Doc#. 2409522106 Fee: \$107.00 KAREN A. YARBROUGH COOK COUNTY CLERK'S OFFICE Date 4/4/2024 4:11 PM Pg: 1 of 23

Return to:
Kolpak Law Group LLC
6767 N. Milwaukee Ave, Ste 202
Niles, IL 60714
Prepared for recording by:
Kolpak Law Group LLC
6767 N. Milwaukee Ave, Ste 202
Niles, IL 60714
PIN: 17-28-303-004-0000
Commonly known as: 2611 South Lowe Ave, Chicago, IL 60616
LEGAL DESCRIPTION:

LOT 45 IN BLOCK "A" IN WALTER WRIGHT'S SUBDIVISION OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## REALTOR

## MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2	Buyer Name(s) [PLEASE PRINT] A&SL Construction, Inc
3	Seller Name(s) [PLEASE PRINT]—COR. Edward Flory
	If Dual Agency applies, check here □ and complete Optional Paragraph 29.
5	2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property
	included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
	approximate lot size or acreage of Per Survey commonly known as:
	2611 S Lowe Ave CHICAGO IL 60616 Cook
~	Address Unit # (If applicable) City State Zip County
	Permanent Index Nv nt er(s): 17283030040000 □ Single Family Attached ☑ Single Family Detached ☑ Multi-Unit
	If Designated Parking is included: # of space(s) N/A ; identified as space(s) # N/A ; location N/A
	[CHECK TYPE] □ deeded space, PIN: □ limited common element □ assigned space.
	If Designated Storage is Included: # of space(s) N/A; identified as space(s) #; location;
14	[CHECK TYPE] □ deeded space, Pirl: □ limited common element □ assigned space.
15	3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property
16	are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17	stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
	together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:
19	Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
20	Oven/Range/StoveSump Pump(s)Built-in or attached shelvingSmoke Detectors
21	MicrowaveWater Softener (unless rented)All Window Treatments & HardwareCarbon Monoxide Detectors
22	Dishwasher Central Air Conditioning Satelijke Dish Invisible Fence System, Collar & Box
23	Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
24	Trash CompactorCentral Vac & EquipmentSecurity System(s) (unless rented) with all Transmitters
25	WasherAll Tacked Down CarpetingIntercom SystemOutdoor Shed
26 27	Dryer Existing Storms & Screens Electronic or Me (ia A ir Filter(s) Outdoor Playset(s) Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
28	Attached Gas GrillWindow Air Conditioner(s)Backup Generator systemPlanted VegetationWater HeaterCeiling Fan(s)Fireplace Screens/Doors/CentesHardscape
	Other Items Included at No Added Value: N/A
	Items Not Included: N/A
	Seller warrants to Buyer that all fixtures, systems and Personal Property include 1 in this Contract shall be in
	operating condition at Possession except: N/A
	A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
	regardless of age, and does not constitute a threat to health or safety.  If Home Warranty applies, check here  and complete Optional Paragraph 32.
	4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 200,000 AS-IS . After the payment of Earnest
37	Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38	"Good Funds" as defined by law.
39	a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40	settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41	agrees to credit \$ N/A to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
42	b) EARNEST MONEY: Earnest Money of \$ 2,000 shall be tendered to Escrowee on or before 3
43	Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ N/A shall be tendered
+3 44	by N/A, 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by
	Buyer Initial ————————————————————————————————————
	Seller Initial Seller Initial Seller Initial
	Address: 2611 S Lowe Ave , Chicago, IL 60616 77.0

