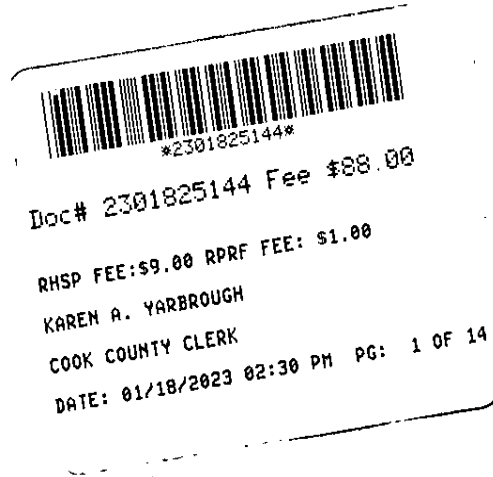


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Document Preparer:

Mail to: ↗
Big Homes LLC
1658 N. Milwaukee Ave
Suite 502
Chicago, IL 60647



Property of Cook County Clerk's Office

The above Space for Recorder's Use Only

Property Address:

9432 S Eberhart Avenue, Chicago, IL 60619

PIN:

25-03-428-025-0000

Legal Description:

LOT 11 IN BLOCK 6 IN VERNON PARK, A SUBDIVISION OF THE WEST QUARTER OF THE SOUTH SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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Return to:
Big Homes LLC
1658 N. Milwaukee Ave
Suite 502
Chicago, IL 60647

**IN THE CIRCUIT COURT OF COOK COUNTY
ILLINOIS**

Big Homes LLC

Plaintiff(s)

Case Number: TBD

vs.:

Shietha Smith, and all unknown defendants

Defendant(s).

LIS PENDENS NOTICE

I the undersigned, do hereby certify that the above entitled cause was filed in the above Court on the day of January , 2023 and is now pending in said Court and the property affected by said cause is described as follows:

LOT 11 IN BLOCK 6 IN VERNON PARK, A SUBDIVISION OF THE WEST QUARTER OF THE SOUTH SECTION 3, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as: 9432 S Eberhart Avenue, Chicago, IL 60619
Tax Parcel No: 25-03-428-025-0000

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Notice is further given that the object of the above styled action is:

To enforce specific performance on the purchase and sale contract agreed to on November 30th, 2022, by defendant Shietha Smith, and any unknown defendants.

Property of Cook County Clerk's Office

Respectfully submitted this 18th day of January, 2023.

By: _____

Printed Name: Zach Shepard

Capacity: Member, Big Homes LLC

Prepared by:
Big Homes LLC
1658 N. Milwaukee Ave
Suite 502
Chicago, IL 60647

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Exhibit A

Complaint

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

System Generated Hearing Date: 3/8/2023 9:30 AM
Location: Court Room 1106
Judge: Dempsey, Maire Aileen

UNOFFICIAL COPY

FILED
1/17/2023 12:00 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
20231101519
Courtroom, 1106
21047546

Complaint - Verified (12/01/20) CCM 0008 A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

MUNICIPAL DEPARTMENT, _____ MUNICIPAL DISTRICT
20231101519

<u>Big Home LLC</u> Plaintiff(s)	Case No. _____ Contract: _____ Amount Claimed: <u> \$ 500.00</u> Return Date: <u> 2/15/23</u>
v.	
<u>Shietha Smith, and all unknown defendants</u> Defendant(s)	

COMPLAINT

The Plaintiff(s) claim(s) as follows (use last page if more space is required.):

Owner of the property at 9432 S Eberhart Ave, Chicago, IL 60619, Shietha Smith, failed to perform under the terms of the purchase and sale agreement, dated 11/30/22. We wish to enforce the specific terms of the contract with regard to the purchase and sale of the property, and close on the purchase of the property.

I, Zach Shepard, certify that I am
(Name)

the Manager of the plaintiff in the above entitled action.
(Name of Attorney if applicable)

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois
cookcountyclerkofcourt.org

FILED DATE: 1/17/2023 12:00 AM 20231101519

UNOFFICIAL COPY

Complaint - Verified

(12/01/20) CCM 0008 B

The allegations in this complaint are true.

