Brokerage procures a buyer or tenant, if the Property is sold or leased  
147 within said time by Client or any other person, or if the property is sold or leased within 0 days from the expiration date  
148 herein to any person to whom the said listing information was submitted during the term of this exclusive agreement. However,  
149 Client shall not be obligated to pay said commission if a valid, written listing agreement is entered into during the term of said  
150 protection period with another brokerage and the sale or lease of the Property is made during the term of the subsequent listing  
151 agreement.

152  
153 **12. Cooperation and Compensation:** Broker is authorized to show the Property to prospective buyers/lessees through  
154 cooperating agents; and Broker, on a case by case basis, may pay a part of the above commission to cooperating agents. Broker is  
155 authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will  
156 offer cooperating brokers in the sale of Client's property. Client acknowledges that the compensation offered to such cooperating  
157 brokers may vary from broker to broker.

158  
159 **13. Virtual Office Website Policy:** If Brokerage operates a Virtual Office Website ("VOW") the following shall apply:  
160 for the purpose of marketing properties to consumers on the Internet who have established a brokerage-consumer relationship, as  
161 defined by Illinois Real Estate License Act of 2000, as amended, giving the consumer the opportunity to search for active and  
162 closed listing data, subject to Brokerage's oversight, supervision and accountability. The VOW Policy states that a VOW shall not  
163 display listings or property addresses of any seller who has affirmatively directed the brokerage to withhold the seller's listing or  
164 property address from display on the Internet. A VOW may allow third parties to write comments or reviews about particular  
165 listings or display a hyperlink to such comments or review in immediate conjunction with particular listings or display an  
166 automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.  
167 The Policy allows the Brokerage to disable or discontinue, at Client's request, either or both of the aforementioned VOW features  
168 (display of listing and display of listing address and ability to make comments or display estimate of market value).

169  
170  
171 M Managing Broker Initial \_\_\_\_\_ Client(s) Initial MA Client(s) Initial  
Address: 10530 MAJOR

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171 WITH REGARD TO THE VOW POLICY, CLIENT HEREBY DIRECTS BROKERAGE AS FOLLOWS (Initial that apply):

172  
173 ( ) / ( ) I do NOT want the Property listing to be displayed on the Internet.

174  
175 ( ) / ( ) I do NOT want the Property address to be displayed on the Internet.

176  
177 ( ) / ( ) I do NOT give permission for comments or reviews on my listing.

178  
179 ( ) / ( ) I do NOT want any automated estimate of value on my listing.

180  
181 Client acknowledges that Client has read and understands the options presented above and that, if Client has selected the first  
182 option, consumers who conduct searches for listings on the Internet will not see information about Client's Property in response to  
183 their search.

184  
185 **14. Title Insurance and Survey:** (This paragraph applies to a sale only.) Client acknowledges that Client has not added to nor  
186 disposed of any part of the Property, or gained any easements in favor of or against the Property not disclosed in the Title Guaranty  
187 Policy except as stated herein. Prior to closing, Client agrees to furnish at Client's expense a title insurance commitment for an  
188 Owner's Title Insurance Policy in the amount of the sale price, showing good title in the owner's name. After a sales contract has  
189 been signed, arrangements must be made to secure title insurance and schedule the closing. Client understands that Client is not  
190 required to use any particular title insurance company and that Client or Client's attorney may select any qualified licensed  
191 company for Client's title insurance needs. Not less than one (1) business day prior to closing, except where the subject property  
192 is a condominium, Client may be required, at Client's expense, to furnish a Plat of Survey dated not more than six (6) months prior  
193 to the date of closing, prepared by an Illinois registered land surveyor, performed pursuant to the Minimum Standard Detail  
194 requirements for ALTA/ACSM Land Title Surveys adopted by the American Land Title Association (ALTA) and the American  
195 College of Surveying and Mapping (ACSM). The standards are published on the ACSM website at www.acsm.net and on the  
196 ALTA website at www.alta.org. The applicable provisions of 68 Ill. Admin. Code #1270.56 (as amended from time to time) shall  
197 also be incorporated into this paragraph by reference.

