87195281

**Certified Copy**

**from**

**Circuit Court of Cook County**

**Illinois**

**Morgan M. Finley, Clerk**

Form 278

STATE OF ILLINOIS,
County of Cook } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain .....

.....

filed in my office on ..... 19 .....

a certain cause..... pending in said Court on the ..... side thereof, wherein

..... plaintiff

and .....defendant.

In Witness Whereof, I have hereunto set my hand, and affixed

the seal of said Court, at Chicago,.....

..... 19 .. .....

..... Clerk

MORGAN M. FINLEY CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CHANCERY — DOMESTIC RELATION DIVISION

Attorney No. 10645

8 7 1 9 5 2 8 1

STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

| | | |
|---|---|---|
| ROBERTO MANZANARES, ISABEL MANZANARES AND SERGIO MANZANARES, | ) | 87195281 |
| Plaintiffs | ) | NO. |
| vs. | ) | |
| JORGE PAREDES MICHAEL MARROQUIN, AND MICHAEL TERMAN, | ) | 87CH03503 |
| Defendants | ) | |



COMPLAINT

Now come the Plaintiffs, ROBERTO MANZANARES, ISABEL MANZANARES and SERGIO MANZANARES, and as and for their Complaint against Defendants, JORGE PAREDES, MICHAEL MARROQUIN and MICHAEL TERMAN, state as follows:

COUNT I

RESCISSION AGAINST DEFENDANT TERMAN
BECAUSE OF MISREPRESENTATION

1. ROBERTO MANZANARES and ISABEL MANZANARES, husband and wife, and SERGIO MANZANARES are the plaintiffs herein.

2. ROBERTO MANZANARES is the brother of SERGIO MANZANARES. In June, 1986, Plaintiffs owned the property (premises) located at 3244 N. Wilton, Chicago, Illinois.

3. In June, 1986, ROBERTO and ISABEL MANZANARES authorized SERGIO MANZANARES to secure a broker for the sale of the premises.

4. At all times relevant hereto, Defendant, JORGE PAREDES,

was employed as a salesperson and broker with CENTURY 21, SALAMANCA REALTY, located at 2075 No. Western Avenue, Chicago, Illinois.

5. On information and belief, Plaintiffs believe that at all times relevant hereto, MICHAEL MARROQUIN was employed as a salesperson or broker with said CENTURY 21, SALAMANCA REALTY.

6. On information and belief, Plaintiffs believe Defendant, MICHAEL TERMAN to have been and to be brother-in-law of said MICHAEL MARROQUIN.

7. On or about July 15, 1986, Defendant, JORGE PAREDES came to the barber shop where said SERGIO MANZANARES works as a barber, at which time SERGIO informed JORGE PAREDES that property owned by Plaintiffs, located at 3244 No. Wilton, Chicago, Illinois, was being considered for sale. JORGE PAREDES who had previously stated to SERGIO MANZANARES that he was a broker, was retained to sell the property on behalf of the Plaintiffs.

8. On or about July 16, 1986, said JORGE PAREDES came to said premises, where SERGIO MANZANARES showed said property to JORGE PAREDES. He viewed all units in the building.

9. On said date, and at the premises, JORGE PAREDES asked SERGIO MANZANARES how much he wanted for the premises. Said SERGIO MANZANARES then countered by asking JORGE how much did he think the property was worth. In reply, JORGE PAREDES stated that to sell the property quickly, he was going to ask $70,000.00, and lower the price to about $69,000.00. SERGIO MANZANARES also asked said JORGE PAREDES to check prices that comparable dwellings in the neighborhood had sold for, and JORGE said he would to that.

10. Later that same evening, said JORGE PAREDES called SERGIO MANZANARES back and told him that the property was "sold".

11. On the following day, said JORGE PAREDES came back to the barber shop wehre SERGIO MANZANARES worked and brought with him Defendant, MICHAEL MARROQUIN. On that date, SERGIO MANZANARES signed a real estate contract offering to sell the property located at 3244 No. Wilton, Chicago, Illinois, for $66,000.00. A copy of said contract is attached hereto as Exhibit A and is by this reference, incorporated herein. Legal description of the property is attached hereto as Exhibit B.

12. On the following day, about July 17, 1986, JORGE PAREDES informed SERGIO MANZANARES that the purchaser, said MICHAEL MARROQUIN, worked for said PAREDES.

13. On the following day, said MARROQUIN came to the premises with Defendant, MICHAEL TERMAN, and they looked at the property.