Atty. No.: _____

Pro Se 99500

Name: Zach Shepard, Manager

Atty. for (if applicable): _____

Address: 1658 N Milwaukee Ave, Suite 502

City: Chicago

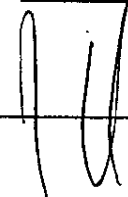
State: IL Zip: 60647

Telephone: 312-852-7802

Primary Email: Zach@PraddockInv.com

Claims - continued

Dated: 1/15/23



Signature

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the above signed certifies that the statements set forth herein are true and correct.

FILED DATE: 1/17/2023 12:00 AM 20231101519

Office of Cook County Clerk's Office

Iris Y. Martinez, Clerk of the Circuit Court of Cook County, Illinois

cookcountyclerkofcourt.org

UNOFFICIAL COPY

Exhibit B

Purchase & Sale Agreement

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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

Rev. 01/2012



1 **1. Contract.** This Apartment/Investments Purchase and Sale Contract ("**Contract**") is made by and between Big Homes LLC
 2 And/Or Assigns To ("**Buyer**") and OOB ("**Seller**")
 3 (collectively, "**Parties**"), with respect to the purchase and sale of the real estate and improvements located at:
 4 9432 S Eberhart Ave., Chicago, IL, 60619 ("**Property**").
 5 (address) (city) (state) (zip)

6 Property P.I.N. # 24-03-428-025-0000 Lot size: 3,720 Approximate square feet of Property: 1,391

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

- | | | | | |
|---|---|--|---|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen | <input type="checkbox"/> Built-in or attached |
| <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Smoke and carbon monoxide | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> shelves or cabinets |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> detectors | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Ceiling fan |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Security system (rented or owned) (strike one) | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> All planted vegetation | |
| <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> Existing storms | <input type="checkbox"/> Outdoor play set/swings |
| <input type="checkbox"/> Washer | <input type="checkbox"/> A/V receiver TV(s) | <input type="checkbox"/> Electronic garage door(s) | <input type="checkbox"/> and screens | <input type="checkbox"/> Outdoor shed |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> TV Antenna | <input type="checkbox"/> with remote unit(s) | <input type="checkbox"/> Window treatments | |
| <input type="checkbox"/> Water Softener | <input type="checkbox"/> LCD/plasma/multimedia equipment | <input type="checkbox"/> Tacked down carpeting | <input type="checkbox"/> Home | |
| | <input type="checkbox"/> Stereo speakers/surround sound | <input type="checkbox"/> Other Equipment | <input type="checkbox"/> warranty (as attached) | |

10 Seller also transfers the following: All of the above if applicable The following items are excluded: As-Is

11 **3. Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 67,000 ("**Purchase**
 12 **Price**").

13 **4. Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with Seller's Attorney
 14 ("**Escrowee**"), initial earnest money in the amount of 1,000, in the form of Cashiers Check ("**Initial Earnest**
 15 **Money**"). The Initial Earnest Money shall be returned and this Contract shall be of no force or effect if this Contract is not accepted by Seller on or
 16 before 5 days after acceptance, 2022. The Initial Earnest Money shall be increased to (**strike one**) 10% of the Purchase Price OR \$2,000 [percent]
 17 of the Purchase Price ("**Final Earnest Money**") within na business days after the expiration of the Attorney Approval Period (as established in
 18 Paragraph 14 of this Contract) (the Initial and Final Earnest Money are together referred to as the "**Earnest Money**"). The Parties acknowledge
 19 and agree that (i) the Parties shall execute all necessary documents with respect to the Earnest Money in form and content mutually agreed upon
 20 between the parties and (ii) except as otherwise agreed, Buyer shall pay all expenses incurred in opening an escrow account for the Earnest Money.

21 **5. Mortgage Contingency.** This Contract is contingent upon Buyer securing by 20 ("**First Commitment Date**") a firm
 22 written mortgage commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association;
 23 bank or other authorized financial institution, in the amount of (**strike one**) \$ OR % [percent] of the Purchase Price, the
 24 interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed % per year, amortized over years, payable monthly, loan
 25 fee not to exceed %, plus appraisal and credit report fee, if any ("**Required Commitment**"). If the mortgage secured by the Required
 26 Commitment has a balloon payment, it shall be due no sooner than years. Buyer shall pay for private mortgage insurance as required by the
 27 lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1)
 28 If Buyer is unable to obtain the Required Commitment by the First Commitment Date, Buyer shall notify Seller in writing on or before that Date.
 29 Thereafter, Seller may, within 90 business days after the First Commitment Date ("**Second Commitment Date**"), secure the Required Commitment
 30 for Buyer upon the same terms, and may extend the Closing Date by 90 business days. The Required Commitment may be given by Seller or a third
 31 party. Buyer shall furnish all requested credit information, sign customary documents relating to the application and securing of the Required
 32 Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required Commitment for Buyer, this Contract
 33 shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before
 34 the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required
 35 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3)
 36 If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this
 37 Contract shall remain in full force and effect.