JOC	Jaign Enverope ID: 204CCDEF-A23C-4220-B8CA-2FC2B9490C IB
45 46	[CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 48	c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.
50	<b>5. CLOSING:</b> Closing shall be on <u>April 1</u> , 20 <u>24</u> or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.
53	<b>6. POSSESSION</b> : Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.
55	7. FINANCING: [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]
56	a) LOAN CONTINGENCY: Not later than forty-five (45) days after Date of Acceptance or five
57 58 59 60	(5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence 'rom Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: [CHECK ONE] □ fixed; □ adjustable; [CHECK ONE] □ conventional; □ FHA; □ VA; □ USDA; □ other ioan for % of the Purchase Price, plus private mortgage insurance (PMI),
	if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed % per annum, amortized over not less than years. Luver shall pay discount points not to exceed % of the loan amount.
	Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.
	If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
	Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
	Seller shall have the option of declaring this Contract term in a ted by giving Notice to Buyer. If prior to the Seller
	serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
	in full force and effect.
	Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
	application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
	have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
	thereafter or any extension thereof agreed to by the Parties in writing.
	A Party causing delay in the loan approval process shall not have the right to terminate under this
	subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
	otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.
	Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
	Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
	if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
	conditioned on the sale and/or closing of Buyer's existing real estate.
	If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
	b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH] If this selection is made, Buyer will pay
	at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
	that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
	representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
	Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
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	Buyer Initial Seller Initial Seller Initial
	Address: 2611 S Lowe Ave , Chicago, IL 60616
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	to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
	Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
	satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
	share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93	not be contingent upon the sale and/or closing of Buyer's existing real estate.
94	c) CASH TRANSACTION, MORTGAGE ALLOWED: If this selection is made, Buyer will pay at closing,
95	in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96	has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97	representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98	Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99	to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
00	Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
01	Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102	in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent
03	upon Buyer obtaining fir arcing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104	obligations under this Continuo any act or omission outside of the control of Seller, whether intentional or not, that
05	prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
06	Buyer shall pay the title company escrew closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
07	to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. <b>Unless otherwise</b>
80	provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109	real estate.
110	8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
	[CHECK ONE]  has not received a completed I linois Residential Real Property Disclosure;
	[CHECK ONE] In has not received the EPA Pamphlet. "Protect Your Family From Lead In Your Home;"
	[CHECK ONE]  has not received the Elittamphage rotect rotal running from Ecda in Toda Frome,
	[CHECK ONE]  has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
	[CHECK ONE] I has not received the Disclosure of Information on Radon Hazards.
	<b>9. PRORATIONS:</b> The requirements contained in this paragraph shall survive the Closing. Proratable items shall
	be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
	rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
	only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
	Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
21	Association(s) are not a proratable item.
22	a) The general real estate taxes shall be prorated to and including the date of Closing has don 110 % of
23	the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
24	except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
25	homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
26	has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
27	entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
28	which the Seller is not lawfully entitled.
29	b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
30	fees are \$ N/A per N/A (and, if applicable, Master/Umbrella Association fees are
31	\$ <u>N/A</u> per <u>N/A</u> ). Seller agrees to pay prior to or at Closing the remaining balance of any
32	special assessments by the Association(s) confirmed prior to Date of Acceptance.
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- c) Special Assessment Area or Special Service Area installing to due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless of the provided by ordinance or statute.
- 135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective 136 Parties, by Notice, may:
- a) Approve this Contract; or

- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- d) Offer propose's specifically referring to this subparagraph d) which shall not be considered a counteroffer.

  Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.
- If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be defined waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).
- 155 11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] \_\_\_\_\_\_ Buyer acknowledges
  156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
  157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.
- 158 12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
  159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
  160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
  161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
  162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
  163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
  164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller hazardess from and against
  165 any loss or damage caused by any acts of Buyer or any person performing any inspection on pehalf of Buyer.
  - a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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- b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.
- c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.
- d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's lights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and eftert.
- 191 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization 140-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specifica, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
- 197 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
  198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
  199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
  200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
- 201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.
- 202 **15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** [IF APPLICAPLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").
- a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and alignmendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.
- c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
  Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
  payment thereof. Absent such agreement either Party may declare the Contract null and void.
  - d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial	Seller Initial <b>EF</b> Seller Initial
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- Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.
- e) In the event the documents and information provided by Seller to Buyer disclose that the existing 222 improvements are in violation of existing rules, regulations or other restrictions or that the terms and 223 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or 224 225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the 226 receipt of the documents and information required by this paragraph, listing those deficiencies which are 227 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived 228 229 this contingency, and this Contract shall remain in full force and effect.
- 230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and 232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the 233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless 234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: 235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not 236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable 237 at the time of Closing.

### 238 17. MUNICIPAL ORDINANCE, TRANSFER (AX), AND GOVERNMENTAL COMPLIANCE:

- a) The Parties are cautioned that the Keal Estate may be situated in a municipality that has adopted a preclosing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.
- b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tay Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.
- 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within 246 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchass Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title 255 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived 257 258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA 260 Insurance Policy. 261
- 262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

Buyer Initial	Seller Initial <b>Ef</b> Seller Initial
Address: 2611 S Lowe Ave , Chicago, IL 60616	

264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall 268 include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable. 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchases Risk sect of the State of Illinois shall EF US be applicable to this Contract, except as modified by this paragraph. 24. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possessian. Drive shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possessica to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted. **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written notice from any association or governmental entity regarding. a) zoning, building, fire or health code violations that have rot been corrected; 288 289 b) any pending rezoning; c) boundary line disputes; 290 d) any pending condemnation or Eminent Domain proceeding; 291 easements or claims of easements not shown on the public records; 292 any hazardous waste on the Real Estate; 293 real estate tax exemption(s) to which Seller is not lawfully entitled; or 294 any improvements to the Real Estate for which the required initial and final permis were not obtained. 295 Seller further represents that: 296 There [CHECK ONE] are are not improvements to the Real Estate which are not 297 in full in the determination of the most recent tax assessment. 298 There [CHECK ONE] are are not improvements to the Real Estate which are eligible 299 home improvement tax exemption. 300 There [CHECK ONE] is is is not an unconfirmed pending special assessment affecting 301 the Real state by any association or governmental entity payable by Buyer after the date of Closing.