14. At the closing relating to the property which took place on January 27, 1987, all three defendants, PAREDES, MARROQUIN and TERMAN, were present. It was then first announced that Defendant, TERMAN, would be the actual purchaser.

15. At a later day, after said closing, in February or March, 1987, said property was listed for $145,900.00. See listing document attached hereto as Exhibit C.

16. One person who viewed the property told Plaintiff he would offer $115,000.00 for the property.

17. Plaintiffs now believe the property to be worth in excess of $115,000.00 at the time they entered into a contract with

MANZANARES.



18. Plaintiffs were misled by Defendant, PAREDES as to the value of the property.

19. The representations made by Defendant, PAREDES as to the value of the property (See Paragraph 9 hereinabove) were false and untrue in that the property is believed to be worth much more than what said Defendant stated.

20. Said representations were material to the transaction entered into.

21. On information and belief, Plaintiffs believe that said misrepresentations were made for the benefif ot PAREDES and MICHAEL MARROQUIN, who worked with Defendant, PAREDES. Also on information and belief, said misrepresentations were made for the benefit of the ultimate purchaser, Defendant, TERMAN, who is brother-in-law of Defendant, MARROQUIN, who signed the aforesaid real estate contract.

22. On information and belief, and due to the factual pattern whereby all three defendants were present at the property on or about July 19, 1986, about two days after SERGIO MANZANARES signed said contract, and also all three were present at the aforesaid closing of the property, Plaintiffs believe that said misrepresentations by Defendant, PAREDES, should be imputed to Defendants, MARROQUIN and TERMAN as well.

23. SERGIO MANZANARES, for the benefit of Plaintiffs, entered into said contract in reliance on the representations made by Defendant, PAREDES and believed to have been made for the benefit of Defendants, MARROQUIN and TERMAN, which misrepresentations Plaintiffs believe were well known to MARROQUIN and TERMAN.

24. Plaintiffs would not have entered into said contract had they known the true facts pertaining to said misrepresentations.

25. Plaintiffs hereby offer and are willing to restore monies received under said contract, minus closing costs and all other reasonable costs including, but not limited to attorney's fees, arising from said contract and closing to Defendant, TERMAN.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Defendant, MICHAEL TERMAN and that it grant them the following relief:

a) That the contract entered into between Plaintiffs and Defendant, MARROQUIN for the benefit of Defendant, TERMAN, be rescinded, cancelled, set aside and declared null and void by judicial declaration as against Defendants, their heirs, and assigns;

b) That Defendant, TERMAN, be ordered and required to deliver up said contract for cancellation;

c) That Defendant, MICHAEL TERMAN, be ordered and required to restore to plaintiffs the property described hereinabove;

d) A judicial declaration that plaintiffs have no liability under said contract except for restoration of monies paid under said contract, minus costs and reasonable expenses including, but not limited to attorney's fees;

e) That plaintiffs be awarded their costs of this suit, including reasonable attorney's fees; and

f) That plaintiffs be granted such other and further

relief as the court deems just and proper.

COUNT II

RESCISSION AND PUNITIVE DAMAGES
AGAINST DEFENDANT, TERMAN BECAUSE OF FRAUD

1. through 25. Plaintiffs restate and reallege Paragraphs 1 through 25 of COUNT I herein as and for Paragraphs 1 through 25 of this Count II.

26. Plaintiffs believe that the misrepresentations referred to in Paragraphs 9 and 18 through 25 hereinabove, were known to be false by defendant PARADES, and that said misrepresentations should be imputed to defendants, MARROQUIN and TERMAN for reasons stated in Paragraph 22 hereinabove, and Plaintiffs believe defendants, MARROQUIN and TERMAN did not reasonably believe said representations to be true.

27. Said misrepresentations were intended by Defendants to be relied upon by Plaintiffs.

28. Plaintiffs acted based on said representations to their detriment.

29. Plaintiffs were ignorant of the falsity of said misrepresentations at the time said contract was entered, and reasonably believed said statements to be true.

