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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/01/2021 03:02 PM PG: 1 OF 16

FOR CLERKS' USE ONLY

REAL ESTATE CONTRACT FOR DEED

For the following described Real Estate situated in the City of Chicago, County of Cook, State of Illinois, to wit:

LEGAL DESCRIPTION:

LOT 24 IN THE RENAISSANCE AT BEVERLY RIDGE, BEING A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF, RECORDED DECEMBER 19, 2007, AS DOCUMENT NUMBER 0735303073, IN COOK COUNTY, ILLINOIS.

PIN: 25-17-124-009-0000

PROPERTY ADDRESS: 1302 W. 107th Street
Chicago, Illinois 60643

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Vincennes Phase 1 Chicago, Illinois

1. **CONTRACT:** This Residential Real Estate Purchase and Sale Contract ("**Contract**") is made by and between Rhonda Walker ("**Buyer**") and 105th & Vincennes Phase One/Chicago LLC ("**Seller**") (Collectively, "**Parties**"), with respect to the purchase and sale of the real estate and improvements located at: 1302 W. 107th St Chicago IL 60643 ("**Property**").
 Property P.I.N. # 25171240090000 Lot #: _____ Lot Size: _____
 Approximate date of completion: April 10, 2021 Closing Date: April 30, 2021

2. **BREAKDOWN OF PURCHASE PRICE:**

Purchase Price. The purchase price for the Property (including the Fixtures and Personal Property) is \$ 315,690 ("**Purchase Price**").

Earnest Money. Upon the Parties execution and delivery of this Contract, Buyer shall deposit with AT Properties ("**Escrowee**"), earnest money in the amount of \$ 2500 in the form of a check within 1 Business Days after the Acceptance Date.

Closing Cost Credit (Optional) Check if applicable Seller agrees to credit to Buyer at Closing (check one) \$ 6190 OR _____ % of Purchase Price ("**Closing Cost Credit**"), to be applied to prepaid expenses, closing costs or both as lender permits, and that such credit appears on the Master Statement or Closing Disclosure.

The balance of the purchase price shall be paid at closing (plus or minus proration's) by cash, cashier's check or certified check or any combination thereof. All Purchase money shall be paid to Seller. All earnest money paid shall be returned and this contract shall be void if not accepted by Seller on or before five (5) business days of contract execution by the Purchaser.

3. **MORTGAGE CONTINGENCY:** This contract is contingent upon Purchaser securing within forty-five (45) days after execution of this Contract by Purchaser (NOT APPROVAL BY PURCHASER'S ATTORNEY) a commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ 305,690 loan fee not to exceed 0 %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than 30 years. Purchaser shall pay for private mortgage insurance if required by lending institution. After said commitment has been obtained, it shall be Purchaser's obligation to keep such commitment in full force. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may, within 45 days after receipt of said notice of Purchaser's failure to obtain such commitment, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by the Seller as well as a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller (which fee shall be in addition to any fees previously paid by Purchaser). If Purchaser notifies Seller as above provided, and neither Purchaser, Seller nor Broker secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

DS
RW

Buyer's Initials: _____ Buyer's Initials: _____

Seller's Initials: BW Seller's Initials: _____

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4. **DATE OF COMPLETION:** The SELLER agrees that the Purchased Unit will be substantially completed in a livable condition, ready for occupancy, pursuant to Paragraph 6 on or before the later of estimated completion date listed on page 1 or approximately 180 days after the Purchaser waives or satisfies the above mortgage contingency. Completion of the unit shall occur within a reasonable time on or about the above date, unless construction shall be delayed or prevented by war, national emergency, insurrection, Acts of God, governmental regulation, strikes, lockouts, boycotts, labor or material shortages, weather conditions, fire, or other causes beyond the exclusive control of the SELLER, in which event the date of substantial completion of the Purchased Unit shall be extended by any such period(s) of delay. If, by reason of governmental priorities or allocations of materials or other laws or regulations, or any other reason beyond SELLER'S control, SELLER is unable to obtain construction materials, water or sewer connections, or other utilities, then SELLER may cancel this CONTRACT upon returning to PURCHASER the amount paid to SELLER by PURCHASER together with interest accrued thereon, if any and both parties hereto shall thereupon be released from further obligation hereunder.

