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Karen A. Yarbrough
Cook County Clerk
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MEMORANDUM OF PURCHASE CONTRACT

Prepared by and return to:
Adam K. Beattie, Esq.
Chuhak & Tecson, P.C.
120 S. Riverside Plaza, Ste. 1700
Chicago, IL 60606

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MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".
 2 Buyer Name(s) *(please print)* YOUSUF ALI KHAN AND TANZEELA MANAN , his wife
 3 Seller Name(s) *(please print)* GWS LLC or owner of record
 4 If Dual Agency Applies, Complete Optional Paragraph 31.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the property, all improvements, the fixtures and Personal
 6 Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate
 7 with approximate lot size or acreage of condominium at commonly known as
 8 6418 N Naplawood Unit 2E, Chicago, IL 60645

9 Address _____ City _____ State _____ Zip _____
 10 Cook _____

11 County _____ Unit # (if applicable) _____ Permanent Index Number(s) of Real Estate
 12 If Condo/Coop/Townhome Parking is included: # of space(s) _____; identified as Space(s) # 2E
 13 *(check type)* deeded space, PIN: _____ limited common element assigned space.

14 **3. PURCHASE PRICE:** The Purchase Price shall be \$ 90,000.00. After the payment of
 15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
 16 Closing in "Good Funds" as defined by law.

17 **4. EARNEST MONEY:** Earnest Money shall be held in trust for the mutual benefit of the Parties by *(check one)*:
 18 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".
 19 Initial Earnest Money of \$ -0- shall be tendered to Escrowee on or before _____ day(s) after Date
 20 of Acceptance. Additional Earnest Money of \$ _____ shall be tendered by _____, 20 _____

21 **5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST:** All of the fixtures and included Personal
 22 Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance
 23 unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing
 24 and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at
 25 Closing *(Check or enumerate applicable items):*

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or attached shelving |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> All Window Treatments & Hardware |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Existing Stairs and Screens |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Downs/Covers |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Fireplaces Gas Logs |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Stair | <input type="checkbox"/> Garage Door Opener(s) | <input type="checkbox"/> In-Gate Fence System, Collar & Etc. |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Play Set(s) | <input type="checkbox"/> Attached Down Carpeting | <input type="checkbox"/> Carbon Monoxide Detectors |

35 Other Items Included at No Additional Cost: PROPERTY IS BEING SOLD AS IS. BUYER IS SUPPLIED
 36
 37 Items Not Included: _____
 38

39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be
 40 operating condition at Possession except: _____
 41 A system or item shall be deemed to be in operating condition if it performs the function for which it is
 42 intended, regardless of age, and does not constitute a threat to health or safety.
 43 If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial YAK Buyer Initial TM Seller Initial _____ Seller Initial _____
 Address: 6418 N Naplawood Unit 2E, Chicago, IL 60645 _____
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87 [check one] has has not received the Disclosure of Information on Radon Hazards.

88 10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenant-
 89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
 90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
 91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
 92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
 93 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____
 94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity
 95 confirmed prior to the Date of Acceptance, Special Assessment Area or Special Service Area installments due
 96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate tax
 97 shall be prorated as of the date of Closing based on 100% of the most recent ascertainable full year tax bill. All
 98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
 99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
 100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
 101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
 102 this Paragraph shall survive the Closing.

103 11. ATTORNEY REVIEW: Within Five (5) Business Days after Date of Acceptance, the attorneys for the respective
 104 Parties, by Notice, may:

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

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

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

120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
 121 and are not a part of this contingency. The fact that a functioning major component may be at the end of
 122 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall
 123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or
 124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
 125 major components of the Real Estate, including but not limited to central heating system(s), central cooling
 126 system(s), plumbing and wall system, electrical system, roof, walls, windows, doors, ceilings, floors,
 127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
 128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
 129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial _____ Buyer Initial

