

UNOFFICIAL COPY

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AFFIDAVIT

. DEPT-01 RECORDING \$51.50
. T#2222 TRAN 7690 04/06/95 16:40:00
. #7013 # KE *--95-232478
. COOK COUNTY RECORDER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

. DEPT-01 RECORDING \$5.15
. T#2222 TRAN 7688 04/06/95 16:33:00
. #7011 # KE *--95-232478
. COOK COUNTY RECORDER

I, RUSSELL SCIMECA, being first duly sworn upon oath,
depose and state as follows, to wit:

.R DEPT-01 RECORDING \$5.15
. T#2222 TRAN 7688 04/06/95 16:33:00
. #7011 # KE *--95-232478
. COOK COUNTY RECORDER

1. That I reside at 2011 N. Kenmore, Chicago, Illinois 60614.

2. That I am the contract purchaser of the property commonly known as Unit 102 and garage space parking Unit 11 pursuant to the terms of a Purchaser Agreement, a copy of which is attached hereto and incorporated herein for the purchase of the property legally described as:

Unit 102 and garage space 11, as delineated on plat f survey of the following described parcel of real estate:

Lots 23 and 24 (except the West 3.5 feet of the North 25 feet of lot 24) in block 8 in James Morgan's subdivision of the East 1/2 of the Southwest 1/4 of block 10 in Sheffield's addition (To be known as sub-block 8 of 10 of Sheffield's addition), in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PIN 14-32-224-032

3. That I am ready willing and able to consummate said purchase agreement and that I am waiting for seller's performance under said agreement.

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*5150
2/11/95*

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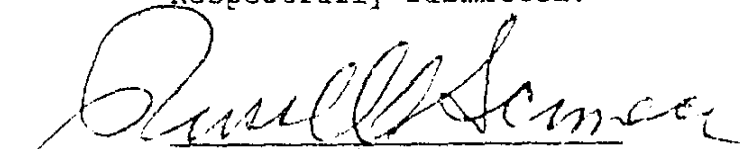
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4. That, to date, sellers have failed to complete the construction of the unit and are not in a position to perform under the terms of the contract.

5. That I make this affidavit for the purposes of preserving my rights to purchase said condominium units.

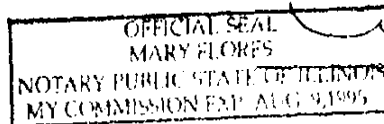
Respectfully submitted:


Russell Scimeca

State of Illinois, County of _____ ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUSSELL SCIMECA is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

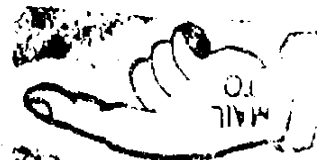
Given under my hand and official seal, this 6th day of April, 1995.

Commission expires 8-9, 19 95



This instrument prepared by: Donald R. Rauschert
1025 W. Webster
Chicago, IL 60614

MAIL TO: Donald R. Rauschert
1025 W. Webster
Chicago, IL 60614



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THE VICTORIAN GENTLEMEN I
PURCHASE AGREEMENT ("AGREEMENT")

NAME OF PURCHASER(S): Russell Scimeca
HOME ADDRESS: 2011 N. Kenmore, Chicago, IL PHONE: 281-4344
OFFICE ADDRESS: _____ PHONE: _____

NAME OF SELLER: Age of Aquarius L.P., an Illinois Limited Partnership, sole beneficiary of Lakeside Bank Trust Agreement dated September 23, 1993, and known as Trust Number 10-1596.

1. **Purchase of Unit Ownership.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, Residential Condominium Unit No. 102*, Residential Condominium Unit No. _____, Garage Condominium Unit No. *P 11, and Garage Condominium Unit No. _____, (hereinafter referred to as the "Purchased Unit(s)"), such percentage of undivided interest as tenant in common in the Common Elements as defined in the Declaration (as hereinafter defined) of the Victorian Gentlemen I Condominium (the "Condominium"), Chicago, Illinois, commonly known as 1122-24 W. Armitage, Chicago, Illinois, situated on the real estate legally described in Exhibit A attached hereto (hereinafter called "Property"), and the personal property listed in Exhibit B. The Purchased Units and their corresponding percentage interest in the Common Elements are collectively referred to herein as the "Unit Ownership." This contract with its discounted price is contingent on Purchaser closing 1117 W. Armitage on or before 10/15/94. If 1117 Armitage is not closed by 12/15/94

2. **Purchase Price:** then this contract shall become null and void.