Buyer Initial Buyer Initial Seller Initial Seller Initial Address: **2611** S Lowe Ave , Chicago, IL 60616 v7.0

Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or

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307 promptly notify Buyer. If the matters specified in such Notice not resolved prior to Closing, Buyer may

- 308 terminate this Contract by Notice to Seller and this Contract shall be null and void.
- 23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
- escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
- Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
- 313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
- shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
- after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
- demand. 316
- 317 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays.
- 318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
- described in this Contract does not fall on a Business Day, such date shall be the next Business Day.
- 25. ELECTRONIC OR DISTIAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of
- 321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
- 322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
- signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
- means. An acceptable digital signature may be produced by use of a qualified, established electronic security
- procedure mutually agreed upon by the Parlies. Transmissions of a digitally signed copy hereof shall be by an 325
- established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
- document incorporating the digital signature and sending same by electronic mail.
- 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this 328
- Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money 329
- refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
- competent jurisdiction." 331
- 332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
- for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
- Escrowee may elect to proceed as follows:
- a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days 335 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends 336
- to disburse in the absence of any written objection. If no written objection is received by the date indicated in 337
- the Notice then Escrowee shall distribute the Earnest Money as indicated in the watter Notice to the Parties. 338
- 339 If any Party objects in writing to the intended disbursement of Earnest Money then Lainest Money shall be
- held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction. 340
- resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited 342

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after

- with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees 343
- incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee 344
- for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional 345
- 346 costs and fees incurred in filing the Interpleader action.
- 347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
- any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner: 349

a) By personal delivery; or Buyer Initial Buyer Initial Seller Initial Seller Initial Address: 2611 S Lowe Ave , Chicago, IL 60616 v7.0

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- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not sender Notice invalid.
- 28. **PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at *ie.w* or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

### 370 THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

371	[INITIALS]		29	O. CONFIRMATION OF D	JAL AGENC	Y: The Parties o	onfirm	that they have	previously
372	consen	ted to_		[LICENS	SEE <sup>1</sup> acting as	a Dual Agent i	n provid	ding brokerage	services on
373		ehalf ar		onsent to Licensee acting	; as a Onal A	gent with regai	d to the	e transaction re	eferred to in
375			30. SALE	OF BUYER'S REAL EST	ATE:				
376	a)	REPRE	ESENTATIONS A	BOUT BUYER'S REAL ES	STATE: Buyer	represents to S	eller as	follows:	
377 378	1)	Buyer	owns real estate	(hereinafter referred to a	as "Buyer's re	eal estate") with	the add	dress of:	
	Address	<b>,</b>			City		State		 Zip
380	2)	Buyer	[CHECK ONE] 🗖 l	has 🗖 has not entered in	ito a contract	to sell Buyer's 1	eal est	te.	
381	,	If I	Buyer has entered	d into a contract to sell B	uyer's real es	tate, that contra	ict:	75.	
382			•	is $\square$ is not subject to a r	•			(C)	
383		-		is $\square$ is not subject to a r	~ ~	•		()	
384		c)		is $\square$ is not subject to a r			y.		
385	3)	Buyer	[CHECK ONE] 🗖 h	nas 🗖 has not publicly lis	sted Buyer's r	eal estate for sal	le with a	a licensed real e	state broker
386	,	•	a local multiple	• •	J				
387	4)		•	s not publicly listed for	sale with a li	censed real est	ate brok	ker and in a lo	cal multiple
388	·	-	service, Buyer [6	<del>-</del> -					•
389		a)	☐ Shall publicl	ly list real estate for sale	with a licens	sed real estate l	oroker v	who will place	it in a local
390			multiple listing	service within five (5) B	usiness Days	after Date of A	cceptan	ice.	
391			[FOR INFORMAT	TION ONLY] Broker:					
392			Broker's Addre				_Phone	e:	
393		b)	☐ Does not inte	end to list said real estate	e for sale.				
	Buyer I	nitial	—ps US Ruger I	nitial		Seller Initial	— DS EF	_ Seller Initial _	
			•	nicago, IL 60616					v7.0
	Page 9 of		, , ,	• •					
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D)	CONTINUENCIES DAS	EU UF	BALE /		JK CL	COINC	TOP K		) I A I Ci	