198  
199 With regard to the issuance of title insurance:  
200  ( ) / ( ) Client authorizes Brokerage to order title insurance and related services on Client's behalf through an  
201 *Client(s) Initials* affiliate of Brokerage, for the estimated charges as disclosed in the Federal and State Disclosure  
202 Statements provided Client by Brokerage.  
203  ( ) / ( ) Client directs that \_\_\_\_\_ provide the title insurance and  
204 *Client(s) Initials* related services as stated above.  
205  *MAJ* / ( ) Client or Client's attorney will make the necessary arrangements for title insurance and any related  
206 *Client(s) Initials* services.

207  
208 **15. Fixtures and Personal Property:** In the event of a sale of the property, included in the purchase price are: hot water heater;  
209 plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting;  
210 equipment, and cabinets, water softener (except rental units) storm and screen windows and doors; attached shutters, blinds and  
211 shades, all planted vegetation; with all improvements and fixtures, if any, (all of which hereinafter referred to as Equipment), shall  
212 be left on the Property and shall be transferred to the Buyer by a Bill of Sale at the time of closing. The following items shall also  
213 be left on the Property and be conveyed to buyer at time of closing:

214 \_\_\_\_\_  
215 \_\_\_\_\_  
216 \_\_\_\_\_  
217 Excluded items: \_\_\_\_\_  
218 \_\_\_\_\_  
219 \_\_\_\_\_

220 In an event of a lease of the property the items mentioned above as included items will remain on the premises for the benefit of  
221 the tenant.

222  
223 All the aforementioned Equipment remaining with the Property is paid for, belongs to Client, and will be in operating condition at  
224 the time of closing, except for the following: \_\_\_\_\_  
225 \_\_\_\_\_  
226 \_\_\_\_\_

*MA* Managing Broker Initial *10530 MAJOR* \_\_\_\_\_ Client(s) Initial *MA* Client(s) Initial  
Address: \_\_\_\_\_



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227 **16. Commission Earned:** A commission shall be deemed to have been earned at such time as: (a) a sales or exchange contract, is  
 228 executed and all contingencies are met; (b) an option contract is executed; (c) an option contract is exercised; or, (d) a lease is  
 229 executed and all contingencies are met involving the Property, and shall be paid in accordance with terms of Paragraph 11.  
 230

231 **17. Disclosure:** (This paragraph applies to a sale only.) All inquires about this Property made directly to Client shall be  
 232 immediately referred to Managing Broker and/or Client's Designated Agent. Client understands that the information which Client  
 233 provides to Client's Designated Agent as marketing information will be used to advertise Client's Property to the public and  
 234 submitted to the Multiple Listing Service. It is essential that this information be accurate and truthful. If applicable, Client agrees  
 235 to comply with the provisions of the Illinois Residential Real Property Disclosure Act, the Illinois Radon Awareness Act and, the  
 236 Federal Lead Based Paint Disclosure Regulations. Client shall complete the applicable disclosure document(s) in a timely manner,  
 237 shall not knowingly provide false or inaccurate information therein, and shall comply with all local government ordinances.  
 238 Although Client is marketing Client's Property in its present physical condition, Client understands that Client may be held  
 239 responsible by a buyer for any latent or hidden, undisclosed defects in the Property which are known to Client but which are not  
 240 disclosed to buyer. Client shall indemnify, save, defend and hold Brokerage, Managing Broker, and Client's Designated Agent  
 241 harmless from all claims, disputes, litigation, judgments and/or costs (including reasonable attorney's fees), whether or not  
 242 frivolous, arising from any misrepresentations made by the Client, from any incorrect information supplied by the Client, or from  
 243 any material fact concerning the Property including latent defects which the Client fails to disclose. Further, Client shall  
 244 indemnify, save, defend, and hold Brokerage, Managing Broker, and Client's Designated Agent harmless from any claim, loss,  
 245 damage, or injury to any person or Property while viewing the Property arising from the condition of Client's Property.  
 246