5. **CLOSING:** This sale and purchase shall be closed ("Closing") at the time designated by SELLER in a written closing notice to PURCHASER and/or PURCHASER'S attorney that the Purchased Unit is ready for occupancy. The Closing shall take place at the office of Chicago Title Company, 10 S. LaSalle St., Chicago, Illinois. The closing notice shall be sent to PURCHASER and/or PURCHASER'S attorney not less than 7 days prior to closing. PURCHASER shall complete the closing papers and mortgage papers in preparation for the Closing as and when requested to do so by SELLER or the mortgage lender. SELLER'S failure to complete other units, sidewalks, walks and landscaping prior to Closing shall not delay closing or excuse PURCHASER from meeting all obligations required of him hereunder except that SELLER'S obligations to complete common areas as set forth in the architectural plans shall then continue after Closing. Purchaser specifically acknowledges that the construction of other units and sidewalks, walks and landscaping may continue after closing and shall not excuse Purchaser from closing the sale of the Purchased Unit as set forth herein and/or meeting all obligations required of him hereunder.

6. **PERSONAL PROPERTY:** The Purchase Price for the Purchased Unit shall include those items listed on a description of materials which is made a part hereof (the "personal property"). Seller shall deliver to Purchaser at closing a bill of sale for the personal property and will furnish or cause to be assigned to Purchaser, without recourse, any and all original equipment manufacturers', installers', or suppliers' warranties (if available) covering personal property located in and exclusively serving the Purchased Unit.

- Refrigerator Sump Pump Central air conditioner Built-in or attached shelves or cabinets
- Oven/Range Smoke and Carbon Monoxide Detectors Ceiling fan(s)
- Dishwasher Garbage Disposal Existing Storms Lighting fixtures
- Electronic garage door(s) with 2 remote unit(s) Tacked down carpeting
- Other Equipment _____

AS TO SUCH PERSONAL PROPERTY AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS) WHICH MAY BE CONTAINED IN THE PURCHASED UNIT, SELLER NEITHER MAKES NOR ADOPTS OR WARRANTS WHATSOEVER, AND SPECIFICALLY EXCLUDES AND DISCLAIMS, EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **PLANS:** SELLER shall improve the Property with a dwelling as set forth in the architectural plans prepared by the project architect. SELLER shall cause the Purchased Unit to be completed in substantial compliance with the plans prepared by the project architect retained by seller. In the event there is a dispute as to the completion and/or compliance, the Certificate of said Architect shall be conclusive as to completion and compliance. PURCHASER hereby acknowledges inspection of said plans at the office of SELLER. Said plans are and shall remain the property of the Seller and shall not be released to Purchaser.

UNOFFICIAL COPY**8. CONSTRUCTION:**

- (a) The Purchased Unit shall be completed in substantial compliance with certain floor plans, specifications prepared by the project architect.
- (b) Notwithstanding the existence of these floor plans and specifications, it is understood and agreed that Seller is not building the Purchased Unit for the Purchaser, but is building the Purchased Unit as a unit of a residential community being constructed by the Seller for the purpose of sale. Accordingly, Seller expressly reserves the right to make minor changes or deviations from the plans and specifications, including changes and adjustment in the floor plan and room dimensions required to accommodate structural and mechanical elements, and to substitute materials, components or labor of equal utility and quality to those specified, provided that such modifications and substitutions shall not impair the value of the Purchased Unit.
- (c) In order to control the over-all design and appearance of this development, Seller reserves the unlimited right to select and modify the landscaping, exterior colors and finishing materials for any other unit.

9. **FINAL INSPECTION:** Within 48 hours prior to the Closing, Purchaser shall inspect the Purchased Unit with Seller or its representative and shall execute an inspection report form prepared by the Seller listing all items of work which the parties agree are incomplete or subject to correction ("completion items"). Seller and Purchaser agree that any disputes regarding completion items of work shall be determined exclusively and conclusively by the project architect retained by Seller. If Purchaser does not make such an inspection on the mutually agreed upon date, the Seller or its representative may, but shall not be obligated to, prepare an inspection report form on behalf of Purchaser and Seller. Said inspection report shall be binding on Purchaser and Seller. Seller shall cause the completion items to be completed or corrected within a reasonable time after closing, subject to the availability of labor or materials and other circumstances beyond the Seller's control. Purchaser agrees to permit access to the Purchased Unit by Seller, and Seller's agents and contractors at reasonable times and upon reasonable notice (including oral notice) by Seller after closing to finish completion items. Notwithstanding the forgoing, closing shall not be delayed nor will any holdbacks or credits be permitted against the purchase price at closing as a result of the list of completion items. The Seller's obligation to finish completion items will survive the closing.

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

11. **AGENCY:** Each of the Purchasers does hereby irrevocably authorize the other of them for and in his or her name or as his or her agent, in dealing with the Seller, to do, to execute or perform any act, deed, matter or thing whatsoever with reference hereto or with reference to the Purchased Unit, and does hereby ratify and confirm all that such agent may do by virtue hereof.