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

Buyer Initials: IB Buyer Initials: _____

Seller Initials: SS Seller Initials: _____

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64 7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and
65 escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "Closing". Closing shall occur on or prior to
66 **30 Days after 20 22** at a time and location mutually agreed upon by the Parties ("Closing Date"). Seller must provide Buyer with good and
67 merchantable title prior to Closing.

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

73 9. **Real Estate Taxes.** Seller represents that the 20 **21** general real estate taxes were \$ **952.00**. General real estate taxes for the
74 Property are subject to the following exemptions (check box if applicable): Homeowner's. Senior Citizen's. Senior Freeze. General real
75 estate taxes shall be prorated based on (i) **110** % of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
76 writing prior to the expiration of the Attorney Approval Period.

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

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

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

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

89 Buyer Initials: _____ Buyer Initials: _____ Seller Initials: _____ Seller Initials: _____

90 14. **Attorney Modification.** Within **15** business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys
91 may propose written modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation
92 and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract as if
93 originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
94 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
95 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
96 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
97 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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

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

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: DS
AB Buyer Initials: _____

Seller Initials: DS
SS Seller Initials: _____

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11/30/2022

117 OFFER DATE: 11/29/2022 20²²

ACCEPTANCE DATE: _____ 20²² ("Acceptance Date")

118 BUYER'S INFORMATION provided by:

SELLER'S INFORMATION provided by:

119 Buyer's Signature: [Signature]
120 Buyer's Signature: _____
CBD1EEDA8622416...

Seller's Signature: [Signature]
Seller's Signature: _____
3C81BE21BD504C8...

121 Buyer's Name(s) (print): BIG HOMES LLC
122 Address: 1658 N. Milwaukee Ave, Suite 502
123 City: Chicago State: IL Zip: 60647

Seller's Name(s) (print): Shi Smith
Address: 11207 Hannah Way
City: Upper Marlboro State: MD Zip: 20775

124 Office Phone: _____ Home Phone: _____
125 Fax: _____ Cell Phone: 312-852-7802
126 Email Address: _____

Office Phone: _____ Home Phone: _____
Fax: _____ Cell Phone: 202-749-0801
Email Address: Shi.smith422@gmail.com

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

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

129 BUYER'S BROKER'S INFORMATION:

SELLER'S BROKER'S INFORMATION:

130 Designated Agent (print): _____
131 Agent MLS Identification Number: _____
132 Brokerage Company Name: _____ MLS # _____
133 Office Address: _____
134 City: _____ State: _____ Zip: _____
135 Office Phone: _____ Cell Phone: _____
136 Fax: _____
137 Email: _____

Designated Agent Name (print): NA
Agent MLS Identification Number: _____
Brokerage Company Name: _____ MLS # _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

138 BUYER'S ATTORNEY'S INFORMATION:

SELLER'S ATTORNEY'S INFORMATION:

139 Attorney Name: _____
140 Firm: _____
141 Office Address: _____
142 City: _____ State: _____ Zip: _____
143 Office Phone: _____ Cell Phone: _____
144 Fax: _____
145 Email: _____

Attorney Name: _____
Firm: _____
Office Address: _____
City: _____ State: _____ Zip: _____
Office Phone: _____ Cell Phone: _____
Fax: _____
Email: _____

146 BUYER'S LENDER'S INFORMATION:

147 Mortgage Broker's Name: NA - Cash Deal
148 Lender: NA - Cash Deal
149 Office Address: _____
150 City: _____ State: _____ Zip: _____
151 Office Phone: _____ Cell Phone: _____
152 Fax: _____
153 Email: _____

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154 GENERAL PROVISIONS

155 **A. Prorations.** Rents, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits and required interest, if
 156 any, shall be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but the
 157 last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall prorate taxes within 90 days after the bill on
 158 the improved property becomes available.