247 **18. Limitations:** The sole duty of the Brokerage is to affect a sale or lease of the Property. The Brokerage, Managing Broker,  
 248 Client's Designated Agent, members of the Multiple Listing Service(s) to which the Managing Broker belongs, and the Mainstreet  
 249 Organization of REALTORS® are not charged with the custody of the Property, its management, maintenance, upkeep, or repair.  
 250 Illinois law allows licensees to prepare the sales contract or lease using approved preprinted forms, but does not allow licensees to  
 251 draft other legal documents required to close a sale. Therefore, the Client agrees to draft and furnish, or have Client's attorney  
 252 draft and furnish all other legal documents necessary to close a sale.  
 253

254 **19. Minimum Standards:** Illinois Real Estate License Act of 2000, as amended, provides that all exclusive brokerage agreements  
 255 must specify that the sponsoring broker, through one or more sponsored licensees, must provide at a minimum, the following  
 256 services: (1) accept delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the  
 257 property the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting  
 258 offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all  
 259 contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers, notices, and  
 260 contingencies.  
 261

262 **20. Marketing Authorization:** Brokerage is authorized to advertise, promote, and market the Property which shall include, but  
 263 not be limited to, in Managing Broker's sole discretion, the display of signs, placement of the Property in any Multiple Listing  
 264 Service in which Managing Broker is a participant, and promotion of the Property through any electronic medium and/or on any  
 265 Internet Website to which the Brokerage, Managing Broker and/or Designated Agent may subscribe. Brokerage is authorized to  
 266 affix a keybox to the Property, and provided the owner is absent, any MLS participant or subscriber associated with the Multiple  
 267 Listing Service(s), whether acting as a buyer's representative or otherwise, shall have the right, through use of said keybox, to  
 268 show the Property at any reasonable time. It is not a requirement of the Multiple Listing Service or Brokerage that a Client allow  
 269 use of a keybox. Client acknowledges that neither listing nor selling brokerage, the Mainstreet Organization of REALTORS®, nor  
 270 any Multiple Listing Service is an insurer against the loss of Client's personal property. Client is advised to safeguard or remove  
 271 valuables now located on said Property. Client is further advised to verify the existence of said valuables and obtain personal  
 272 property insurance through Client's insurance agent. Further, Client hereby grants Brokerage and Brokerage shall have the right,  
 273 and Client acknowledges that Managing Broker may have an obligation under applicable Multiple Listing Service rules and  
 274 regulations as a condition of placing Client Property in such Multiple Listing Service, to release information as to the amount of  
 275 selling price, the rent, type of financing, and number of days to sell/lease the Property to any Multiple Listing Service of which  
 276 Managing Broker is a participant at the time the Property is sold and closed or leased.  
 277

278 **21. Taxes and Assessments:** (This paragraph applies to a sale only.) All taxes and all usually prorated expenses shall be prorated  
 279 pursuant to the terms of the sales contract. Client shall disclose any assessments or special taxes for improvements or lien for  
 280 improvements, either of record or in process, applicable to the Property marketed herein, and should the Client receive any notice  
 281 thereof, Client agrees to notify the Managing Broker or Designated Agent immediately.  
 282

283 (a) SPECIAL ASSESSMENTS: Client represents that there:  is  is not a proposed or pending unconfirmed  
 284 special assessment affecting the property not payable by Client after the date of closing. Client further represents that the

*MJ* Managing Broker Initial  
 Address: \_\_\_\_\_

10530 MAJOR

\_\_\_\_ Client(s) Initial *MAJ* Client(s) Initial

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285 following confirmed special assessments are not due or will be due after the date of closing: \_\_\_\_\_ in  
286 the amount of \$ \_\_\_\_\_  
287

288 (b) SPECIAL SERVICE AREA: Client represents that the property: [check one]  is  is not located within a Special  
289 Service Area, payments for which will not be the obligation of Client after the date of Closing.  
290