12. **PURCHASER'S LABOR AND MATERIAL:** Purchaser agrees that he shall not cause any labor or material to be incorporated or delivered to the Purchased Unit prior to Closing. The Purchaser or their agents or contractors shall not be permitted to perform any work in the Purchased Unit prior to closing.

13. **POSSESSION:** Purchaser shall be entitled to occupancy and possession of the Purchased Unit from and after the Closing and the payment in full by Purchaser to Seller of the Purchase Price and other payments

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Seller's Initials: NJ

Seller's Initials: _____

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as provided hereinabove. **Purchaser shall not be entitled to access to the property prior to the closing.** Purchaser understands that the Purchased Unit and other units may be shown as model(s) to other prospective purchasers, prior to closing. Purchaser agrees to indemnify, pay and hold harmless the Seller for any loss, claim, damage and/or expense sustained by Seller as a result of any act by the Purchaser during a visit to the property in violation hereof.

Purchaser represents that Purchaser is executing this Contract for the sole purpose of occupying and utilizing the Purchase Unit as a personal residence and not for the purpose of reselling or renting it to others. Purchaser agrees to occupy said residence within a reasonable time after Closing and further agrees not to sell, lease or permit occupancy therein by person or parties other than Purchaser or members of Purchaser's family unless Purchaser shall have first occupied same.

14. SELLER'S RIGHT TO MAINTAIN SOLE OPERATION: During construction and prior to Closing, Seller shall have sole control and exclusive possession of the Purchased Unit and the property. If Purchaser shall enter the Purchased Unit or Property prior to Closing, without the Seller's consent, it is understood that he does so at his own risk and without Seller's consent and Purchaser hereby releases Seller and agrees to hold Seller harmless from any and all claims for injury or damage to Purchaser's person or property and to the person or property of any agent or employee of Purchaser or to the person or property of any person(s) accompanying Purchaser, as a result of any such entry onto the Purchased unit and/or Property prior to Closing.

15. TITLE COMMITMENT: Upon payment by Purchaser of the balance of the Purchase Price and such other sums as may be required to be paid by Purchaser pursuant to the terms of this Contract, the Seller shall convey or cause to be conveyed to the Purchaser good and merchantable title to the Purchased Unit by Warranty Deed. If Purchaser are husband and wife, title shall be conveyed to them as tenants by the entirety.

Title shall be conveyed subject only to: (1) The general real estate taxes not due and payable at the time of closing; (2) applicable zoning and building laws, building and building line restrictions, and ordinances; (3) acts done or suffered by Purchaser or anyone claiming by, through or under Purchaser; (4) streets and highways, if any; (5) private, public and utility easements, if any, whether recorded or unrecorded; (6) covenants, conditions, restrictions, easements, permits and agreements of record; (7) liens and other matters of title over which the Title Insurer is willing to insure without cost to Purchaser; and (8) unconfirmed special taxes or assessments:

At or prior to Closing, Seller shall, at its cost and expense, furnish to Purchaser a commitment for Title Insurance for an Owners ALTA Form B policy with extended coverage over general exceptions 1 through 5 of schedule B of said policy, issued by Chicago Title Insurance Company in the amount of the Purchase Price showing good title to the purchased Unit in the intended grantor subject only to: (1) the matters to which this Contract is subject by the terms hereof including the matters described in the preceding paragraph; (2) any other defects in title by reason of acts done or suffered by Purchaser or anyone claiming under Purchaser; (3) title exceptions pertaining to liens of a definite or ascertainable amount which may be removed by the payment of money at closing and which the Seller may so cure at that time by (a) using the funds to be paid upon the delivery of the Warranty Deed or (b) obtaining endorsements insuring Purchaser against same. Said commitment for Title Insurance shall be conclusive evidence of good and merchantable title. If the Title Commitment discloses exceptions relating to title other than those referred to in the first sentence of this paragraph, Seller shall have sixty (60) days from the date of the delivery thereof to cure said defects. If Seller fails to so cure said title defects, Purchaser may terminate this Contract or may elect upon notice to Seller, within ten (10) days after the expiration of the sixty (60) days, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If

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Purchaser does not so elect, this Contract shall become null and void and earnest money shall be refunded in full. Any state or county real estate transfer tax shall be paid by Seller and any municipal real estate transfer tax shall be paid by Purchaser. Seller shall pay the title charges customarily charged to Sellers by the title company and Purchaser shall pay any charges customarily charged to Purchasers for, but not limited to, recording Purchaser's deed and mortgage and the charge for continuation of title search to cover such recordation.

