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

Rev. 01/2008



1. **Contract.** This Apartment/Investments Purchase and Sale Contract ("Contract") is made by and between DeLee Development LLC and/or Assigna
 2 (Buyer) and Owner of Record ("Seller")
 3 (collectively, "Parties"), with respect to the purchase and sale of the real estate and improvements located at
 4 6700-12 South Chappel/2015-17 East 67th Street, Chicago, IL 60649 ("Property")
 5 (address) (unit #) (city) (state) (zip)
- 6 Property P I N #: 20-24-400-011-0000 Lot size: 15,864 sqft Approximate square feet of Property: _____
7. **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 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen | <input type="checkbox"/> Built-in or attached |
| 11 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Smoke and carbon monoxide | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> shelves or cabinets |
| 12 <input type="checkbox"/> Microwave | <input type="checkbox"/> detectors | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Ceiling fan |
| 13 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| 14 <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Security system (rented or owned) (strike one) | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> All planted vegetation |
| 15 <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Electronic garage door(s) | <input type="checkbox"/> Existing storm- and screens | <input type="checkbox"/> Outdoor play set/swings |
| 16 <input type="checkbox"/> Washer | <input type="checkbox"/> TV antenna | <input type="checkbox"/> with remote unit(s) | <input type="checkbox"/> Window treatments | <input type="checkbox"/> Outdoor shed |
| 17 <input type="checkbox"/> Dryer | <input type="checkbox"/> LCD/DVD-ma/multimedia equipment | <input type="checkbox"/> Wall-to-wall carpeting | <input type="checkbox"/> Home warranty (ac-to-be held) | |
| 18 <input type="checkbox"/> Water Softener | <input type="checkbox"/> Stereo speakers/surround sound | | | |
- 19 Seller also transfers the following As-Is The following items are excluded As-Is
20. **Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 1,155,000.00 ("Purchase
 21 Price").
22. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with SVN Chicago Commercial
 23 ("Escrowee"), initial earnest money in the amount of \$ 50,000.00 in the form of Check or Wire ("Initial Earnest
 24 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
 25 before 20 The Initial Earnest Money shall be increased to (strike one) 10% of the Purchase Price OR \$ 25,000.00
 26 ("Final Earnest Money") within 5 business days after the expiration of the Attorney Approval Period (as established in Paragraph 14 of this
 27 Contract) (the Initial and Final Earnest Money are together referred to as the "Earnest Money"). The Parties acknowledge and agree that (i) the
 28 Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon between the parties and
 29 (ii) except as otherwise agreed, Buyer shall pay all expenses with respect to the Earnest Money.
30. **Mortgage Contingency.** This Contract is contingent upon Buyer securing by August 1 2018 ("First Commitment Date") a firm
 31 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,
 32 bank or other authorized institution, in the amount of \$ _____ the interest rate (or initial interest rate if an adjustable rate mortgage)
 33 not to exceed _____% per year amortized over _____ years, payable monthly (loan fee not to exceed _____%, plus appraisal and credit report fee, if any
 34 ("Required Commitment"). If the mortgage secured by the Required Commitment has a balloon payment, it shall be due no sooner than _____ years
 35 Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider B, Rider D,
 36 or the HUD Rider shall be attached to this Contract. (1) If Buyer is unable to obtain the Required Commitment by the First Commitment Date,
 37 Buyer shall so notify Seller in writing on or before that Date. Thereafter Seller may, within 30 business days after the First Commitment Date
 38 ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the Closing Date by 30 business
 39 days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary
 40 documents relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller
 41 choose not to secure the Required Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest
 42 Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the First Commitment Date that Buyer has been unable to obtain the
 43 Required Commitment, and neither Buyer nor Seller secures the Required Commitment on or before the Second Commitment Date, this Contract
 44 shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment
 45 Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
46. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). If
 47 possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ _____ per day ("Use/Occupancy
 48 Payments") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver
 49 possession to Buyer ("Possession Date"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the
 50 portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit with
 51 Escrowee a sum equal to 2% of the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall
 52 be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall
 53 pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow per day up to and
 54 including the day possession is surrendered to Buyer plus any unpaid Use Occupancy Payments up to and including the date possession is
 55 surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments by
 56 Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow
 57 without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the
 58 Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from
 59 the Possession Escrow for all costs, including reasonable attorneys' fees related to the filing of the Interpleader, and the Parties shall indemnify and
 60 hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses.
61. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and
 62 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
 63 September 21 2018 at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and
 64 merchantable title prior to Closing.

Buyer Initials _____ Buyer Initials _____

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Seller Initials J.S Seller Initials J.S

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65 8. **Deed** At Closing Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed
66 ("Deed") for 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
67 covenants, conditions, and restrictions of record public and utility easements acts done by or suffered through Buyer; existing leases and tenancies
68 if any, all special governmental tax- or assessments confirmed and unconfirmed and general real estate taxes not yet due and payable at the time of
69 Closing.