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of \_\_\_\_\_\_\_, 20 \_\_\_\_\_. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)

  1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have decreed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.
  - 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.
  - c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
  - 1) If Seller accepts another bona fide offer to purchase the Re.J Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of Seller. Buyer shall then have \_\_\_\_ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
  - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice, shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy cories of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
    - a) By personal delivery effective at the time and date of personal delivery; or
    - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
    - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Ds	os
Buyer Initial Buyer Initial	Seller Initial <b>EF</b> Seller Initial
Address: 2611 S Lowe Ave , Chicago, IL 60616	v7.0

438	d) WAIVER OF PARAGRAPH 30 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in
439	Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440	money in the amount of \$ in the form of a cashier's or certified check within the time specified.
441	If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
442	ineffective and this Contract shall be null and void.
443	e) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations
444	contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.
445	
446	into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447	, 20 In the event the prior contract is not cancelled within the time specified, this Contract
448	shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
449	under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
450	of this Contract have expired, been satisfied or waived.
451	
452	\$ Eviden & of a fully pre-paid policy shall be delivered at Closing.
453	
454	water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455	nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456	Practitioner, or a licensed well and septic ir spector, each dated not more than ninety (90) days prior to Closing, stating
457	that the well and water supply and the private socitary system are in operating condition with no defects noted. Seller
458	shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459	remedying a defect or deficiency and the cost of lands aping together exceed \$3,000, and if the Parties cannot reach
460	agreement regarding payment of such additional cost, in a Contract may be terminated by either Party. Additional
	testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462	testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
	necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464	copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.
465	34. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within
466	ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
467	not more than six (6) months prior to the Date of Closing, by a licensed inspector pertified by the appropriate state
468	regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
469	termites or other wood destroying insects. Unless otherwise agreed between the Parues, if the report discloses
470	evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
471	report to proceed with the purchase or to declare this Contract null and void.
472	
473	date that is [CHECK ONE] days after the date of Closing or
474	Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475	delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$
476	(if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:
477	a) The sum of \$ per day for use and occupancy from and including the day after Closing to
478	and including the day of delivery of Possession if on or before the Possession Date;
479	b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480	the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
	DsDs
	Buyer Initial Seller Initial Seller Initial \[ \text{Seller Initial} \]  Address: 2611 S Lowe Ave . Chicago, IL 60616
	Address: 2611 S Lowe Ave . Chicago. IL 60616