16. DEFAULTS: If the Purchaser shall fail to make any payment herein when such payment is due or should fail or refuse to perform any other obligation of the Purchaser under the terms of this Contract, then at the option of the Seller this Contract shall be terminated and all sums theretofore paid by Purchaser shall be forfeited as liquidated damages and not as a penalty and shall be paid to or retained by the Seller, or the Seller may elect any other legal or equitable remedy available to it hereunder. Furthermore, in the event Purchaser fails to close on the date designated by Seller and Seller has not heretofore terminated this Contract, then and in addition to the other amounts which are to be paid by Purchaser at Closing, Purchaser shall pay to Seller interest at the rate of 14% per annum on the unpaid balance of the purchase price from the date of Closing as designated by the Seller pursuant to Paragraph 6 of this contract until payment of balance of the Purchase Price is made to Seller. Purchaser shall not record this Contract or any memorandum hereof. If Purchaser shall record the same, then this Agreement shall, at Seller's option, become null and void, all of the rights of the Purchaser hereunder shall thereupon cease and terminate and all sums paid to Seller shall be forfeited by Purchaser and become the sole property of Seller.

If Seller fails to perform any of the Seller's obligations under this Contract and such failure continues for ten (10) days after Purchaser delivers to Seller written notice of such failure, Purchaser's sole and exclusive remedy shall be to terminate this Contract by written notice delivered to Seller. Upon such termination resulting from Seller's failure to perform any of its obligations under this Contract, all payments made by Purchaser to Seller under this Contract shall be returned to Purchaser together with interest accrued thereon and thereupon this Contract shall be null and void, and of no further force and effect, and neither party shall have any further rights or obligations hereunder.

17. CLOSING COSTS & PRORATIONS: The Closing of Your home will require the payment of Closing Costs. Our Closing Costs will be limited to payment of the owner's title insurance policy and the Seller's portion of City, State and County transfer taxes. You will responsible for paying all escrow fees associated with Your loan and the Builder's Escrow, as well as any lenders fees and the costs associated with recording Your deed and mortgage. You also will be responsible for the payment of purchaser's portion of any local transfer taxes, if any.

18. REAL ESTATE TAXES: Seller represents that the 2019 general real estate taxes were \$ TBD. General real estate taxes for the Property are subject to the following exemptions (*check box if applicable* :) Homeowner's. Senior Citizen's. Senior Freeze. General real estate taxes shall be prorated based on (i) _____ % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval period.

19. ASSIGNMENT: Purchaser shall not assign or transfer this Contract or any of the Purchaser's rights or interests hereunder, without the prior written consent of the Seller.

20. REAL ESTATE BROKER: Purchaser warrants and represents that he has not been represented by a broker except as listed on page 13 of this contract.

21. PURCHASER'S STATUS: Purchaser represents and warrants there is nothing in Purchaser's status which

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could or might preclude or prevent Purchaser from consummating this transaction as herein set forth.

22. NOTICES: All notices and demands required or given pursuant to the terms of this Contract shall be in writing and served personally, by recognized courier service or by certified or registered mail, postage prepaid, return receipt requested, at the address of the parties indicated herein and shall be effective as of the date of receipt or as of the date of deposit in the U.S. mail as aforesaid.

23. MISCELLANEOUS: This Contract constitutes the entire Contract between the parties hereto. Seller and Purchaser acknowledge no representations, warranties, undertaking or promises, whether written or oral, expressed or implied have been made by either Seller or Purchaser, or their respective agents, unless expressly stated herein or unless mutually agreed upon in writing by the parties. The Contract shall not be binding unless signed by both parties. All amendments, supplements, or riders hereto, if any, shall be in writing and executed by both parties.

Time is of the essence of this Contract. Riders or supplements attached hereto are by this reference incorporated herein. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Paragraphs and Sections to which they apply. The terms and provisions of this Contract shall be binding upon the parties hereto and their heirs, administrators, executors, successors, and permitted assigns.

24. CONSTRUCTION LOAN: The Purchaser agrees that all terms and provisions of this Contract are and shall be subject and subordinate to the lien of any mortgage of all or part of the real estate which is the subject of this Contract whether heretofore made or hereafter made and whether or not any such mortgage secures loans or other advances heretofore or hereafter made, including any renewals or extensions thereof, and further including any payments or expense already paid or incurred or which hereafter may be made or incurred pursuant to the terms any loan agreement, note or other loan document incidental thereto to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether or not made in accordance with any reasonable or prudent construction loan disbursement schedule and whether or not made for the benefit of and respecting the Property, the Purchased Unit or any other improvements or Units in the Property where the Units and Purchased Unit are located and a part of any other project or development.

25. WARRANTY: At Closing, Seller will deliver to Purchaser a "Limited Warranty Agreement" covering construction of the Purchased Unit, the terms of which is incorporated herein and has been reviewed, approved and accepted by Purchaser prior to the execution of this contract.