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Defendant, MICHAEL TERMAN and that it grant them the following relief:

a) That the contract entered into between Plaintiffs and Defendant, MARROQUIN for the benefit of Defendant, TERMAN be rescinded, cancelled, set aside and declared null and void

by judicial declaration as against Defendants, their heirs, and assigns;

b) That defendant, TERMAN be ordered and required to deliver up said contract for cancellation;

c) That defendant, MICHAEL TERMAN be ordered and required to restore to plaintiffs the property described hereinabove.

d) A judicial declaration that plaintiffs have no liability under said contract except for restoration of monies paid under said contract, minus costs and reasonable expenses, including but not limited to attorney's fees.

e) That plaintiffs be awarded their costs of this suit, including reasonable attorney's fees;

f) That plaintiffs be granted such other and further relief as the court deems just and proper;

g) That plaintiffs be awarded punitive damages against Defendant, TERMAN.



## COUNT III

### COMPENSATORY AND PUNITIVE DAMAGES AGAINST DEFENDANT, PAREDES

1. through 29. Plaintiffs restate and reallege Paragraphs 1 through 29 of COUNT II herein as and for Paragraphs 1 through 29 of this Count III.

30. As Plaintiff's broker, Defendant, PAREDES had a fiduciary relationship with plaintiffs.

31. Plaintiffs believe that Defendant, PAREDES failed to disclose by a significant amount what the premises could reasonably be expected to sell for, and also believe that the defendant,

PARADES, failed to disclose that the contracting party, Defendant, MARROQUIN, was a business associate of Defendant, PARADES, and consequently breached the fiduciary relationship.

32. Plaintiffs were damaged in that they will fail to receive the difference between any greater amount said property is sold for and the amount the Plaintiffs received.

33. Defendant, PARADES' failures of disclosure are believed by the Plaintiffs to have been willful and wanton.

WHEREFORE, Plaintiffs request:

A. A judgment against Defendant, PARADES, in the amount by which the fair market value of the property exceeds the price which Plaintiffs actually received for the property.

B. Punitive damages in a proper amount against Defendant PARADES, due to his willful and wanton negligence and failure to make proper disclosures and due to fraud on his part.

C. Plaintiffs be awarded their costs of this suit and reasonable attorneys' fees.

D. For such further relief as this Court may deem just.



## COUNT IV

### DAMAGES AGAINST DEFENDANT PARADES BECAUSE OF VIOLATION OF THE CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

1. through 25. Plaintiffs restate and reallege Paragraphs 1 through 25 of Count I herein as and for Paragraphs 1 through 25 of Count IV.

26. Defendant, PARADES' representations referred to in Paragraph 9 hereinabove are in violation of Sec. 2 of the

Consumer Fraud and Deceptive Business Practices Act (Ill. Rev. Stat., Ch. 121-1/2, para. 261 et seq.).

WHEREFORE, Plaintiffs request:

A. A judgment against Defendant, PARADES, in the amount by which the fair market value of the property exceeds the price which Plaintiffs actually received for the property, together with the costs of this action.

B. For such further relief as equity may require.

COUNT V

COMPENSATORY AND PUNITIVE DAMAGES AGAINST DEFENDANT TERMAN

1. through 29. Plaintiffs restate and reallege Paragraphs 1 through 29 of COUNT II herein as and for Paragraphs 1 through 29 of this Count V.

30. Plaintiffs have been damaged by the amount by which the fair market value of the property exceeds the price received by Plaintiffs for the property.

31. The willful and wanton misrepresentations of Defendant, PARADES, and the fraud of Defendant, PARADES, should be imputed to Defendant, TERMAN.

WHEREFORE, Plaintiffs request:

A. A judgment against Defendant, TERMAN in the amount by which the fair market value of the premises exceeds the price which Plaintiffs actually received for the premises.

B. Punitive damages in a proper amount against Defendant, TERMAN, due to his willful and wanton negligence, failure to make proper disclosures, and due to the fraud on his part.

C. Plaintiffs be awarded their costs of this suit including reasonable attorneys' fees.

D. For such further relief as this Court may deem just.

COUNT VI

COMPENSATORY AND PUNITIVE DAMAGES AGAINST DEFENDANT, MARROQUIN

1. through 29. Plaintiffs restate and reallege Paragraphs 1 through 29 of Count II herein as and for Paragraphs 1 through 29 of this Count VI.

30. Plaintiffs have been damaged by the amount by which the fair market value of the premises exceeds the price received by Plaintiffs for the premises.

31. The willful and wanton misrepresentations of Defendant, PARADES, and the fraud of Defendant, PARADES, should be imputed to Defendant, MARROQUIN.

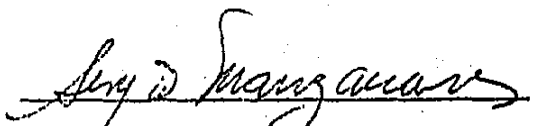
WHEREFORE, Plaintiffs request:

A. A judgment against Defendant, MARROQUIN, in the amount by which the fair market value of the premises exceeds the price which Plaintiffs actually received for the property.