291 (c) CONDOMINIUM OR COMMON INTEREST COMMUNITY ASSOCIATION(S): The property and improvements  
292 described herein [check one]  are  are not part of a Condominium or or Common Interest Community Association. If so,  
293 the contact information for such association is: \_\_\_\_\_  
294

295 Association Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
296 Management Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
297

298 (d) ASSOCIATION ASSESSMENTS/FEES: Client acknowledges a current Condominium or Common Interest Community  
299 Association  
300 Assessment/Fee of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303

304 (e) ADDITIONAL ASSOCIATION ASSESSMENTS/FEES: Client further acknowledges additional assessments/fees (such as a  
305 Master Association Fee) of \$ \_\_\_\_\_ per \_\_\_\_\_ which includes: \_\_\_\_\_  
306 \_\_\_\_\_  
307 \_\_\_\_\_  
308

309 **22. Earnest Money:** (This paragraph applies to a sale only.) The Earnest Money shall be held by the  
310 Escrowee identified in the Real Estate Sales Contract ("Escrowee") in trust for the mutual benefit of  
311 the Parties in a manner consistent with Illinois State Law. Upon initial closing, or settlement, or upon  
312 breach of Contract, the Earnest Money shall be applied first to the payment of any expenses incurred  
313 by the Brokerage on Client's behalf in the sale, and second to payment of the Brokerage's sales  
314 commission, rendering the surplus, if any, to the Client. If a dispute arises between Client and buyer  
315 as to whether a default has occurred, Escrowee shall hold the Earnest Money and pay it out as agreed  
316 in writing by Client and buyer or as directed by a court of competent jurisdiction. In the event of  
317 such dispute, Client agrees that Escrowee may deposit the funds with the clerk of the Circuit Court by  
318 an action in the nature of interpleader. Client agrees Brokerage may be reimbursed from the Earnest  
319 Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and  
320 hereby agrees to indemnify and hold Brokerage harmless from any and all claims and demands,  
321 including the payment of reasonable attorney's fees, costs, and expenses arising out of such default,  
322 claims, and demands. If Client defaults, Earnest Money, at the option of buyer, shall be refunded to  
323 buyer, but such refunding shall not release Client from the obligation of this Marketing Agreement.  
324 There shall be no disbursement of Earnest Money unless Escrowee has been provided written  
325 agreement from Client and buyer. In anticipation of closing, the parties shall direct Escrowee to close  
326 the account no sooner than 10 (ten) business days prior to the anticipated closing date.  
327

328 **23. Security Deposits (applicable for lease only):** Unless a separate property management agreement is  
329 established between the Brokerage and the Landlord, the security deposit shall be paid to and held by  
330 the Landlord.  
331

332 **24. Amendments:** Should it be necessary to amend or modify this Agreement, facsimile signatures of all parties to this Marketing  
333 Agreement are accepted as original signatures. This Agreement may be executed in multiple copies and Client's signature hereon  
334 acknowledges that Client has received a signed copy.  
335

336 **25. Mediation:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be mediated in  
337 accordance with rules then pertaining of the American Arbitration Association.  
338

MA Managing Broker Initial  
Address: \_\_\_\_\_

10530 MAJOR

\_\_\_\_ Client(s) Initial MAA Client(s) Initial

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339 **26. Indemnification:** Client agrees to indemnify Brokerage, Managing Broker and Designated Agent to save, defend, and hold  
340 them harmless on account of any and all loss, damage, cost, or expense (including reasonable attorney's fees) incurred by them  
341 arising out of this Agreement, or in the collection of fees or commissions due Brokerage pursuant to this Agreement, provided  
342 Brokerage is not found to be at fault.  
343

344 **27. Disclaimer:** Client acknowledges that Brokerage, Managing Broker and Client's Designated Agent are acting solely as real  
345 estate professionals, and not as attorney, tax advisor, surveyor, structural engineer, home inspector, environmental consultant,  
346 architect, contractor, or other professional service provider. Client understands that such other professional service providers are  
347 available to render advice or services to the Client, if desired, at Client's expense.  
348