Seller Initial Seller Initial _____

Address: _____

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- 130 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection (or which
 131 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection report
 132 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
 133 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
 134 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
 135 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
 136 null and void.
- 137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
 140 shall not include any portion of the inspection reports unless requested by Seller.
- 141 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 142 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
 143 in full force and effect.
- 144 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for a
 145 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
 146 Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
 147 with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
 148 served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
 149 shall remain in full force and effect.
- 150 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
 151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
 152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 (b),
 153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
 154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
 155 Disclosure Act.
- 156 15. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms
 157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
 158 conflicting terms.
- 159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
 160 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and of
 161 amendments; public and utility easements including any easements established by or implied from the
 162 Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
 163 imposed by the Condominium Property Act; installments due after the date of Closing of general
 164 assessments established pursuant to the Declaration/CCRs.
- 165 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for any
 166 special assessments confirmed prior to the Date of Acceptance.
- 167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
 168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
 169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- 170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
 171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
 172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial _____ Buyer Initial WVSeller Initial Ch Seller Initial _____

Address: _____

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- 173 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights a
 174 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
 175 appearance of Buyer or additional documentation, Buyer agrees to comply with same.
- 176 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
 177 improvements are in violation of existing rules, regulations or other restrictions or that the terms, pro-
 178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
 179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
 180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
 181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
 182 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
 183 waived this contingency, and this Contract shall remain in full force and effect.
- 184 f) Seller shall not be obligated to provide a condominium survey.
- 185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 186 16. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
 187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
 188 appropriate deed if title is by trust or in an estate), and with real estate transfer stamps to be paid by Seller
 189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
 190 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they
 191 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and
 192 payable at the time of Closing.
- 193 17. **MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**
- 194 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pro-
 195 closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
 196 by municipal ordinance shall be paid by the Party designated in such ordinance.
- 197 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
 198 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
- 199 18. **TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 200 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a firm
 201 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by
 202 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance
 203 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the
 204 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence
 205 of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title
 206 commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other
 207 survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or
 208 encroachments removed, or have the title insurer commit to either insure against loss or damage that may
 209 result from such exceptions or survey matters or insure against any court-ordered removal of the
 210 encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect
 211 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a determinable
 212 ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and
 213 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
- 214 19. **PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 215 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial _____ Buyer Initial Seller Initial Seller Initial _____

Address: _____

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216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
 217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
 218 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
 219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set
 220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly chained
 221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
 222 seal and signature: "This professional services conforms to the current Illinois Minimum Standards for
 223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

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

232 21. **CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
 233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
 234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate
 235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
 236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
 237 and tear excepted. **THIS PROPERTY IS BUYER OCCUPIED.**

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

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

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

258 Seller further represents that:

Buyer Initial _____ Buyer Initial *[Signature]* Seller Initial *[Signature]* Seller Initial _____

Address: _____

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- 259 (initials) _____ There (check one) is is not a pending or unconfirmed special assessment
 260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 261 _____ The Real Estate (check one) is is not located within a Special Assessment Area or
 262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
 263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
 265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 266 terminate this Contract by Notice to Seller and this Contract shall be null and void.
- 267 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal
 268 holiday. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
- 269 25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of
 270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
 271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
 272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
 273 digital signature may be produced by use of a qualified, established electronic security procedure mutually
 274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
 275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
 276 the digital signature and sending same by electronic mail.
- 277 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this
 278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 280 competent jurisdiction."
 281 In the event either Party has declared the Contract null and void or the transaction has failed to close as
 282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
 283 order, the Escrowee may elect to proceed as follows:
- 284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
 286 intends to disburse in the absence of any written objection. If no written objection is received by the date
 287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
 288 to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
 289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
 290 court of competent jurisdiction.
- 291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
 293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
 294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
 295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
 296 Escrowee for additional costs and fees incurred in filing the Interpleader action.
- 297 27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
 300 a) By personal delivery; or

Buyer Initial _____ Buyer Initial MMSeller Initial Ad Seller Initial _____

Address: _____

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- 301 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Even if
- 302 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
- 305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
- 306 transmission; or
- 307 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 308 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 309 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective
- 310 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
- 311 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- 312 e) By commercial overnight delivery (e.g. FedEx). Such Notice shall be effective on the next Business Day
- 313 following deposit with the overnight delivery company.