B. Punitive damages in a proper amount against Defendant, MARROQUIN, due to his willful and wanton negligence, his failure to make proper disclosures, and due to the fraud on his part.

C. Plaintiffs be awarded their costs of this suit, including reasonable attorneys' fees.

D. For such further relief as this Court may deem just.



Sergio Manzanares

STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

SERGIO MANZANARES, being first duly sworn on oath, deposes and states that he has read the foregoing Complaint by him subscribed, and that the facts contained therein are true in substance and in fact, and that the matters alleged to be on information and belief are true to the best of his knowledge and belief.

Sergio Manzanares

Sergio Manzanares

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 8 DAY
OF APRIL, 1987.

Charlotte Witt

Notary Public

OFFICIAL SEAL
Charlotte Witt
Notary Public, State of Illinois
My Commission Expires 2-14-88



87195281

# NORTH SIDE REAL ESTATE BOARD

## REAL ESTATE SALE CONTRACT — APARTMENTS/INVESTMENTS

87195281

TO: Owner of Record (SELLER) Date 7/17/86

I/We offer to purchase the property known as: 3244 N. Wilton, Chicago, Illinois (Address) (City) (State) (Zip), lot approximately _____ feet, together with improvements thereon, including the following, if any, now on premises belonging to Seller, for which a Bill of Sale is to be given: screens; storm windows and doors; shades; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; 0 unit air conditioners; 3 refrigerators; 3 ranges; and also _____.

1. Purchase price $ 66,000.00.

2. Initial earnest money $ 1,000.00, in the form of Check, deposited with Century 21 - Salamanca, to be increased to 10% of purchase price within 5 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted on or before 7/18/86, 19____. Earnest money shall be held in escrow by Centuyy 21 - Salamanca for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (delete inapplicable subparagraphs):

(a) All in cash, cashier's check or certified check, or any combination thereof.

~~(b) Assumption of Existing Mortgage. Purchaser hereby assumes payment of the indebtedness secured by the mortgage (or trust deed) of record, provided there is no default as of date of closing. The said indebtedness approximates $_____ and bears interest at the rate of _____% per annum and is payable in monthly installments of $_____, excluding payments into escrow for taxes and insurance, if any. The expenses charged by the legal holder in connection with the assumption shall be paid by Purchaser. Seller agrees to remain liable on said indebtedness if the legal holder so demands and Purchaser hereby indemnifies Seller and holds Seller harmless from any liability resulting therefrom. Purchaser shall pay to Seller a sum equal to the difference between the indebtedness at time of closing and the balance of the purchase price. If the mortgage provides for acceleration of payment in event of sale, sub-paragraph (e) immediately following, if filled out, shall apply.~~

(c) Mortgage Contingency. This contract is contingent upon Purchaser securing within 60 working days of acceptance hereof a commitment for a fixed rate mortgage, or an adjustable mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for $ 62,700, the interest rate (or initial interest rate if an adjustable mortgage) not to exceed 10.5% per annum, amortized over 30 years, payable monthly, loan fee not to exceed 3%, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than -0- years. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller or Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. Purchaser shall furnish all requested credit information and sign customary papers relating to the application and securing of such commitment. If Purchaser notifies Seller as above provided, and neither Purchaser, Seller nor Broker secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

If an FHA or VA mortgage is to be obtained, and Seller agrees to pay the loan discount and other costs customarily chargeable to Seller therefor, Seller's initials must appear here _____.

~~(d) Purchase Money Note and Trust Deed or Installment Agreement For Deed. Purchaser shall pay $_____ and the balance by (STRIKE ONE) (Purchase Money Note and Trust Deed) (Installment Agreement For Deed) in the amount of $_____ with interest at the rate of _____% per annum to be amortized over _____ years, payable monthly, the final payment due _____, 19____, with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used, or the George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request, and Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is unsatisfactory.~~

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement for such a deed if that portion of sub-paragraph 3 (d) is applicable, subject only to the following, if any: covenants; conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 19 86 and subsequent years; the mortgage or trust deed set forth in sub-paragraph 3 (b) or 3 (d).

5. Seller represents and warrants that:

(a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than none, 19____, and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is $ 900.00; (c) the 19 85 general real estate taxes are $ 1057.00

6. Closing or escrow payout shall be on or about Oct. 10, 19 86, provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at a designated location.