349 **28. Costs of Third-Party Services or Products:** Client is responsible for the costs of all third-party products or services such as  
350 surveys, soil tests, title reports, well and septic tests, etc.  
351

352 **29. Client Shall:** Supply Broker with the most recent accurate income and expense figures, lease for the Property, any mortgage  
353 information, if applicable, and any other pertinent information which, in the opinion of Broker, is necessary to assist the broker in  
354 the marketing of the Property. Client shall provide all information relevant to the condition, use and operation of the property  
355 available to Client to buyer. Client shall prepare, deliver to buyer, and record, if appropriate, all documentation for the property in  
356 accordance with all laws of any jurisdiction in which the property is located. Client shall also cooperate with buyer to secure  
357 whatever on-site assessment buyer or buyer's lender deems necessary or appropriate. In the event the property is a condominium  
358 or part of a Common Interest Community Association, Client should have available for Broker at time of listing agreement the  
359 following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current  
360 budget; bylaws; financial statements; and any other rules and regulations in effect.  
361


362 **30. Severability:** In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or  
363 unenforceable in any respect, such as invalidity, illegality or unenforceability, it shall not effect any other provision hereof, and  
364 this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.  
365

366 **31. Notice:** All notices required shall be in writing and shall be served by one Party to the other Party. Notice to any one of the  
367 multiple-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- 368 (a) By personal delivery of such notice; or
- 369 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
370 Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- 371 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that  
372 the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time). In  
373 the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the  
374 first business day after transmission; or
- 375 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the  
376 notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago Time), and  
377 provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-  
378 mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-business hours, the effective date  
379 and time of notice is the first hour of the first business day after transmission; or
- 380 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following  
381 deposit with the overnight delivery company.  
382

383 **32. Entire Agreement:** This Agreement constitutes the complete understanding and entire agreement between the parties relating  
384 to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into  
385 this Agreement. This Agreement may not be terminated or amended prior to its termination date without the express written  
386 consent of both parties to this Agreement.  
387

388 Client hereby acknowledges receipt of a signed copy of this Agreement and all attachments. The attachments include the  
389 following (HERE LIST ALL ATTACHMENTS): \_\_\_\_\_  
390 \_\_\_\_\_  
391

392  
393  
394  
395  
396  
397  
398  
 Managing Broker Initial  
Address: \_\_\_\_\_

10530 MAJOR

\_\_\_\_ Client(s) Initial  Client(s) Initial

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(Signatures required of all who have a legal or equitable interest in the Property)

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428  
429

Bruno Styruczala  
 MANAGING BROKER (Print)  
 MANAGING BROKER (Signature)  
 1/15/17  
 DATE  
 BERNADETTE WINSKI  
 DESIGNATED AGENT (Print)  
 12420 Archer Ave  
 OFFICE ADDRESS  
 Chicago Ridge IL 60415  
 CITY STATE ZIP  
 (708) 567-8300  
 DESIGNATED AGENT PHONE FAX  
 (630) 257-3030  
 OFFICE PHONE  
 Winski@FirstMidwestRealty.com  
 E-MAIL ADDRESS

Wally Mietus  
 CLIENT (Print)  
 CLIENT (Signature)  
 CLIENT (Print)  
 CLIENT (Signature)  
 1/15/17  
 DATE  
 6204 W. 85th St  
 CURRENT MAILING ADDRESS  
 BURBANK IL 60459  
 CITY STATE ZIP  
 WINSKI@FIRSTMIDWESTREALTY.COM  
 E-MAIL ADDRESS  
 708-567-8300  
 PHONE FAX  
 BERNADETTE WINSKI  
 CLIENT AUTHORIZED AGENT (Print)

AS Managing Broker Initial

Address: 10530 MAJOR

Client(s) Initial WA Client(s) Initial

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## MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



1 FROM: (Buyer) JOZEF BUDZ  
 2 (Name) \_\_\_\_\_ DATE: \_\_\_\_\_  
 3 TO: (Seller) \_\_\_\_\_  
 4 (Name) \_\_\_\_\_

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:  
 6 10530 MAJOR AVE CHICAGO RIDGE COOK IL 60415  
 7 \_\_\_\_\_  
 8 Street City County State Zip

9 lot size approximately PER SURVEY, Permanent Index No.: 24172200060000, together with  
 10 improvements thereon.