(a) Purchase price shall be paid by certified or cashier's check and is comprised of:

(i)	Residential Condominium Unit No. <u>102*</u> :	\$ <u>191,679.33</u>
(ii)	Residential Condominium Unit No. _____ :	\$ _____
(iii)	Unit Combination Cost (per Rider):	\$ _____
(iv)	Extras (per Rider):	\$ _____
(v)	Garage Condominium Unit No. <u>P 11*</u> :	\$ <u>.00</u>
(vi)	Garage Condominium Unit No. _____ :	\$ _____

Total Purchase Price: \$ 191,679.33

(b) Earnest money: \$ 10,000.00 by note due no later than 1/31/95 or no later than closing, if completed payable upon signing of this Agreement to be increased by an additional \$ _____ within five (5) business days after Seller's acceptance of this Agreement and shall be deposited by Seller into an interest bearing account with Investors, Inc. ("Investors"), to be held by Bill Dec R/E.

3. **Construction and Inspection Report.** The Purchased Unit(s) shall be constructed substantially in accordance with (i) the floor plan attached as Exhibit C hereto ("Plans") and (ii) the outline specifications attached as Exhibit D hereto ("Specifications"); provided, however, that the boundaries of the Purchased Unit(s) shall be depicted in the plat of survey (the "Plat") attached to the Declaration. Seller may substitute materials, appliances, equipment or other items of an equal or better quality, in Seller's reasonable judgment, for any materials, appliances, equipment or other items provided for in the Plans and Specifications, but Seller may not increase the Purchase Price due to such Seller's substitutions. In order to control the overall design and appearance of the Condominium, Seller reserves the right to select the exterior colors and finishing materials for all of the Common Elements. Prior to closing, Purchaser shall make an inspection of the Purchased Unit(s) with Seller or its representative and shall execute Seller's form of inspection report ("Inspection Report") listing all items of work which the parties mutually agree are incomplete or subject to correction ("Punch List Items"). If Purchaser does not appear for such inspection on the date which Seller shall designate by not less than seven (7) days prior written notice to Purchaser, or on such earlier date as Purchaser and Seller may agree, then Seller or its representative may, but shall not be obligated to, prepare the Inspection Report on behalf of Seller and Purchaser and said Inspection Report shall be binding on Purchaser. Seller shall complete or correct the Punch List Items prior to or within a reasonable time after Closing (as defined herein), subject to the availability of labor or materials and other circumstances beyond the reasonable control of Seller. Purchaser will grant Seller and its agents access to the Purchased Unit(s) at reasonable times after closing to correct Punch List Items. Purchaser will procure and provide seller with Turn 6 no. forward mortgage commitment within 30 days after contract is accepted.

4. **Mortgage Contingency.** This Agreement is contingent upon the ability of Purchaser to secure, within thirty (30) days from the date of Seller's acceptance of this Agreement (said time period shall be referred to as the "Mortgage Contingency Period"), a mortgage commitment (the "Commitment") for 75% percent of the Purchase Price with interest rate not to exceed Mkt. rate % per annum to be amortized over thirty (30) years with points or service charges not to exceed 1 1/2%. Purchaser shall make application for the Commitment within three (3) business days from the date Purchaser receives Seller's acceptance of this Agreement and Purchaser shall immediately thereafter notify Seller of the name and address of such lender. If Purchaser is unable to obtain the Commitment, Purchaser shall notify Seller in writing within the Mortgage Contingency Period. If Seller is not so notified within the Mortgage Contingency Period, it shall be conclusively presumed that Purchaser has secured the Commitment or will purchase the Unit Ownership without mortgage financing. If Seller is so notified within the Mortgage Contingency Period, Seller may, at Seller's option, within forty-five (45) days after notice, secure a mortgage commitment on behalf of Purchaser, on terms no less favorable than those offered to comparable borrowers and Purchaser shall timely cooperate with Seller and/or any such mortgagee. If Purchaser provides timely notice that Purchaser has been unable to secure the Commitment and Seller is unwilling or unable to secure a commitment, this Agreement shall become null and void and the earnest money shall be returned to Purchaser. Purchaser will provide seller with a financial statement with offer.

5. **Title and Possession.** Seller agrees to cause title to the Unit Ownership to be conveyed to Purchaser at Closing by a Trustee's Deed, subject to: current general real estate taxes; covenants, restrictions and easements of record; building lines; encroachments; applicable zoning and building laws or ordinances; acts done or suffered by Purchaser; Condominium Property Act of Illinois; the Declaration, and all amendments thereto; liens and other matters over which the title insurer provided for herein commits to insure or endorse over; and existing leases, licenses and agreements affecting the Common Elements. At Closing, Seller shall provide Purchaser with an owner's form "B" policy of title insurance (the "Owner's Policy") from the Chicago Title and Trust Company or such other reputable title company ("Title Company") which Seller has the right to substitute Unit 101 and change the garage unit prior to closing.