7. Seller agrees to surrender possession of the premises herein occupied by him on or before As per Terms, 19____, provided this sale has been closed. Seller shall pay to Purchaser, _____ days in advance, the sum of $_____ per day for use and occupancy commencing the first day after closing up to and including the date possession is surrendered, or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. At closing, Seller shall deposit with escrowee designated in paragraph 2 above the sum of $_____ to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale on escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser, said daily amount to be paid out of escrow and the balance, if any, to be turned over to Seller; and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

8. Seller will pay a broker's commission to Century 21 - Salamanca in the amount of 6% of the purchase price.

9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

PURCHASER _____ ADDRESS _____
(Type or print name) City State Zip

PURCHASER _____ ADDRESS _____
(Type or print name) City State Zip

ACCEPTANCE OF CONTRACT BY SELLER

This 17 day of July, 19 86 I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

SELLER _____ ADDRESS _____
(Type or print name) City State Zip

SELLER _____ ADDRESS _____
(Type or print name) City State Zip

Form A/1 8/84

EXHIBIT A

## PROVISIONS

1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to reprorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

3. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this offer, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser, but if the termination is caused by Purchaser's fault, then, at the option of Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of broker's commission and any expenses incurred, and the balance paid to Seller.

6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.

7. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with a 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 said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.

8. Seller shall furnish five days prior to closing, a survey by a licensed land surveyor, showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent survey, same shall be obtained at Purchaser's expense.

9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.

10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

11. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.

13. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

14. 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 the 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 other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.

15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

16. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

17. Time is of the essence of this contract.

18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

87195281

LEGAL FORMS

February, 1985

WARRANTY DEED
~~Joint Tenancy~~
Statutory (ILLINOIS)
(Individual to Individual)



87 1 9 5 2 8 1

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTORS, Roberto Manzanares and Isabel Manzanares, his wife

of the City of Chicago County of Cook State of Illinois for and in consideration of Ten ($10.00) DOLLARS, & other good & valuable consideration in hand paid, CONVEY ___ and WARRANT ___ to

Michael Terman
6458 North Hamilton
Chicago, Illinois
(NAMES AND ADDRESS OF GRANTEES)

(The Above Space For Recorder's Use Only)

not in Tenancy in Common, ~~but in joint tenancy~~ the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 48 (except that part of said Lot taken for the use of the Northwestern Elevated Railroad Company by proceedings in the Case 137366 Circuit Court) in Resubdivision of Block 2 of Hambleton, Weston and Davis Subdivision of South 1/2 of Southeast 1/4 of Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: covenants, conditions and restrictions of record; private, public and utility easements, roads & highways; party wall rights and agreement; existing leases and tenancies; special taxes or assessments; general taxes for the year 1986 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in ~~joint tenancy~~

Permanent Real Estate Index Number(s): 14-20-425-016 HQO

Address(es) of Real Estate: 3244 North Wilton

DATED this 27th day of January 1987

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(SEAL) Roberto Manzanares (SEAL)
Roberto Manzanares

(SEAL) Isabel Manzanares (SEAL)
Isabel Manzanares

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roberto Manzanares and Isabel Manzanares, his wife

IMPRESS SEAL HERE

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 27th day of January 1987

Commission expires 10-25 1988

Jean M. Smith
NOTARY PUBLIC

This instrument was prepared by Edward H. Stone, 2 First Nat'l Plaza, Suite 2400 Chicago, IL 60603
(NAME AND ADDRESS)

MAIL TO: Louis G. Cronin
(Name)
3423 W. Fullerton
(Address)
Chgo. Ill 60647
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
Michael Terman
(Name)
(Address)
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____

AFFIX "RIDERS" OR REVENUE STAMPS HERE

87195281

EXHIBIT B

PRICE $110,000

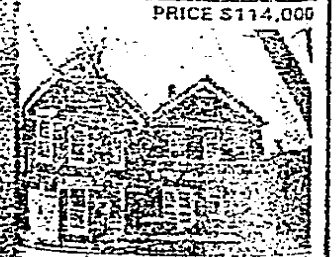
City CHICAGO
Year BUILT
Stories 2
Features OR,UT
Est Features AL/FCS,ENI/PORCH,FNC YD,SHED