	UNO	OFFICIAL CO	)PY
481	· · · · · · · · · · · · · · · · · · ·		ded that the terms of Paragraph 21 have
482	<u>-</u>		I to the amount of the possession escrow
483		erein shall be deemed to create a Landlo	rd/Tenant relationship between the Parties.
484	$\frac{\mu\varsigma}{\epsilon}$ 6f 36. "AS IS" COND	ITION: This Contract is for the sale and	purchase of the Real Estate in its "As Is"
485			ns, warranties or guarantees with respect
486			signated Agent other than those known
487	defects, if any, disclosed by Seller. Buy	yer may conduct at Buyer's expense s	ruch inspections as Buyer desires. In that
488	event, Seller shall make the Real Estate	available to Buyer's inspector at reaso	nable times. Buyer shall indemnify Seller
489	and hold Seller harmless from and aga	inst any loss or damage caused by the	acts of negligence of Buyer or any person
490	performing any inspection. In the even	nt the inspection reveals that the con-	dition of the Real Estate is unacceptable
	-		ate of Acceptance, this Contract shall be
	-		report, and Buyer shall not be obligated
	_ // -	<del>-</del>	ame. Failure of Buyer to notify Seller or
	-		e this Contract under this paragraph and
495	A 1	•	at the provisions of Paragraph 12 and the
496	warranty provisions of Paragraph 3 do	not apply to this Contract. Nothing in	this paragraph shall prohibit the exercise
			1 0 1
497			
	of rights by Buyer in Paragraph 33, if a	pplicable.	ontingent upon the approval of the Real
497 498	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is co	
497 498 499 500	of rights by Buyer in Paragraph 33, if a  37. SPECIFIED 9  Estate by of Acceptance. In the event Buyer's Sp	pplicable.  PARTY APPROVAL: This Contract is compared by the secified Party becified Party does not approve of the	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller
497 498 499 500 501	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract is contract is contract is contract. Buyer's Specified Party becified Farty does not approve of the contract is rull and void. If Notice is rull and void.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this
497 498 499 500 501	of rights by Buyer in Paragraph 33, if a  37. SPECIFIED 9  Estate by of Acceptance. In the event Buyer's Sp	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract is contract is contract is contract. Buyer's Specified Party becified Farty does not approve of the contract is rull and void. If Notice is rull and void.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this
497 498 499 500 501	of rights by Buyer in Paragraph 33, if a	pplicable.  PERTY APPROVAL: This Contract is contract is contract is contract is contract. Buyer's Specified Party contract is not approve of the contract shall be not and void. If Notice is rethe Parties and this Contract shall rem	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.
497 498 499 500 501 502 503	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party Decified Farty does not approve of the cit shall be null and void. If Notice is rethe Parties and this Contract shall remove the following attachments, if any, and the Parties and the	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this
497 498 499 500 501 502 503	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party Decified Farty does not approve of the cit shall be null and void. If Notice is rethe Parties and this Contract shall remove the following attachments, if any, and the Parties and the	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.
497 498 499 500 501 502 503 504 505	of rights by Buyer in Paragraph 33, if a 37. SPECIFIED 9  Estate by of Acceptance. In the event Buyer's Sp within the time specified, this Contract provision shall be deemed waived by 9 38. ATTACHMENT [IDENTIFY BY TITLE]:	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party becified Party does not approve of the ct shall be null and void. If Notice is rethe Parties and this Contract shall remove the following attachments, if any, and the parties are the following attachments, if any, and the following attachments.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract
497 498 499 500 501 502 503 504 505	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract and English Party does not approve of the contract shall be not and void. If Notice is not approve and this Contract shall remove the Parties and this Contract shall remove the following attachments, if any, and College PROVISIONS: Buyer's	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract
497 498 499 500 501 502 503 504 505 506 507	of rights by Buyer in Paragraph 33, if a	pplicable.  PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party becified Farty does not approve of the ct shall be null and void. If Notice is rethe Parties and this Contract shall remove the following attachments, if any, and collection agreement consistent with the terms.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with
497 498 499 500 501 502 503 504 505 506 507 508	of rights by Buyer in Paragraph 33, if a	PARTY APPROVAL: This Contract is contract is contract. Buyer's Specified Party does not approve of the ct shall be null and void. If Notice is rethe Parties and this Contract shall remove. The following attachments, if any, a contract shall remove agreement consistent with the terms deem necessary, providing for one or more deem necessary, providing for one or more deem necessary.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with the of the following [CHECK APPLICABLE BOXES]:
497 498 499 500 501 502 503 504 505 506 507 508 509	of rights by Buyer in Paragraph 33, if a	PARTY APPROVAL: This Contract is contract is contract. Buyer's Specified Party does not approve of the ct shall be null and void. If Notice is not the Parties and this Contract shall remove the following attachments, if any, a contract shall remove the provisions: Buyer's and Sellem agreement consistent with the terms deem necessary, providing for one or more deem necessary, providing for one or more deem necessary.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with er of the following [CHECK APPLICABLE BOXES]:
497 498 499 500 501 502 503 504 505 506 507 508 509 510	of rights by Buyer in Paragraph 33, if a	PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party becified Farty does not approve of the ct shall be null and void. If Notice is rethe Parties and this Contract shall remove the Farties and this Contract shall remove the following attachments, if any, and Sellem agreement consistent with the terms deem necessary, providing for one or more deem necessary, providing for one or more deem necessary. Assumption of Seller's Mortgage Cooperative Apartment	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with er of the following [CHECK APPLICABLE BOXES]:  Commercial/Investment
497 498 499 500 501 502 503 504 505 506 507 508 509	of rights by Buyer in Paragraph 33, if a	PARTY APPROVAL: This Contract is contract is contract. Buyer's Specified Party does not approve of the ct shall be null and void. If Notice is not the Parties and this Contract shall remove the following attachments, if any, a contract shall remove the provisions: Buyer's and Sellem agreement consistent with the terms deem necessary, providing for one or more deem necessary, providing for one or more deem necessary.	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with er of the following [CHECK APPLICABLE BOXES]:
497 498 499 500 501 502 503 504 505 506 507 508 509 510	of rights by Buyer in Paragraph 33, if a	PARTY APPROVAL: This Contract is contract is contract is contract. Buyer's Specified Party becified Farty does not approve of the ct shall be null and void. If Notice is rethe Parties and this Contract shall remove the Farties and this Contract shall remove the following attachments, if any, and Sellem agreement consistent with the terms deem necessary, providing for one or more deem necessary, providing for one or more deem necessary. Assumption of Seller's Mortgage Cooperative Apartment	ontingent upon the approval of the Real y, within five (5) Business Days after Date Real Estate and Notice is given to Seller not served within the time specified, this ain in full force and effect.  are hereby incorporated into this Contract er's obligations are contingent upon the and conditions set forth herein, and with er of the following [CHECK APPLICABLE BOXES]:  Commercial/Investment