11 **INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if  
 12 any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades,  
 13 window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving,  
 14 interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_

18 **EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_

21 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating  
 22 condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

23 **1. PURCHASE PRICE:** Purchase Price of \$ 530,000 shall be paid as follows:  
 24 Initial earnest money of \$ 5,000 by  check  cash OR  note due on \_\_\_\_\_ 20 \_\_\_\_  
 25 to be increased to a total of \$ NA by NA 20 NA. The earnest money  
 26 and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties.  
 27 The balance of the Purchase Price, as adjusted by prorations, shall be paid at closing in the form of good funds by wire transfer of  
 28 funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed  
 29 by a licensed title insurance company).

30 **2. CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on  
 31 APRIL 21 20 17, by conveyance by stamped recordable warranty deed (or other appropriate deed if  
 32 title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only  
 33 to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and  
 34 building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if  
 35 any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However,  
 36 Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office  
 37 of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by  
 38 deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers'  
 39 commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at  
 40 closing.

41 **3. FINANCING:** This contract is contingent upon the ability of Buyer to secure within 35 days of the Date of Acceptance, a  
 42 firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of  
 43 \$ 330,000 or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to  
 44 exceed 4.85 %, said loan to be amortized over a minimum of 20 years, with a loan service charge not to exceed  
 45 1 %. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its  
 46 commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan  
 47 contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO  
 48 NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH  
 49 COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR  
 50 BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's  
 51 \_\_\_\_\_  
 52 \_\_\_\_\_  
 53 \_\_\_\_\_  
 54 \_\_\_\_\_  
 55 \_\_\_\_\_  
 56 \_\_\_\_\_  
 57 \_\_\_\_\_

Buyer Initial JB Seller Initial MS  
 Address \_\_\_\_\_  
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option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer.

**4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 100 % of most recent ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties-here to agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

**5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

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

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

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

**7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT.** This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 5 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

**8. DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

**9. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within

Buyer Initial <u>RL</u>	Buyer Initial _____	Seller Initial <u>AKB</u>	Seller Initial _____
Address _____			
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the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

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

(e) Seller shall not be obligated to provide a condominium survey.

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

**10. SELLER REPRESENTATION:** Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

1. There *[check one]*  is  is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
2. The Real Estate *[check one]*  is  is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: \_\_\_\_\_

and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: \_\_\_\_\_

Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

**11. LEASES:** Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

**12. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing

Buyer Initial <u>JS</u>	Buyer Initial _____	Seller Initial <u>MA</u>	Seller Initial _____
Address _____			
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174 extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be  
 175 presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title  
 176 commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer,  
 177 then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that  
 178 may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured ever prior  
 179 to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a  
 180 definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign  
 181 any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

182  
 183 **13. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to  
 184 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees  
 185 and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest  
 186 money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the  
 187 disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by  
 188 the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including  
 189 reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless  
 190 from any and all conflicting claims and demands arising under this paragraph.

191  
 192 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any  
 193 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 194 (a) By personal delivery of such Notice; or  
 195 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
 196 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or  
 197 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the  
 198 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-  
 199 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
 200 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice  
 201 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to  
 202 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-  
 203 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
 204 Business Day after transmission; or  
 205 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit  
 206 with the overnight delivery company.

207  
 208 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours  
 209 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

210  
 211 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

212  
 213 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be destroyed or  
 214 materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either  
 215 terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together  
 216 with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds  
 217 Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged  
 218 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this  
 219 Contract, except as modified in this paragraph.