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1288.9 | LR 14 X 11'10 |
| 1 | 15 | 2 | 1 | 110-1-7 | 375.00 | Fuel | HT X |
| 2 | 18 | 3 | 1 | OWNER | OWNER | Elec | 371 KIT 18'5 X 12 |
| 3 | | | | | | Wtr | 1200 BR 11'10 X 7'7 |
| 4 | | | | | | Ins | 1341 BR 7'11 X 7'7 |
| Misc | | | | | | Misc | BR X |
| Monthly Income | | | | 375.00 | Total 3,712 | | Poss 90DAC |
| Annual Income | | | | 14600 | Terms CONV | | |

Remarks LAKEVIEW VICTORIAN 2 APT, BRICK, NATURAL WOODWORK, BUILT IN HUTCHES, HARDWOOD FLOORS, FORMAL DINING ROOM, CABINET KITCHEN, MODERN BATH, ENCLOSED PORCHES, FULL BASEMENT, CLEAN AS A WHISTLE, EXCLUDE MIRROR IN FRONT VESTIBULE. ALL APPOINTMENTS ARE TO BE MADE THRU THE LISTER. WE FOX, 24 HOUR NOTICE FOR APPOINTMENTS.

Sign FOX INGE No 338 Ph
Co FOX REALTORS No 71 Ph 55-7[illegible]

PRICE $114,000

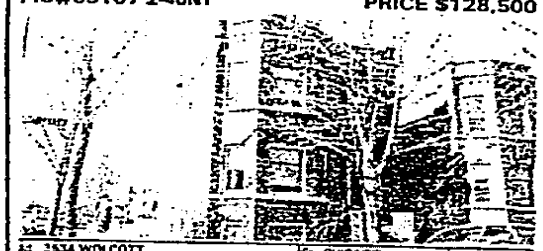


City CHICAGO
Year BUILT 4
Stories 2
Features FURN
Est Features ENI/PORCH,FNC YD

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1109 | LR 16 X 11 |
| 1 | 5 | 2 | 1 | M-M | 360 | Fuel | 1100 OR X |
| 2 | 5 | 3 | 1 | M-M | 350 | Elec | 1120E KIT 14 X 11 |
| 3 | 5 | 3 | 1 | M-M | 345 | Wtr | 240 BR 10 X 8 |
| 4 | 5 | 10 | 1 | M-M | 100 | Ins | 550 BR 12 X 8 |
| Misc | | | | | | Misc | BR X |
| Monthly Income | | | | 1155 | Total 3499 | | Poss PER LS/MTHLY |
| Annual Income | | | | 14160 | Terms CONV | | |

Remarks ON SOUGHT-AFTER STREET
NEW KITCHEN ROOF
ELECTRIC SERVICE, CURRENT RENTS
LEASES, MANY MANY RENOVATION

PIC#09107 2-4UNT PRICE $128,500



Ad 3534 WOLCOTT City CHICAGO
Const BRK City 2 STY BAK VICT Year 2 N 3534W 1900 Ar 20
Ht FA,GAS Size 31 X 77 Bsmt FULL Rg 1 Fir 1
Pk OFF ST Ar 2 UNITS File 240
Stories 2 Features OR,UT
Est Features AL/FCS,ENI/PORCH,FNC YD,SHED

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1329 | LR 21.7 X 11.5 |
| 1 | 15 | 2 | 1 | 110-1-7 | 375.00 | Fuel | 1421 OR 11.5 X 10.6 |
| 2 | 18 | 3 | 1 | OWNER | OWNER | Elec | 371 KIT 10.11 X 9.7 |
| 3 | | | | | | Wtr | 250 BR 9.10 X 8.10 |
| 4 | | | | | | Ins | 341 BR 9.2 X 6.9 |
| Misc | | | | | | Misc | BR 9.3 X 10.7 |
| Monthly Income | | | | 375.00 | Total 3,712 | | Poss 30 DAYS |
| Annual Income | | | | 14600 | Terms CONV | | |

Remarks LAKEVIEW VICTORIAN 2 APT, BRICK, NATURAL WOODWORK, BUILT IN HUTCHES, HARDWOOD FLOORS, FORMAL DINING ROOM, CABINET KITCHEN, MODERN BATH, ENCLOSED PORCHES, FULL BASEMENT, CLEAN AS A WHISTLE, EXCLUDE MIRROR IN FRONT VESTIBULE. ALL APPOINTMENTS ARE TO BE MADE THRU THE LISTER. WE FOX, 24 HOUR NOTICE FOR APPOINTMENTS.