THE FOREGOING EXPRESS WARRANTY (E.G. THE WARRANTIES CONTAINED IN THE LIMITED WARRANTY AGREEMENT) IS THE ONLY WARRANTY MADE BY SELLER IN CONNECTION WITH THE CONSTRUCTION AND SALE OF THE PURCHASED UNIT. SELLER DOES NOT MAKE ANY WARRANTY WHICH IS NOT SET OUT ON THE FACE OF THIS CONTRACT AND SELLER, BUILDER AND PURCHASER ACKNOWLEDGE AND AGREE THAT ANY AND ALL IMPLIED WARRANTIES AS TO THE QUALITY OR CONDITION OF THE PURCHASED UNIT ARE HEREBY DISCLAIMED AND WAIVED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE PURCHASED UNIT WILL BE REASONABLY SUITED FOR ITS INTENDED USE, FREE OF LATENT DEFECTS, ALL AS MORE SPECIFICALLY SET FORTH IN PARAGRAPH 26 (TITLED "WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY") INCORPORATED HEREIN AND MADE A PART HEREOF.

The appliances, air-conditioning system, heating system (and any other separately warranted components) are warranted by their manufacturers in accord with their individual written warranties. Seller makes no express warranty as to these components and disclaims any implied warranties with respect thereto.

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Seller's Initials: BN Seller's Initials: _____

UNOFFICIAL COPY**26. WAIVER AND DISCLAIMER OF IMPLIED WARRANTY OF HABITABILITY:**

This WAIVER-DISCLAIMER is made a part of this Real Estate Sales Contract (the "Contract") for the sale of the property commonly known as 1502 W. 107th St, Chicago, Illinois and the construction of the Purchased Unit on the property.

- (a) **IMPLIED WARRANTY OF HABITABILITY:** Illinois law provides that every contract for the construction of a new home, as here, carries with it a warranty that when completed, the home will be free of latent defects and will be reasonably suited for its intended use as a home. The law further provides that this Implied Warranty does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but also any defect in workmanship which may not easily be seen or discovered upon an inspection or viewing of the property by the Purchaser. Illinois law, however, also provides that Seller and Purchaser may agree in writing, as here, that this Implied Warranty of Habitability is not included as a part of their particular contract.
- (b) **WAIVER-DISCLAIMER:** HEREBY AND FOREVER DISCLAIMS, AND PURCHASER, HEREBY KNOWINGLY, SELLER VOLUNTARILY, FULLY AND FOREVER WAIVES THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN SUBPARAGRAPH (a) ABOVE AND THEY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT AS A RESULT OF SUCH DISCLAIMER AND WAIVER, THE IMPLIED WARRANTY OF HABITABILITY DESCRIBED IN SUBPARAGRAPH (a) ABOVE IS NOT A PART OF THE CONTRACT.
- (c) **EXPRESS WARRANTIES:** The Contract does provide that Purchaser will receive from Seller at closing the Limited Warranty Agreement, an express written warranty the terms of which are described in Paragraph 29 of this Contract. Seller agrees to comply with the provisions of the express warranty and Purchaser accepts the express warranty granted therein as a substitute for the Implied Warranty of Habitability hereby waived by Purchaser and disclaimed by Seller.
- (d) **EFFECT AND CONSEQUENCES OF THIS WAIVER-DISCLAIMER:** Purchaser acknowledges and understands that if a dispute arises with Seller or Builder and the dispute results in a lawsuit, Purchaser, as a result of the waiver and disclaimer contained herein, will not be able to rely on the Implied Warranty of Habitability described in Subparagraph (a) above as a basis for suing Seller or Builder or as the basis of a defense if Seller or Builder sues Purchaser. Purchaser may, however, rely on the express written warranties referred to in Subparagraph (c) above.
- (e) This Limited Warranty Agreement and the Contract shall be deemed for all purposes to be one instrument. To the extent that any of the terms and conditions of this Limited Warranty Agreement are inconsistent with any of the terms and conditions of the Contract, the terms and conditions of this Limited Warranty Agreement shall govern and control in all instances.
- (f) The Waiver and Disclaimer of Implied Warranty of Habitability contained herein shall survive the closing of the Purchased Unit and shall be binding upon and inure to the benefit of Seller, Builder, and Purchaser and their respective successors, assigns, subsequent purchasers, heirs, executors, administrators, and legal or personal representatives.