314 26. **PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties

315 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to

316 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

317 28. **CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the

318 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and

319 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

320 30. **OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties

321 and the following additional attachments, if any:

322 _____

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

324 ~~(Initials) _____ 31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously~~

325 ~~consented to _____ (Licensees) acting as a Dual Agent in providing~~

326 ~~brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the~~

327 ~~transaction referred to in this Contract.~~

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

- 329 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 330 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 331 _____
- 332 Address _____ City _____ State _____ Zip _____
- 333 2) Buyer has has not entered into a contract to sell Buyer's real estate.
- 334 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 335 a) is is not subject to a mortgage contingency.
- 336 b) is is not subject to a real estate sale contingency.
- 337 c) is is not subject to a real estate closing contingency.
- 338 3) Buyer has has not listed Buyer's real estate for sale with a licensed real estate broker and
- 339 in a local multiple listing service.
- 340 ~~4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing~~
- 341 ~~service, Buyer .~~

Buyer Initial _____ Buyer Initial  Seller Initial  Seller Initial _____

Address: _____

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- 342 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple-
- 343 listing service within five (5) Business Days after Date of Acceptance.
- 344 [For information only] Broker: _____
- 345 Broker's Address: _____ Phone: _____
- 346 b) Does not intend to list said real estate for sale.

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

- 348 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
- 349 is in full force and effect as of _____, 20____. Such contract should provide for a closing
- 350 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
- 351 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
- 352 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
- 353 real estate is not served on or before the close of business on the date set forth in this subparagraph
- 354 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
- 355 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
- 356 be completed.)
- 357 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
- 358 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
- 359 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
- 360 Buyer's real estate on or before _____, 20____. If Notice that Buyer has not closed the sale of
- 361 Buyer's real estate is served on or before the close of business on the next Business Day after the date set
- 362 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
- 363 in the preceding sentence, Buyer shall be deemed to have waived all contingencies contained in this
- 364 Paragraph 32, and this Contract shall remain in full force and effect.
- 365 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
- 366 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1), Buyer shall
- 367 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
- 368 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
- 369 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
- 370 within the time specified, Buyer shall be in default under the terms of this Contract.
- 371 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency
- 372 Seller has the right to continue to show the Real Estate and offer it for sale, subject to the following:
- 373 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
- 374 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
- 375 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
- 376 Paragraph 32 d).
- 377 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
- 378 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice shall
- 379 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
- 380 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient. Notice to
- 381 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 382 a) By personal delivery effective at the time and date of personal delivery; or
- 383 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
- 384 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail for

Buyer Initial _____ Buyer Initial AK Seller Initial JA Seller Initial _____
 Address: _____
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385 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
 386 Chicago time on the next delivery day following deposit with the overnight delivery company
 387 whichever first occurs.

388 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect
 389 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period
 390 Buyer, this Contract shall be null and void.
 391 5) Except as provided in Paragraph 32 e) 2) above, all Notices shall be made in the manner provided in
 392 Paragraph 27 of this Contract.
 393 c) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
 394 representative.

395 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 396 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 397 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
 398 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
 399 deemed ineffective and this Contract shall be null and void.

400 e) **BUYER COOPERATION FEE WAIVER:** Buyer authorizes Seller or Seller's agent to verify representations contained
 401 in Paragraph 32 at any time and Buyer agrees to cooperate in providing relevant information.

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

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

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

413 **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
 414 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 32**
 415 **SHALL NOT APPLY (CHOOSE ONLY ONE):**

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

Buyer Initial _____ Buyer Initial MP Seller Initial Q Seller Initial _____
 Address: _____
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428 b) _____ Transaction, Mortgage Allowed: If this selection is made, Buyer will pay at closing, in the
 429 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
 430 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer,
 431 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
 432 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
 433 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
 434 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and
 435 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
 436 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
 437 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
 438 of all of Buyer's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon
 439 Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with
 440 Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
 441 or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material
 442 breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. Unless otherwise
 443 provided in Paragraph 2, this Contract shall not be contingent upon the sale and/or closing of Buyer's
 444 existing real estate.

445 _____ 37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, required FHA or VA
 446 amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage
 447 Insurance Premium (MIP) shall be paid by Buyer and shall shall not be added to the mortgage loan amount.

448 _____ 38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well
 449 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteri-
 450 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
 451 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
 452 Closing, stating that the well and water supply and the private sanitary system are in operating condition with
 453 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
 454 if the cost of remedying a defect or deficiency and the cost of undraping together exceed \$3,000.00, and if the
 455 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
 456 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
 457 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
 458 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
 459 Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to
 460 Closing.