Sign FOX INGE No 338 Ph
Co FOX REALTORS No 71 Ph 55-7[illegible]

PIC#09108 2-4UNT PRICE $129,000

Ad 3143 WALTON City CHICAGO
Const BRK City Year 3 N 950 W 2100 Ar 20
Ht GAS Size 25X125 Bsmt FULL Rg 2 Fir 2
Pk 2 GAR DET Ar File 120
Stories 2 Features OR,UT
Est Features ENI/PORCH,FNC YD

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1655 | LR X |
| 1 | 5 | 2 | 1 | M-M | 360 | Fuel | 1100 OR X |
| 2 | 5 | 3 | 1 | M-M | 350 | Elec | 1120E KIT X |
| 3 | 5 | 3 | 1 | M-M | 345 | Wtr | 97 BR X |
| 4 | 5 | 10 | 1 | M-M | 100 | Ins | 310 BR X |
| Misc GARAGE-15P | | | | | 25 | Misc | 10 BR X |
| Monthly Income | | | | 1150 | Total 2185 | | Poss PER TENANCY |
| Annual Income | | | | 14160 | Terms CONV | | |

Remarks UKRAINIAN VILLAGE
WELL MAINTAINED - GOOD TRANSPORTATION
OFFICE IN BASEMENT - 2 CAR GARAGE
24 HOURS NOTICE TO SHOW

PIC#09110 2-4UNT PRICE $145,900

Ad 3244 WILTON City CHICAGO
Const City 4 STORY FRAM Year 4 N 3200W 500 Ar 20
Ht Size 25 X 65 Bsmt Rg 1 Fir 1
Pk Ar File
Stories Features
Est Features

| Age | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1600 | LR VERY X LARGE |
| 1 | 15 | 2 | 1 | M-M | 225 | Fuel | 1TH OR VERY X LARGE |
| 2 | 15 | 2 | 1 | M-M | 225 | Elec | 1TH KIT VERY X LARGE |
| 3 | 18 | 2 | 1 | M-M | 225 | Wtr | 1TH BR VERY X LARGE |
| 4 | 18 | 3 | 1 | M-M | 225 | Ins | 400 BR VERY X LARGE |
| Misc | | | | | | Misc | 100 BR VERY X LARGE |
| Monthly Income | | | | 900 | Total 500 | | Poss AFTER CLOSING |
| Annual Income | | | | 10600 | Terms | | |

Remarks NEW ROOF GAS HEATING UNITS IN ALL APARTMENTS WHICH [illegible] TENANTS. EXCITING AREA NEAR BELMONT L & BUS CTA VICTORIAN [illegible] KITCHENS & BATHS MODERNIZED NR. ALL SCHOOLS CHURCHES & SHOPPING. TENANTS OWN STOVES & REFRIGERATORS VERY LOW UPKEEP. MOTIVATED SELLER-REALISTIC PRICE MAY BE SHOWN BY APPT ONLY TO QUALIFIED BUYERS.

Sign GRAFF ROBERT J No 397 Ph 674-1[illegible]
Co SOL J. GRAFF & SONS No 82 Ph 674-0303

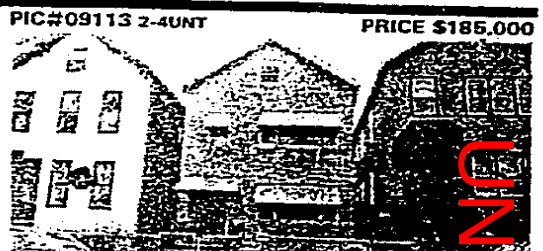
PIC#09111 2-4UNT PRICE $150,000

Ad 2847 RACINE City CHICAGO
Const FRM,STO City FRAME FLATS Year 3 N 2847W 1200 Ar 20
Ht GAS,SEP SPC Size 25 X 125 Bsmt FIN,PAR Rg 2 Fir 2
Pk 2 GAR Ar File 240,CB
Stories 2 Features IN-LAW UT
Est Features PORCH

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1657 | LR 16.8 X 11.8 |
| 1 | 3 | 1 | 1 | M-M | 325 | Fuel | SEPT OR 17.10 X 11.7 |
| 2 | 4 | 1 | 1 | OWNER | *400E* | Elec | SEPT KIT COM X 8.0 |
| 3 | 4 | 12 | 1 | M-M | 400 | Wtr | 208 BR 21 X 7.3 |
| 4 | | | | | | Ins | 1547 BR X |
| Misc | | | | | | Misc | BR X |
| Monthly Income | | | | 1125 | Total 1412 | | Poss TBD |
| Annual Income | | | | 13500 | Terms CONV | | |