Buyer Initial \_\_\_\_\_\_ Seller Initial \_\_\_\_\_\_ Seller Initial \_\_\_\_\_\_ v7.0

0/40/0004 LO E4 ALL ODT

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

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

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0. 3/17/2024

				2024   9:51 AI	WI CDI
DatePortustrier by:			DATE OF ACCEPTANCE		
Andrzy Słodyczka			Edward Flory		
Buyer Signature oo			Seller Signature 4FA		
Buyer Signature			Seller Signature		
A&SL Construction, Inc			COR Edward Flo	ery	
Print Buyer(s) Name(s) [PTQUIRE	D]		Print Seller(s) Name(s) [REQU	IRED]	
			_2611 S Lowe Ave		
Address [REQUIRED]	Ó		Address [REQUIRED] Chicago, IL 60616		
City, State, Zip [REQUIRED]	O <sub>x</sub>		City, State, Zip [REQUIRED]		
Phone E-ma	ail		Phone	E-mail	
	C	FOR INFO	RMATION ONLY		
Mango Realty Group	88295	451.0 4004	Compass	28162	477013953
Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS#	State License #
1023 W 31st PI	Chicago	60608	1643 N Milwaukee Av	e. 1st Floor. (	Chicago IL 60647
Address	City	Zip	Address	City	Zip
MAN CHING NG (Michael)	874766	471.020356	Asaley Kaehn	253363	475173123
Buyer's Designated Agent 773-886-0660	MLS#	State License #	Sciler's Designated Agent (773) 5% J-8200	MLS#	State License #
Phone	F	ax	Phone		Fax
michael@mangoRG.com			ashley@ak-vz.com		
E-mail Paul A. Kolpak, Attorne	çlaire@klge	sq.com	E-mail Josh Martin / Josn@eltizer	nslawgroup.com {	& chandler@citizenslav
Buyer's Attorney E-ma	ail		Seller's Attorney	E-mail	
			3069 W Armitage, Chi	cado IL 6064	7
Address City 6767 N. Milwaukee Ave	S	tate Zip	Address 312.361.3833	City	State Zip
Phone	F	ax	Phone	177	Fax
Mortgage Company	P	hone	Homeowner's/Condo Associa	ation (if any)	Phone
Loan Officer	P	hone/Fax	Management Co./Other Conta	act	Phone
 Loan Officer E-mail			Management Co./Other Cont	act E-mail	

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560 DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley

561 Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association ·

562 North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of

563 the Fox Valley, Inc. - Three Rivers Association of REALTORS - Will County Bar Association

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FORM 420 (7/28/16) COPYRIGHT ILLINOIS REALTORS®



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## ILLINOIS REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



1/1

#### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property	Addr	ess: <u>2611 S Lowe</u>			Chicago	<u> </u>	6061	16
S <u>elle</u> r's D	isclo	sure (initial)						
EF (a	) Pre	sence of lead based p	aint and/or lead-b	based pain	t hazards (check	one below):		
	0	Known lead-b aced pa	aint and/or lead-b	pased paint	hazards are pres	ent in the housi	ng (expl	ain):
DS	0	Seller has no knowle	dge or lead base	d paint and	/or lead-based pa	aint hazards in th	ne hous	ing.
EF (b	) Red	ords and Reports ava	ilable to the selle	r (check or	e below):			
	0	Seller has provided to lead-based paint haz				eports pertaining	to lead	-based paint and/or
	Ŏ	Seller has no reports housing.	or records pertai	ining to lea	:-based paint and	d/or lead-based	paint ha	zards in the
Pyrchase	er's A	cknowledgment (init	ial)		4			
(c	) Pur	chaser has received c	opies of all inform	nation listed	l above.			
(d) (d) (d) (d)	l) Pur	chaser has received th	ne pamphlet <i>Prot</i> e	ect Your Fa	mily From Lead i	in Your Home.		
<u>π2</u> (e	e) Pur	chaser has (check one	e below):		4	4		
	0	Received a 10-day of the presence of lea					k asses	sment or inspectior
	⊗	Waived the opportur and/or lead-based pa		ı risk asse	ssment or inspec	ction for the pre-	sance	of lead-based pain
Agent's A	\cknc	wledgment (initial)					Cv	
(f		ent has informed the ponsibility to ensure c		seller's obli	gations under 42	2 U.S.C. 4852d	l and i	s aware of his/he
Certificat	lon o	f Accuracy						
	• •	arties have reviewed t is true and accurate.	he information at	oove and c	ertify to the best o	_	je, that i	·
Seller	() -464984	17E31A34FA	ate 2/11/2024		Purchase Ludra	y Slodyczka	_ Date	3/17/2024
Seller	-DocuSi	gned by:	ate		Purchaser <sub>usigned by:</sub>		_ Date	
Agent 📗	lshlei	y kaelin c	oate 2/11/2024		Agent Michael A	<b>4</b> 4F	_ Date	3/17/2024
(This disclo		38398164E3 form should be attached	to the Contract to F	Purchase)				