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Seller shall designate in its sole discretion, in the amount of the Purchase Price, showing title in Purchaser subject only to the foregoing and the standard title exceptions (collectively referred to as the "Permitted Exceptions"). The Owner's Policy or a commitment for the same shall constitute conclusive evidence that good and merchantable title is being conveyed to Purchaser. If the Owner's Policy or commitment for same reveals any exception(s) other than the Permitted Exceptions (which other exception(s) hereinafter shall be referred to as "Unpermitted Exception(s)"), Seller shall have one hundred twenty (120) days from date of delivery of same to remove said Unpermitted Exception(s) or to cause the Title Company to insure or endorse over same, and the Closing Date shall be adjusted as necessary to so entitle Seller. If Seller fails to remove said Unpermitted Exceptions or to cause the Title Company to insure or endorse over same, then Purchaser shall be entitled to elect (a) to cancel this Agreement, entitling Purchaser to a full refund of the Earnest Money and any interest thereon; or (b) to consummate the transaction pursuant to this Agreement and take title subject to such Unpermitted Exception(s). Possession shall be delivered at Closing.

6. **Closing and Costs.** This sale shall be consummated (the "Closing") pursuant to an escrow agreement consistent with this Agreement, naming the Title Company as escrowee, on the date (the "Closing Date") which is ten (10) business days after the earlier of either the expiration of the Mortgage Contingency Period or the date upon which the Unit Ownership is substantially completed. At Closing, Seller shall cause the Association (as defined in the Declaration) to furnish Purchaser a certificate of insurance for the Condominium naming Purchaser and Purchaser's mortgagee, as their interests may appear. Seller shall pay the cost of the Owner's Policy, shall pay any costs for recording documents necessary to remove or to cause the Title Company to insure or endorse over any Unpermitted Exceptions and the cost of all state and county real estate transfer taxes. Purchaser shall pay for recording of the deed and any other documents required by Purchaser, and shall pay the City of Chicago transfer tax. Purchaser and Seller each shall pay one-half (1/2) of the fee for the deed and money escrow to close this sale. Purchaser shall pay any and all costs for any lender's escrow. Purchaser shall execute all documents reasonable or necessary for the Closing.

7. **Closing Prorations.** Real estate taxes, monthly condominium maintenance assessments, rents, lease security deposits and any other customary items shall be prorated as of the Closing Date. All prorations shall be final.

8. **Condominium Documents, Assessments, and Purchaser's Contribution to Working Capital.** Prior to the Closing, Seller shall cause to be recorded in the office of the Recorder of Deeds of Cook County, Illinois, a Declaration of Condominium Ownership (the "Declaration") for the Condominium. Purchaser acknowledges receipt, prior to execution of this Agreement, of the unrecorded Declaration. Seller reserves the right pursuant to the Declaration to make any changes therein, including, but without limitation, adding additional Units or redesignating any areas as Common Elements, Limited Common Elements or Units (as defined in the Declaration), notwithstanding any prior contrary designation; provided, however, that Purchaser shall be notified of any material changes as required by the Condominium Property Act of Illinois and the Municipal Code of Chicago. Purchaser agrees to assume as of the Closing the obligations appurtenant to the Unit Ownership pursuant to the Declaration. At Closing Purchaser agrees to deposit with the Association, an amount equal to two (2) months' assessments (based on the Association's then current budget) which shall be used for operation and management of the Condominium.

9. **Sales Promotion.** For the purpose of completing the sales promotion of the Units, Seller, its agents, successors and assigns shall retain the right of ingress and egress to the Condominium and the Property, and are hereby given full right and authority to maintain signs, transient parking, sales offices and model units at the Condominium and the Property until the sale of the last Unit.

10. **Remedies.** If Purchaser defaults under any of the terms of this Agreement, the earnest money shall be forfeited to Seller as liquidated damages and shall be paid to or retained by Seller in addition to any other available remedy at law or in equity. If Seller defaults under any of the terms of this Agreement, this Agreement shall become null and void and the Earnest Money and any interest earned thereon shall be returned forthwith to Purchaser as Purchaser's sole remedy at law or in equity. If Seller willfully refuses to convey title to Purchaser and Purchaser has received the Commitment and is not then in default of any obligation hereof, then, in addition to a refund of the Earnest Money and any interest thereon, Purchaser also shall be entitled to liquidated damages in an amount equal to twelve (12%) percent per annum of the Earnest Money as its sole remedy at law and in equity. Neither party hereto shall be required to tender performance after the other party defaults.

11. **RESPA.** 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.