27. CERTIFICATE OF LIMITED WARRANTY: (Purchased Unit) 105th & Vincennes Phase One Chicago LLC, (the "Seller"), warrants the Purchased Unit that is the subject of this contract (the "Purchased

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Unit") at____, Chicago, Illinois for a period of One (1) year from the date of closing (the "Warranty Period"), against "latent defects" arising out of faulty workmanship or material. Seller's sole obligation under this Limited Warranty is limited to, at Seller's option, correction of the defect or replacement of the property affected by the defect. For the purpose of this Limited Warranty, "latent defects" are limited to those defects which are not apparent at the time of Purchaser's preoccupancy inspection of the Purchased Unit or at the time of Closing, but which become apparent prior to the expiration of the Warranty Period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE PURCHASER WHO HAS SIGNED AND APPROVED THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGES.

AS TO ANY PERSONAL PROPERTY, HEATING, VENTILATION AND COOLING EQUIPMENT, AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS, OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE CONTAINED IN THE PURCHASED UNIT, SELLER NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is subject to the following terms, conditions and exclusions, all of which are a part hereof:

a. Inspection Period

(i) A preoccupancy inspection of the Purchased Unit is to be made prior to the scheduled Closing Date. This inspection is to be made by Purchaser in the company of a representative of Seller. Items to be corrected as mutually agreed shall be listed in an inspection report (the "Inspection Report") which shall be signed by the Purchaser and Seller's representative. The Purchaser shall retain a copy of said report.

(ii) Seller shall make reasonable attempt to correct all of the items listed in the Inspection Report prior to Closing. Purchaser will be advised of the status of corrections at closing. All items listed in the Inspection Report not corrected prior to Closing shall be corrected within a reasonable time period following closing unless correction shall be delayed or prevented by war, national emergency, insurrection, Acts of God, governmental regulation, strikes, lockouts, boycotts, labor or material shortages, weather conditions, fire, or other causes beyond the exclusive control of the SELLER, in which event the date of correction shall be extended by any such period(s) of delay

(iii) No corrections will be made for defects not recorded on the Inspection Report or for defects first claimed or discovered after the expiration of the Warranty Period. All claims must be made in writing. Correction of latent defects will be made within a reasonable time after Seller is notified in writing.

b. Warranty Exclusions

The following exclusions and limitations apply to Seller's limited warranty obligations:

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(i) All chips, scratches, spots or mars on items such as tile, walls, porcelain, glass (including breakage or cracks), plumbing fixtures, plastic laminate counter tops, marble, doors and woodwork, carpeting, appliances, light fixtures, mirrors, cabinets and vanities, windows and screens and exterior siding and brick must be noted on Seller's Inspection Report or they will not be covered by this Limited Warranty.

(ii) Bathroom faucet leaks, toilet, door and door frame adjustments, floor and wall tile grouting are covered for a period of sixty (60) days after closing. Thereafter, any repairs become the sole responsibility of the Purchaser.

(iii) Settling, nail pops, cracking of walls and ceramic tile flooring. Every building is constantly on the move. On a hot, humid day, a building actually expands. On a cold, dry day, the same building will contract. The reason is that heat and humidity cause some construction materials to expand, while cold and dryness have a contracting effect. In the like manner, a building swells during the rain and shrinks during a dry spell. SUCH MOVEMENT IS A NORMAL CHARACTERISTIC OF ALL HOMES AND SHOULD BE EXPECTED. Will not all this movement have an effect on the sheet rock walls, ceilings, floor and the framing system of your home? Yes! It is possible that this movement can cause cracking and nail popping in the drywall surface because the drywall is directly attached to and supported by the wood frame of the building and the wood is the material used in a home most subject to the conditions described above. The same problem exists in the floor system of your home. THEREFORE, WE ARE UNABLE TO GUARANTEE THAT SETTLING, NAIL POPS, CRACKING OF WALLS AND CERAMIC TILE FLOOR WILL NEVER OCCUR. Wood doors are subject to movement because of the natural characteristics of wood. Seller responsibility for the movement of wood doors shall be governed by the standards of the door manufacturer.

(iv) Seller does not warrant against cracking or scaling of the concrete flatwork (which includes, but is not limited to sidewalks, patios and garage floors). Cracks may develop in concrete patios, walks, driveways, porches and flat floors due to expanding and contracting of concrete as changes in temperature occur. Cracks may also develop because of the expanding and contracting of the soil on which the concrete is placed. There is no known way of completely eliminating the conditions and characteristics inherent to concrete.

The use of de-icing salts or other chemicals can cause flaking of concrete surfaces and should be avoided as much as possible. If the flaking process should appear there is no known cure for it. However, the structural value of the concrete is not affected. De-icing compounds picked up on the city streets due to normal winter driving and carried on to drives and garage floors may also cause flaking. Occasional washing down of these areas in thaw periods will minimize this damage. Temperature, humidity or slight variation in the material composition will very often affect the color of the surface. The final strength of the concrete is not affected.