## ILLINOIS REALTORS® DISCLOSURE OF INFORMATION ON RADON HAZARDS



(For Residential Real Property Sales or Purchases)

### **Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

	,, , , , , , , , , , , ,		•
Seller's Disclo	sure (initial each of the following v	vhich applie	es)
(a)	Elevaled radon concentrations (aboare known to be present within the o		IEMA recommended Radon Action Level; plain).
(b)	Seller has provided the purchaser we elevated radon concentrations within		t current records and reports pertaining to
(c)	Seller either has no knowledge of elevated radon concentrations have		on concentrations in the dwelling or prior ated or remediated.
(d)	Seller has no records or reports pedwelling.	ertaining to	elevated radon concentrations within the
Purchaser's A	cknowledgment (initial each of the	ioliowina v	which applies)
<u>βς</u> (e)	Purchaser has received copies of al		•
(f)	Purchaser has received the IEMA a	pproved Rad	ion Disclosure Pamphlet.
Agent's Ackno	owledgement (initial IF APPLICABL	.E)	C'/_
Os Os	- '	-	0
(g)	Agent has informed the seller of the	seller's oblig	gations under Illinois law.
Certification o	f Accuracy		
• • • • • • • • • • • • • • • • • • • •	parties have reviewed the information, that the information he or she has pr		leach party certifies, to the best of his one and accurate.
Seller	EQuelan Tay	Date _	2/11/2024
Seller	4649847E31A34FA	Date _	
- ulcilasei —	drzy Słodyczka	Date _	3/17/2024
Purchaser		Date _	
Agent	Ashley kachen	Date _	2/11/2024
Agent Micha	9760 P. 18398164E3	Date _	3/17/2024
Prope	efcc0F44F rty Address: 2611 S Lowe		
	tate, Zip Code: Chicago		IL 60616





# Illinois REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 2611 S Lowe
City, State & Zip Code: Chicago IL 60616
Seller's Name: Edward Flory
This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as conditional to the seller or any person representing any party in this transaction.  In this form, "aware" means to have actual notice or actual knowledge without any specific investigation of inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or salety of future occupant of the residential real property unless the seller reasonably believes that the condition has been corrected.  The seller discloses the following information with the knowledge that even though the statements hereif are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.  The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide a explanation in the additional information area of this form.
YES NO N/A  1. Seller has occupied the property within the last 12 months.  (If "no," please identify capacity or explain relationship to property.)
2.  \[ \bigvert \] I currently have flood hazard insurance on the property.

3. 4. 5.	 	X		I am aware of flooding or recurring leakage problems in the crawl space or basement. I am aware that the property is located in a floodplain.  I am aware of material defects in the basement or foundation (including cracks and bulges).
6. 7. 8. 9.		         		I am aware of leaks or material defects in the roof, ceilings, or chimney.  I am aware of material defects in the walls, windows, doors, or floors.  I am aware of material defects in the electrical system.  I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10. 11. 12. 13. 14. 15.		XXXXXX		I am aware of material defects in the well or well equipment.  I am aware of unsafe conditions in the drinking water.  I am aware of material defects in the heating, air conditioning, or ventilating systems.  I am aware of material defects in the fireplace or wood burning stove.  I am aware of material defects in the septic, sanitary sewer, or other disposal system.  I am aware of unsafe concentrations of radon on the premises.  I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17. 18.		X V		I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plurabing pipes or lead in the soil on the premises.  I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other
19. 20.				earth stability defects on the premises.  I am aware of current infestations of termites or other wood boring insects.  I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
<ul><li>21.</li><li>22.</li><li>23.</li><li>24.</li></ul>				I am aware of underground fuel storage tanks on the property.  I am aware of boundary or lot line disputes.  I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.  I am aware that this property has been used for the manufacture of methamphetamine as
actu forn	ial res n an ii <b>Note:</b>	ident ntegra Thes	ial rea al part se disc	defined in Section 10 of the Methamphetamine Control and Community Protection Act. closures are not intended to cover the common elements of a condominium, but only the all property including limited common elements allocated to the exclusive use thereof that of the condominium unit. closures are intended to reflect the current condition of the premises and do not include f any, that the seller reasonably believes have been corrected.
nec	essary	: <u>Nu</u>	mber (	ove are marked "not applicable" or "yes", please explain here or use additional pages, if I have a hole in roof, number 24 this house has not been used to manufacture illegal or any such illegal substances. I forgot number 1 I have been here for 12 months.
Che	ck he	re if a	dditic	onal pages used:

