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REG. # N-783

NORTHWEST REAL ESTATE BOARD  
REAL ESTATE SALE CONTRACT—INVESTMENT—APARTMENT

Date FEBRUARY 5, 1988

I/We offer to purchase the property known as: 2941 N. MITCHELL AVE., CHICAGO, ILLINOIS  
(Address) (City) (State) (Zip)

lot approximately PER SURVEY 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; shadows radiators; heating, ventilation, lighting and plumbing fixtures; stairhall carpeting; ballroom tools unit air conditioners; 20 refrigerators; 2 ranges; and also 2 DISHWASHERS, VACUUM CARPETING

1. Purchase price \$ 150,000.00 or 151,500.00 (S.O.)  
2. Initial earnest money \$ 5,000.00 in the form of NOTE TO BE RECEIVED WITHIN 3 DAYS OF ACCEPTANCE deposited with PONTARELLI REALTY CO. to be increased to 10% of purchase price within two days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted on or before 19. Earnest money shall be held in escrow by 1/21 GRANDE 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 \$ 150,000.00 and bears interest at the rate of 12 % per annum and is payable in monthly installments of \$ 1,500.00, 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 the closing and the balance of the purchase price. If the mortgage provides for acceleration of payment in event of sale, subparagraph (c) in no event following, if filled out, shall apply.

(c) Mortgage Contingency. This contract is contingent upon Purchaser securing within 45 days of acceptance hereof a mortgage commitment for \$ 150,000.00 with interest at not more than 12 % per annum to be amortized over 30 years, payable monthly, and loan cost not to exceed 3 % plus appraisal and credit report fee, if any. 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 and/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. In such event, Purchaser shall furnish to Broker all requested credit information and sign customary papers relating to the application and securing of such commitment. If Purchaser notified Seller as above provided, and whether Purchaser, Seller nor Broker secured 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 required, Seller shall pledge \$ 50,000.00 in accordance with the lending institution's pledge terms.

(d) Purchase Money Note and Mortgage or Article of Agreement for Deed. Purchaser will pay \$ 150,000.00 and the balance by (STRIKE ONE) (Purchase Money Note and Mortgage) (Articles of Agreement for Deed) in the amount of \$ 150,000.00 with interest at the rate of 12 % per annum to be amortized over 30 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 instruments, the appropriate Chicago Title and Trust Company Note and Trust Deed forms shall be used, or the George E. Cole Agreement for Warranty Deed, installment (long form) shall be used.

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 1988 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 VACANT 19 88, and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$ 0.00; (c) the 19 88 general real estate taxes are \$ TO BE VERIFIED.

6. Closing or escrow payout shall be on APRIL 5th, 19 88, provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at AS AGREED UPON LOCATION.

7. Seller is to vacate, surrender and deliver possession of these premises to me on or before 7th days after closing. Seller shall pay me for 7th days in advance the sum of \$ 1,000.00 per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to me, or on a monthly basis, whichever is shorter. I shall refund any payment made for use and occupancy beyond the date possession is surrendered. In the event seller does not vacate as aforesaid, he shall pay me \$1,000.00 (which sum shall be held from the net proceeds of the sale by FN. NO. GG. M.G. on escrowee's form of receipt) as liquidated damages.

Possession escrow shall not at anytime be considered as prepayment of Seller's use and occupancy of said premises nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants.

In this contract, the singular includes the plural and the masculine includes the feminine and neuter.

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

BUYER Felix Grillo Nadia Grillo BUYER Felicia Gregori Marietta Gregori  
Type Name FELIX GRILLO/NADIA GRILLO Type Name FELICIA GREGORI/MARIETTA GREGORI  
Address 2704 N. MARSHFIELD AV., CHICAGO, ILL. 60618

Accepted this 7th day of FEBRUARY, 19 88. The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a broker's commission to PONTARELLI REALTY CO. 50/50 WITH 1/21 GRANDE in the amount of PER LIST % of the sale price shown hereinbefore in this contract. If earnest money is forfeited, it shall be applied - 1st to payment of expenses incurred for Seller by said Broker, and 2nd to payment of said commission, balance to be paid to Seller.

SELLER [Signature] SELLER [Signature]  
Type Name \_\_\_\_\_ Type Name \_\_\_\_\_  
Address \_\_\_\_\_

THE PURCHASERS SHALL HAVE THE OPTION TO CHOOSE COLORS ON ALL APPLIANCES AND CARPETING, PRICE TO BE LISTED.

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PROVISIONS

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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 re-prorate 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. The owner agrees to furnish a survey by a licensed surveyor prior to closing showing the location of the buildings thereon to be within the lot lines and showing no encroachments of buildings from adjoining properties.
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 State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, 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. Subject to Rider covering Rent Schedule-Leases-Security Deposits. (FORM - INVEST)

County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

## AFFIDAVIT

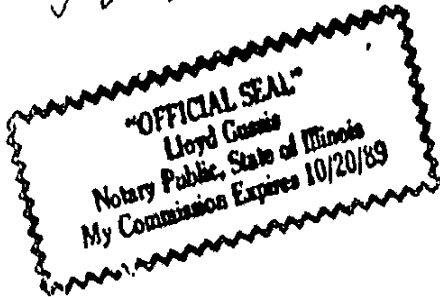
The undersigned affiants, being first duly sworn on oath, do hereby certify that they are two of the contract purchasers in the Real Estate Sale Contract attached hereto and that the said Contract is a true and correct copy of the original executed by them

Felix Grillo  
Felix Grillo

Nadia Grillo  
Nadia Grillo

SUBSCRIBED AND SWORN TO  
before me this 8th day  
of April, 1988.

[Signature]  
Notary Public



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Property of Cook County Clerk's Office

CLERK'S OFFICE  
COUNTY CLERK  
COUNTY CLERK

37011 100

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The North 1/2 of the South 1/2 of Lot 84 in the Second Addition to Mont Clare Gardens, a Subdivision of the East 1/2 of the Northeast 1/4 of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian (except that part taken for railroad) in Cook County, Illinois.

ADDRESS: 2941 NORTH NATCHEZ  
CHICAGO, ILLINOIS

PTIN: 15-30-222-050 BAO M.

. DEPT-01 \$14.25  
. T43333 TRAN 5209 04/11/88 09:39:00  
. #0746 # C \*-88-148856  
. COOK COUNTY RECORDER

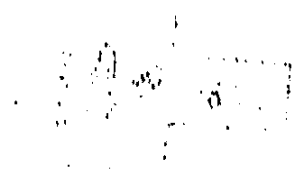
EXHIBIT "A"

Property of Cook County Clerk's Office

-88-148856

MAIL TO:

LLOYD E. GUSSE  
ATTORNEY AT LAW  
2520 N. LINCOLN AVE.  
CHICAGO, ILLINOIS 60614



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