Cracks may develop in mortar used for bonding bricks together due to shrinkage and settlement. Seller does not warrant against such cracks, shrinkage or settlement.

Seller will not be liable for repainting, wallpapering or refinishing any repaired areas.

(iv) Warranty service is not available for and does not cover correction of the results of ordinary wear and tear, or damage due to misuse or neglect, negligence or failure to provide proper maintenance. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY ITEM WHICH HAS BEEN MODIFIED

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OR REPAIRED BY PURCHASER, OR ANY ITEMS WHICH ARE INSTALLED OR CONSTRUCTED PURSUANT TO A SEPARATE CONTRACT OR AGREEMENT BETWEEN THE PURCHASER AND ANY PARTY OTHER THAN SELLER.

(v) The following are not covered by the Limited Warranty: (1) damage arising from leaks or water infiltration at perimeter walls, louvers or vents; (2) damage arising from or as a result of ice buildup on the roof; (3) any work included in a separate contract existing between the Purchaser and a particular subcontractor covering any phase of construction, the Seller has no responsibility for warranty enforcement in the area of such separate contract; (4) any defects in, or caused by, materials or work supplied by anyone other than Seller, or its employees, agents or subcontractors; (5) accidental loss or damage from causes such as, but not limited to fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake; (6) any damage or loss which arises while the residence is being used for primarily non-residential purposes; or (7) any defect which does not result in actual loss or damage.

(vi) All samples of selections are actual material used in the building of your home. Because of the natural characteristics, production lots, and other circumstances beyond our control, there may be color shade, hue or texture differences between samples displayed and the material supplied or installed in your home. Purchaser's signature in applying to these specifications shall constitute approval and acceptance of all work, if any, already completed of this date. Acceptance of keys to the building by Purchaser shall constitute formal acceptance and approval of the completed building. Specifications and brand names herein shall be adhered to as closely as possible. However, substitutions may be made by Seller on sole discretion. Such substitutions shall be of equal quality or of like kind.

c. Other Terms This Limited Warranty specifically excludes any and all secondary, incidental or consequential damages caused by any defect or breach hereof. No steps taken by Seller to correct defects shall act to extend the scope or duration of this Limited Warranty beyond the Warranty Period. No representative of the Seller has the authority to expand or extend the scope or duration of this Limited Warranty or to make verbal agreements with respect thereto. All items for corrections must be in written form. This Limited Warranty is not assignable and any written assignment shall be null and void.

d. Manufacturer's Warranty Certain personal property and equipment within the Purchased Unit are supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Seller is not a warrantor under, and does not adopt, such manufacturer's warranties. In the event of defects on such products, Purchaser should contact the manufacturer directly. Seller is not responsible for the performance of any manufacturer under its warranty.

e. Architect's Decision In the event of any dispute arising hereunder as to the existence of any defect, which dispute is not resolved by Seller and Purchaser, such dispute shall be submitted to and resolved by the project architect, whose decision shall be final and binding on the parties.

f. Notices Any notices hereunder shall be personally delivered or sent by certified mail, return receipt requested, addressed to:

DS
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Buyer's Initials: _____

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Seller's Initials: PSW

Seller's Initials: _____

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If to Seller, then to

105th & Vincennes Phase
One Chicago LLC
6120 South Archer
Summit, IL 60501
ph (708) 325-3515

With copy to Seller's attorney:

Keith Harrington
77 West Washington, St. 1020
Chicago, IL. 60602
kharrington@dhwlawyers.com
ph (312) 641-3518
fax (312) 641-1716

If to Purchaser, then to:

Rhonda Walker
chameleon335@
hotmail.com
773-996-7177

With copy to:

Attorney Baryone Chalmers
bchalmerslaw@gmail.com
312 523 2170
161 N Clark # 1600
CHICAGO IL 60601

Any notice delivered as aforesaid shall be deemed received when delivered and any notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail. Notice of changes of address for receipt of notices shall be sent in the manner set forth in this paragraph.


g. Severability. The invalidity of any agreement, restriction, condition, reservation or any other provision of this Limited Warranty shall not impair or affect in any manner the validity or effect of the rest of the Limited Warranty.

The undersigned have read and approved the Limited Warranty, including the terms, conditions and exclusions thereto, and agree that said Certificate of Limited Warranty is in lieu of any warranty of Seller under the contract or implied in law and shall govern in the event of any inconsistencies between the terms of this contract and those set forth in this warranty.

I (WE), AS PURCHASER(S), HAVE READ AND DO UNDERSTAND PARAGRAPHS 23, 24 and 25 AND I (WE) HAVE HAD AN OPPORTUNITY TO SEEK PROFESSIONAL ADVICE CONCERNING THE CONTENTS AND LEGAL IMPLICATIONS, AND AFTER SO DOING, KNOWINGLY EXECUTE THIS CONTRACT AS MY (OUR) FREE AND VOLUNTARY ACT.