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller:	Da	te: <b>2/11/2024</b>
Seller:	Da	te:
THE PROSPECTIVE EGYER IS AWARE THAT THE AGREEMENT FOR THE SALE OF THE PROPERTY SUDISCLOSED IN THIS REPORT ("AS IS"). THIS DISCINSPECTIONS OR WARRANTIES THAT THE PROSPECTION OR PROBLEM IS NO GUARANT PROSPECTIVE BUYER IS AWARE THAT THE IS	BJECT TO ANY OR ALCLOSURE IS NOT A SPECTIVE BUYER OR SELLER IS NOT AWAITEE THAT IT DOEPROSPECTIVE BUYER	L MATERIAL DEFECTS SUBSTITUTE FOR ANY SELLER MAY WISH TO RE OF A PARTICULAR S NOT EXIST. THE R MAY REQUEST AN
INSPECTION OF THE PREMISES PERFORMED BY  Docusigned by:		
Prospective Buyer ludry Slodyczka	Date:	2024 Time:
Prospective Buyer:	Date:	Time:
A COPY OF SECTIONS 5 THROUGH 65 OF ARTICL DISCLOSURE ACT IS AFFIXED HERETO AND SHOUL	7 .	
	14,	

### RESIDENTIAL REAL PROPERTY DISCLOSURE ACT ARTICLE 2: DISCLOSURES 765 ILCS 77/5 et seg.

**Section 5. Definitions:** As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who:

- (1) is a beneficiary of at Illinois land trust; or
- (2) has an interest, legal or equitable, in residential real property as:
  - i. an owner;
  - ii. a beneficiary of a trust;
  - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
  - iv. a contract purchaser or lessee of a ground lease.
- "Seller" does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.
- "Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.
- "Contract" means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.
- Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest. lease with an option to purchase, ground lease or assignment of ground lease of residential real property.
- Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:
- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankrup cy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust' includes an Illinois land trust.
  - (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.
  - (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.
- Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

### Section 25. Liability of seller.

- (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.
  - (b) The seller shall disclose material defects of which the seller has actual knowledge.
- (c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.
- Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller sna'l supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

### **Section 35. Disclosure report form.** . . . [omitted]

### Section 40. Material defect.

- (a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.
- (b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:
- (i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.
- (c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.
- Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.
- Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:
- (1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

- (2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or
- (3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violetions and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property

Section 65. Disclosure Report Form; Cartents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date pro	ovided to Buyer: _	3/17/2024	<u> </u>
Seller:	E Docusigned by:		<u> </u>
	4649847E31A34FA		O/L



### JANGTET OF CANZATION OF REPORTS® DISCLOSURE OF BUYER/TENANT DESIGNATED AGENT



PROVIDED AS REQUIRED BY STATE LAW

Mango Realty Group	(Brokerage) hereby names
Man Ching Ng (Michael)	(Designated Agent), a broker affiliated
with Brokerage, as the Designated Agent of A&SL	
	ant understands and agrees that Brokerage and
Designated Agent will be free to enter into ag	greements with other prospective clients and that
Designated Agent is free to act as the legal age	nt of those prospective clients. Buyer/Tenant also
understands and agrees that neither Brokerage, N	Managing Broker nor other licensees affiliated with
Brokerage will be acting as the legal agents of	Buyer/Tenant. If a different designated agent is
named, Buyer/Tenant shall be informed in writing	g within a reasonable time.
	_
Buyer/Tenant ac'an wledges and agrees that Buyer	er/Tenant presently has no exclusive representation
agreement with any other real estate brokerage for	or the same type of service and affirmatively states
	such exclusive representation agreement that such
agreement expired and/or has been terminated.	
	event Buyer/Tenant has previously entered into an
	other brokerage for the same type of service,
_	e right to represent Buyer/Tenant until the previous
exclusive agreement has expired, been terminated	or cancelled.
3/17/2024	
Date Furnished to Buyer/Tenant:	
	0,
	<b>%</b>
Designated Agent:	Acknowledged by Buyer/Tenant(s):
Michael My	Andrzy Stolyczka
Signature Signature	Sigf18f0fE339B40D
1023 W 31st PI, Chicago IL 60608	
Office Address City State Zip 773-886-0660	Signature
Phone Number michael@mangoRG.com	Address City State Zip
E-mail	Phone Number
	E-mail