461 _____ 39. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 2,
 462 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
 463 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
 464 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
 465 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
 466 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
 467 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

468 _____ 40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the
 469 date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
 470 utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial _____ Buyer Initial 

Seller Initial  Seller Initial _____

Address: _____

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471 deposit in escrow at Closing with _____ [check one] one percent (1%)
 472 of the Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:
 473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing
 474 and including the day of delivery of Possession, if on or before the Possession Date;
 475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
 477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
 478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

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

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

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

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

- | | | |
|---|--|--|
| 508 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial Investment |
| 509 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 510 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

Buyer Initial _____ Buyer Initial *MP*

Seller Initial *Ch* Seller Initial _____

Address: _____

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511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS
512 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
513 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT #1.

514 _____
515 Date of Offer _____ DATE OF ACCEPTANCE _____
516 *[Signature]* GWS LLC BY *[Signature]*
517 Buyer Signature Yousef Ali Khan Seller Signature

518 _____
519 Buyer Signature Toussela Heman Seller Signature

520 _____
521 Print Buyer(s) Name(s) (Required) *[Signature]* Print Seller(s) Name(s) (Required) MOHAMMAD T. K. GHANI

522 _____
523 Address _____ Address 25657 Oak Vendome

524 _____
525 City State Zip City Oakbrook State IL Zip 60523

526 _____
527 Phone E-mail Phone 708-344-3550 E-mail
528 FOR INFORMATION ONLY

529 _____
530 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #

531 _____
532 Address City Zip Address City Zip

533 _____
534 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #

535 _____
536 Phone Fax Phone Fax

537 _____
538 E-mail E-mail
539 _____
540 Buyer's Attorney E-mail CHARLES XYV orleand@aol.com Seller's Attorney E-mail

541 _____
542 Address City State Zip 3525 W Parker Ave, Unit 206, Chicago, IL 60659
543 Address City State Zip 312-641-5922 773-267-5924

544 _____
545 Phone Fax Phone Fax

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

548 _____
549 Loan Officer Phone/Fax Management Co./Other Contact Phone
550 Loan Officer E-mail Management Co./Other Contact E-mail

551 Illinois Real Estate License Law requires all offers be presented to a timely manner; Buyer requests verification that this offer was presented

552 Seller rejection: This offer was presented to Seller on _____ 20 _____ at _____ A.M./P.M. and rejected on _____

553 _____
554 © 2015, Illinois Real Estate License Association. All rights reserved. Use and/or alteration of this form or any portion thereof is prohibited. Official form available
555 at www.ilsra.com. Approved by the following organizations, September 2015: Illinois Real Estate License Association, DuPage County Bar Association,
556 McHenry County Bar Association, Northwest Suburban Bar Association, Will County Bar Association, Builders Board of REALTORS®, Chicago Association of REALTORS®, Illinois
557 Organization of REALTORS®, National Association of REALTORS®, Real Estate Institute of REALTORS®, Real Estate Institute of REALTORS®, Real Estate Institute of REALTORS®,
558 REALTORS®, North Shore-DuPage Association of REALTORS®, Oak Park Area Association of REALTORS®, REALTOR'S Association of the Fox Valley, Inc., Twin Lakes Association
559 of REALTORS®

Buyer Initial _____ Buyer Initial *[Signature]* Seller Initial *[Signature]* Seller Initial _____

Address: _____

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LEGAL DESCRIPTION

UNIT NUMBER 101 IN THE, 6418 MAPLEWOOD MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 6 (EXCEPT THE SOUTH 31 ½ FEET) IN BLOCK 5 IN WILLIAM L. WALLEN'S EDGEWATER GOLF CLUB ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID, AND GRANTOR RESERVE'S TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH THEREIN.

THE PROPERTY WAS VACANT WHEN CONVERTED SO NO DISCLOSURE IS NECESSARY IN REGARDS TO TENANTS

TAX ID NO.: 10-36-428-036-1002

COMMONLY KNOWN AS: 6418 N. MAPLEWOOD. UNIT 101, CHICAGO, IL 60645