28. ATTORNEY APPROVAL: It is agreed by and between the parties hereto that their respective attorneys may approve or make modifications, mutually acceptable to the parties, which shall be limited to legal issues only and may not address price, location, brokers compensation, dates or upgrades. Approval will not be unreasonably withheld, but, if within five (5) business days after the date Contract is executed by purchaser, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

Said modifications shall be submitted by facsimile to 77 W Washington, Suite 1020, Chicago, IL 60602, Attn. Keith Harrington (phone: 312-641-3518, fax: 312-641-1716) and certified mail or email to

Buyer's Initials: 

Buyer's Initials:

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Seller's Initials: 

Seller's Initials:

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For purposes of negotiating and finalizing this contract, any signed document transmitted by fax machine shall be treated in all manner and respects as an original document. The signature of any party shall be considered for these purposes as an original signature and shall have the same binding effects. At the request of either party any fax document subject to this rider shall be re-executed by both parties in an original form. In consideration for the promises made and value received hereunder, the undersigned parties hereby agree that neither shall raise the use of a fax machine as a defense to this contract and forever waive such defense.

29. GENERAL PROVISIONS, RIDERS AND ADDENDUMS: THIS CONTRACT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY BUYER AND SELLER AND DELIVERED TO BUYER'S DESIGNED AGENT. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE LAST PAGE OF THIS CONTRACT AND RIDERS _____ (list rider numbers here) AND ADDENDUM _____ (list Addendum numbers here) ATTACHED TO AND MADE A PART OF THIS CONTRACT.

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RW

Buyer's Initials: _____ Buyer's Initials: _____

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Seller's Initials: BW Seller's Initials: _____

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8/10/2020

OFFER DATE: _____, 20__

ACCEPTANCE DATE: Aug 12, 2020

BUYER'S INFORMATION:

Rhonda Walker
Buyer's Signature

Buyer's Signature

Rhonda Walker
Buyer's Name(s) (print:)

Address

773 996 7177
Phone

chamelon333@hotmail.com
E-mail Address

BUYER'S BROKER INFORMATION

Michael Montaibano
Designated Agent

116 932
Agent MLS Identification Number

Montaibano & Assoc
Brokerage Company Name

4843 W. Newport Chicago 60641
Address

312 593 7629
Phone

MtchicagoRealEst@aol.com
E-mail Address

BUYER'S ATTORNEY INFORMATION:

Beverly Chalmers
Name

161 N. Clark Chicago 60601
Address

312 523 2170
Phone

Bchalmerslaw@gmail.com
E-mail Address

DS
RW

Buyer's Initials: _____ Buyer's Initials: _____

SELLER'S INFORMATION:

[Signature]
Seller's Signature

Seller's Signature

105th & Vincennes Phase One/Chicago LLC Boris Nitchoff
Seller's Name(s) (print:)

6120 Archer Ave. Summit, Illinois 60501
Address

708-594-9363
Phone

Comfortonstine@gmail.com
E-mail Address

SELLER'S BROKER INFORMATION:

Robert Blaskiewicz
Designated Agent

183147
Agent MLS Identification Number

At Properties, MLS # 17665
Brokerage Company Name

212 E. 2nd St. Ste 200 Chicago, IL 60611
Address

708-574-5766 (cell) 312-506-0200 (office) 312-506-0222 (fax)
Phone

roberthlask@atproperties.com
E-mail Address

SELLER'S ATTORNEY INFORMATION:

Keith Harrington
Name

77 W. Washington St. Ste. 1020 Chicago, IL 60602
Address

312-641-3518 (office) 312-641-1716 (fax)
Phone

keith.harrington@attorneys.com
E-mail Address

Seller's Initials: [Signature] Seller's Initials: _____

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BUYER'S LENDER'S INFORMATION:

WINTRUST MORTGAGE
Lender

Andrew LueTT
Mortgage Broker's Name

1100 Waukegan Rd Northbrook IL 60062
Address

847 784 1360
Phone

ALueTT@WINTRUSTMORTGAGE.COM
E-mail Address

305690
Loan Number

Loan Amount

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Seller's Initials: MW Seller's Initials: _____

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I Bourgogne Chalmers, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Real Estate Contract for Deed

(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Boris Nitchoff
(print name(s) of executor/grantor)

Rhonda Walker
(print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Grantee's Attorney
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

[Signature]
Affiant's Signature Above

10/01/21
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

10/1/2021
Date Document Subscribed & Sworn Before Me
[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.