220  
 221 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer,  
 222 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land  
 223 surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties)  
 224 and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is  
 225 unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or  
 226 encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including  
 227 fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may  
 228 be required by Buyer's lender or desired by Buyer.

229  
 230 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without  
 231 warranty of merchantability or fitness for particular purpose.

Buyer Initial _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			
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232 **20. CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall  
 233 have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included  
 234 personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear  
 235 excepted.

236  
 237 **21. MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction  
 238 contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of  
 239 compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance.  
 240 Seller shall pay any transfer tax imposed by state law.

241  
 242 **22. SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is  
 243 located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this  
 244 Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term  
 245 specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall  
 246 remain in full force and effect.

247  
 248 **23. TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as  
 249 required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real  
 250 Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all  
 251 documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential,  
 252 under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection  
 253 requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the  
 254 party designated in such ordinance.

255  
 256 **24. CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

257  
 258 **25. TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall  
 259 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,  
 260 as amended from time to time.

### Optional Provisions (Applicable ONLY if Initialed by All Parties)

261  
 262  
 263 \_\_\_\_\_ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
 264 \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on  
 265 their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

266  
 267 \_\_\_\_\_ The terms of Rider(s) \_\_\_\_\_ attached hereto are  
 268 made a part hereof.

269  
 270 **LINES 272 THROUGH 288 INTENTIONALLY LEFT BLANK.**

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Buyer Initial	<i>MS</i>	Buyer Initial		Seller Initial	<i>WPS</i>	Seller Initial	
Address _____							
(Page 5 of 6) Rev. 9.2013 © MAINSTREET ORGANIZATION OF REALTORS®							

# UNOFFICIAL COPY

289 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND  
290 DELIVERED TO THE PARTIES OR THEIR AGENTS.

291 2-24-17  
292 \_\_\_\_\_  
293 Date of Offer

294 \_\_\_\_\_  
295 Buyer Signature

296 \_\_\_\_\_  
297 Buyer Signature JOZEF BUDZ  
298 JOZEF BUDZ  
299 Print Buyer(s) Name(s) [Required]

300 \_\_\_\_\_  
301 Corporation/Limited Liability Corporation (LLC)

302 \_\_\_\_\_  
303 By - Print Name  
304 7712 S LEAMINGTON AVE

305 Address BURBANK IL 60459  
306 BURBANK IL 60459  
307 City State Zip

308 \_\_\_\_\_  
309 Phone E-mail

310 \_\_\_\_\_  
311 CHICAGOLAND BROKERS INC 477013137

312 Selling Office  
313 JOE KOMPERDA 475122722  
314 Buyer's Designated Agent MLS #

315 708-737-4080  
316 Phone Fax

317 PROPERTIESBYJOE@GMAIL.COM  
318 E-mail

319 THADDEUS KOWALCZYK kowalczykoffice@ya  
320 Buyer's Attorney E-mail

321 773-788-0800 KOWALCZYKOFFICE@YATTOR24  
322 Phone Fax

323 PNC BANK  
324 Mortgage Company Phone/Fax

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3-13-2017

DATE OF ACCEPTANCE

Seller Signature

Seller Signature Wally Kois  
Print Seller(s) Name(s) [Required]

Corporation/Limited Liability Corporation (LLC)

By - Print Name

Address

City State Zip

Phone E-mail

FOR INFORMATION ONLY

FIRST MIDWEST REALTY  
Listing Office MLS #

BERNADETTE WINSKI  
Listing Designated Agent MLS #  
(708) 567-8300

Phone WINSKI@FIRSTMIDWESTREALTY.COM  
E-mail 21664 KOIS

Seller's Attorney E-mail  
ZKOIS@TWOJADWOKAT.COM  
Phone Fax

Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM  
and rejected on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM (Seller Initials).

Buyer Initial BUDZ Buyer Initial \_\_\_\_\_ Seller Initial WA Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_  
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