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

160 **C. Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering a
 161 Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no other
 162 exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for Title Insurance
 163 due to delay by Buyer's mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title Insurance furnished by Seller
 164 shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 90 days after Seller's receipt of evidence of title to cure the exceptions and
 165 notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of money, Seller may have those exceptions removed at Closing by using the proceeds of
 166 the sale.

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

173 **E. Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to Seller. If Seller
 174 defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this Contract. In the event of any
 175 default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request Seller's and Buyer's written consent to the
 176 Escrowee's intended disposition of the Earnest Money within 90 days after the notice. However, Seller and Buyer acknowledge and agree that if Escrowee is a licensed real estate
 177 broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized agents. If Escrowee is not a licensed real estate
 178 broker, Seller and Buyer agree that the Parties object, in writing, to the proposed disposition of the Earnest Money within 90 days after the date of the notice, then Escrowee shall
 179 proceed to disburse the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects to the intended disposition within the 90 day period, or if Escrowee is a
 180 licensed real estate broker and does not receive a joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the
 181 Earnest Money with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee may be reimbursed from the Earnest Money for all costs,
 182 including reasonable attorney's fees, related to the filing of the interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the
 183 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

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

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

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

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

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

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

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

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

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

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

213 **P. Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill of Sale to
 214 Buyer.

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

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

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

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

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

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

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

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

Buyer Initials: AB Buyer Initials: _____

Seller Initials: SS Seller Initials: _____

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Addendum 1

Add'l Terms of Contract

Seller: OOR

Address: 9626 S Normal Ave., Chicago, IL 60628

Buyer: Big Homes LLC And/or Assigns To

Contract Date: 11/29/2022 11/30/2022

1. TRANSACTION. This will be a cash transaction.
2. AS/IS CONDITION. This Contract is for the sale and purchase of the Property in "As Is" condition.
3. DUE DILIGENCE. Upon execution of this Agreement, Buyer shall have 15 days within which to conduct their Due Diligence.
4. COMMISSION. No commissions will be paid by the Seller on this transaction.
5. CLOSING DATE. Seller hereby agrees to a closing date 30 days after acceptance, OR ASAP.
6. AGENCY. A Member of Buyer, Big Homes LLC, Zach Shepard, is a licensed real estate agent in the State of Illinois with eXp Realty
7. FINAL WALKTHROUGH. Seller agrees to allow Buyer a final walk-through prior to closing.

Buyer's Name: BIG HOMES LLC, Zach Shepard, Manager

Buyer's Signature:
CBD1EEEDA8622415...

Date: 11/29/2022

Seller's Name: Shi Smith

Seller's Signature:
3C81BE21BD904C8...

Date: 11/30/2022

Property of Cook County Clerk's Office

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DocuSign Envelope ID: 532571B2-9DDC-41B6-A9C2-FD8E4032BCD4

Addendum 2

Add'l Terms of Contract

Seller: OR


Address: 9432 S Eberhart Ave., Chicago, IL. 60619

Buyer: Big Homes LLC And/or Assigns To

Contract Date: 12/13/2022 12/17/2022

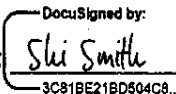
1. TRANSACTION. Seller has agreed to a reduction from \$67,000 to \$20,000 for 9432 S Eberhart Ave.

Buyer's Name: BIG HOMES LLC, Zach Shepard, Manager

Buyer's Signature: 

Date: 12/13/2022

Seller's Name: shi Smith

Seller's Signature: 

Date: 12/17/2022

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\$500.00

Dec 21, 2022
Post date

506
Check #

Total

BIG HOMES LLC 03-14		2-1710	506
1658 N MILWAUKEE AVE., STE. 502 CHICAGO, IL 60647-6905		DATE <u>12/9/22</u>	
PAY TO THE ORDER OF	<u>Big Home Clear Inc Account</u>	\$	<u>500.00</u>
	<u>Five hundred and 00/100</u>	DOLLARS	
CHASE			
JPMorgan Chase Bank, N.A. www.Chase.com			
MEMO <u>ETG. P.O. Box</u>			
⑆071000013⑆		432278948⑆0506	

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