70 9. **Real Estate Taxes** Seller represents that the 2017 general real estate taxes were \$28,213.88. General real estate taxes for the
71 Property are subject to the following exemptions (check box if applicable): Homeowner's, Senior Citizen's, Senior Freeze. General real
72 estate taxes shall be prorated based on (i) 105% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
73 writing prior to the expiration of the Attorney Approval Period.

74 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
75 Acceptance Date. Seller represents and warrants that (a) existing leases, if any, will be assigned to Buyer at Closing in an assignment and
76 assumption agreement mutually agreeable to the Parties and (b) the present monthly gross rental income is \$_____
77 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
78 monthly gross rental income.

79 11. **Disclosures** Buyer has received the following (check yes or no): (a) Residential Real Property Disclosure Report: Yes No; (b) Heat
80 Disclosure: Yes No; (c) Lead Paint Disclosure and Pamphlet: Yes No; (d) Radon Disclosure and Pamphlet: Yes No, and (e) Zoning
81 Certification: Yes No.

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

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

87 Buyer Initials: _____ Seller Initials: _____

88 14. **Attorney Modification** Within 12 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys
89 may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation
90 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
91 originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
92 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
93 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
94 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
95 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

96 15. **Inspection** Within 10 business days after the Acceptance Date ("Inspection Period") Buyer may conduct, at Buyer's sole cost and expense
97 (unless otherwise provided by law) home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless separately waived), wood
98 infestation, and/or mold inspections of the Property ("Inspections") by one or more properly licensed or certified inspection personnel (each, an
99 "Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling,
100 plumbing, well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundation. A major component shall be deemed to be in
101 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
102 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
103 Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's attorney in writing ("Buyer's Inspection Notice") of any defects
104 disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant Inspections report. Buyer
105 agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
106 reached written agreement resolving the inspection issues within the Inspection Period, the other Party may terminate this Contract by written
107 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
108 ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED
109 BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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

(SIGNATURE PAGE FOLLOWS)

Under condition, Jerry Sumera "Seller" of 6700 South Chappel must find exchange property in order for this sales transaction to go through.

Initials: J.S J.S

Buyer Initials: [Signature] Buyer Initials: _____

Seller Initials: J.S Seller Initials: _____

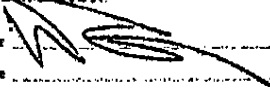
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111 OFFER DATE: September 4 20 18

ACCEPTANCE DATE: 20 (Acceptance Date)

115 BUYER'S INFORMATION:

SELLER'S INFORMATION:

116 Buyer's Signature 
117 Buyer's Signature

Seller's Signature 
Seller's Signature

118 Buyer's Name(s) (print) Tyler DaRoos
119 Address
120 City State Zip

Seller's Name(s) (print) Jerry Sumera
Address 8042 West 89th Street
City Chicago State IL Zip 60457

121 Office Phone Home Phone
122 Fax Cell Phone 847-420-2095
123 Email Address ind824@gmail.com

Office Phone Home Phone
Fax Cell Phone 773-704-7302
Email Address sumerajerry@gmail.com

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

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126 BUYER'S BROKER'S INFORMATION:

SELLER'S BROKER'S INFORMATION:

127 Designated Agent Name
128 Agent Identification Number
129 Broker Name MLS#

Designated Agent Name (print) George Lau
Agent Identification Number 162571
Broker Name SVN Chicago Commercial ALLS

131 Office Address
131 City State Zip
132 Office Phone Cell Phone
133 Fax
134 Email

Office Address 040 West Adams, Suite 200
City Chicago State IL Zip 60607
Office Phone 312-756-7353 Cell Phone 773-827-8682
Fax
Email george.lau@svn.com

135 BUYER'S ATTORNEYS INFORMATION:


SELLER'S ATTORNEYS INFORMATION:

136 Attorney Name Paul J Kulas
137 Firm Law Offices of Kulas & Kulas, PC
138 Office Address 2329 West Chicago Ave.
139 City Chicago State IL Zip 60622
140 Office Phone 773-480-6646 Cell Phone
141 Fax 773-488-3977
142 Email pjkulas@kulas-law.com

Attorney Name Tony Paricala
Firm
Office Address 5130 South Archer Ave.
City Chicago State IL Zip 60632
Office Phone Cell Phone 773-736-1700
Fax 773-585-3035
Email paricalaw@aol.com

143 BUYER'S LENDER'S INFORMATION:

144 Mortgage Broker's Name
145 Lender
146 Office Address
147 City State Zip
148 Office Phone Cell Phone
149 Fax
150 Email

Buyer Initials  Buyer Initials

Seller Initials  Seller Initials

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