Remarks HOT HOT HOT DEVELOPING AREA. ATTENTION REHABBERS OR INVESTORS. DUPLEX POTENTIAL. ADD INTO ATTIC OR INTO BASEMENT OR BOTH. MAINTENANCE FREE BLDG. NEW UPDATED ELEC W/ICB. BRICK 2 CAR GARAGE GREAT PLACE [illegible]

PIC#09113 2-4UNT PRICE $185,000



Ad 2519 SOUTHPORT City CHICAGO
Const FRM,STO* City FRAME Year 2 N 2519W 1400 Ar 20
Ht GAS,SEP SPC Size 25 X 125 Bsmt FULL Rg Fir
Pk CPRT,OFF ST Ar File C6
Stories 2 Features
Est Features ENI/PORCH,FNC YD

| Age OLDER | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 900 | LR X |
| 1 | 4 | 2 | 1 | M TO M | 425 | Fuel | 1TNT OR X |
| 2 | 4 | 2 | 1 | M TO M | 425 | Elec | 1TNT KIT X |
| 3 | | | | | | Wtr | 160 BR X |
| 4 | | | | | | Ins | 1747 BR X |
| Misc | | | | | | Misc | OWNER BR X |
| Monthly Income | | | | 850 | Total 1,377 | | Poss PER TENANT |
| Annual Income | | | | 10200 | Terms CONV | | |

Remarks "DE PAUL" HOT SOUTHPORT! NEEDS REHAB* LET YOUR IMAGINATION BE YOUR GUIDE... DON'T LET SOMEONE ELSE DESIGN YOUR IN-TOWN SINGLE FAMILY HOME!! DUPLEXABLE ATTIC & BASEMENT. 2 STORY FRAME W/STONE SIDED FRONT. CONCRETE PARKING SLAB FOR FUTURE GARAGE IN REAR. CA[illegible] *CONVENTIONAL ONLY - A MAXIMUM OF 20% DOWN (FRMH). 24 HR NOTICE TO SHOW (PI 50)

Sign COAL GEORGE R. No 6447 Ph 575-[illegible]
Co CENTURY 21 MARKET No 367 Ph 671-6660

PIC#09114 2-4UNT PRICE $235,000

PHOTO NOT AVAILABLE

Ad 1947 LINCOLN City CHICAGO
Const City Year 2 N 1942W Ar 20
Ht Size Bsmt Rg 3 Fir 3
Pk Ar File
Stories Features
Est Features

| Age | RENT | LEASE | MONTH | EXPENSES | | | Owners Apt |
|---|---|---|---|---|---|---|---|
| U | RM/BR | BTH | EXPIRE | INCOME | Tax 85 | 1576 | LR X |
| 1 | 3 | 1 | 1 | | 425 | Fuel | 700 OR X |
| 2 | 3 | 1 | 1 | | 525 | Elec | 140 KIT X |
| 3 | 3 | 1 | 1 | | 675 | Wtr | 86 BR X |
| 4 | | | | | | Ins | 1934 BR X |
| Misc | | | | | | Misc | BR X |
| Monthly Income | | | | | | Total | Poss CLOSING |
| Annual Income | | | | 0 | Terms | | |

Remarks





EXHIBIT C

87195281

Form 278

87195281

STATE OF ILLINOIS,
County of Cook } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain .....COMPLAINT.....

.....

filed in my office on .....APRIL 13th..... 19 87...

a certain cause....NOW..... pending in said Court on the CHANCERY... side thereof, wherein

ROBERTO MANZANARES, etc., ..... plaintiff

and JORGE PAREDES, et al., .....defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the seal of said Court, at Chicago, ILLINOIS...

APRIL 13th ..... 19 87.....

Morgan M. Finley Clerk

DEPT-01 RECORDING $27.50
T#1111 TRAN 9422 04/13/87 14:51:00
#8492 # A *-87-195281
COOK COUNTY RECORDER

MORGAN M. FINLEY CLERK OF THE CIRCUIT COURT OF COOK COUNTY

87195281

CHANCERY – DOMESTIC RELATION DIVISION

87195281

27

Certified Copy

from

Circuit Court of Cook County

Illinois

Morgan M. Finley, Clerk



Return to:

Burton T. Witt
205 W. Randolph - Suite 1150
Chicago, IL 60606