12. **Brokers.** Purchaser represents and warrants that Purchaser has not dealt with any broker other than Investors and Bill Dye R/E, in connection with this transaction, and agrees to indemnify, defend and hold Seller harmless from any claim or demand asserted against Seller or its agents by any broker or finder (other than Investors) claiming to have been retained in connection with this transaction. Commission due Bill Dye R/E shall be \$3,733.33

13. **Time for Acceptance.** This Agreement when executed by Purchaser and delivered to Seller shall constitute an irrevocable offer to purchase the Unit Ownership for a period of twenty-one (21) days from the date of Purchaser's execution. If Seller executes and returns this Agreement within said twenty-one (21) day period, Purchaser's offer shall be accepted. If Purchaser's offer is not accepted within said twenty-one (21) day period, Purchaser's offer shall remain valid until Seller receives written notice of Purchaser's termination of this offer.

14. **Destruction and Condemnation.** If, prior to Closing, the Unit Ownership is destroyed or materially damaged by fire or other casualty, Seller shall have the right to elect either (a) to terminate this Agreement, in which case, the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or remedies at law or in equity; or (b) to repair or replace the Unit Ownership, using reasonable efforts, in which case, the Closing Date shall be extended as necessary to allow such repair or replacement. If all of any part of the Unit Ownership is condemned prior to Closing, Seller may terminate this Agreement by so notifying Purchaser and returning the Earnest Money plus any interest thereon, and Seller shall be entitled to retain the award without further liability to Purchaser.

15. **Notices.** All notices and demands shall be in writing and shall be properly served when received if delivered by hand, messenger service or facsimile transmission with proof of receipt to the party to whose attention it is directed, or, on the third (3rd) day after deposit in the United States Mail if sent by first class mail, postage prepaid, return receipt requested, addressed to Seller, c/o Investor's Real Estate, Inc., 900 W. Armitage, Chicago, Illinois 60614 with copy to Peter D. Finocchiaro, Esq., Rivkin, Radler & Kremer, 30 N. LaSalle Street, Suite 4300, Chicago, Illinois 60602, or to Purchaser at the address set forth herein.

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16. **Miscellaneous.** Time is of the essence of this Agreement. The singular denotes the plural and the masculine denotes the feminine wherever appropriate. Purchaser shall not assign or transfer this Agreement or any of Purchaser's rights or interests hereunder without the prior written consent of the Seller, which may be refused in Seller's sole discretion. Any terms not defined herein shall have the meanings ascribed in the Declaration. The terms and provisions of this Agreement shall survive the Closing. The invalidity, illegality or unenforceability of any term or provision hereof shall not affect or diminish the continuing validity, legality and enforceability of the remainder hereof. This Agreement, including all exhibits and riders constitute the entire agreement between the parties. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, OR PROMISES, WHETHER ORAL, IMPLIED OR OTHERWISE, CAN BE MADE OR HAVE BEEN MADE BY SELLER, ITS AGENTS OR BROKERS, UNLESS IN WRITING, SIGNED BY THE PARTIES. PURCHASER SHALL NOT RECORD THIS AGREEMENT OR ANY MEMORANDUM THEREOF.

17. **Disclosures.** PURCHASER ACKNOWLEDGES RECEIPT FROM SELLER IN ACCORDANCE WITH THE ILLINOIS CONDOMINIUM PROPERTY ACT AND THE MUNICIPAL CODE OF CHICAGO, THE FOLLOWING: (A) DECLARATION AND ANY AMENDMENTS THERETO; (B) BY-LAWS OF CONDOMINIUM ASSOCIATION; (C) THE ASSOCIATION'S FIRST YEAR ESTIMATED OPERATING BUDGET; (D) FLOOR PLAN OF SUBJECT UNIT(S); (E) PROPERTY REPORT AND (F) CUSTOMER SERVICE INFORMATION BOOKLET. PURCHASER FURTHER ACKNOWLEDGES THAT SELLER HAS DISCLOSED THAT ONE OF ITS PARTNERS IS A LICENSED REAL ESTATE BROKER ACTING AS BOTH A PRINCIPAL (OWNER) AND AGENT.

18. **Limited Warranty and Disclaimers.** At Closing, Seller shall deliver to Purchaser, and Purchaser shall acknowledge receipt of, a Certificate of Warranty with respect to the Purchased Unit(s) in the form attached hereto as Exhibit E. Seller also shall deliver to the Association a Certificate of Warranty with respect to the Common Elements, in the form attached hereto as Exhibit F. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PURCHASED UNIT(S), THE LIMITED COMMON ELEMENTS, THE COMMON ELEMENTS AND THE PERSONAL PROPERTY. BY EXECUTION OF THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CERTIFICATES OF WARRANTY ATTACHED HERETO AND THAT THERE ARE NO WARRANTIES OF ANY KIND MADE HEREIN WITH RESPECT TO DEFECTS IN CONSTRUCTION OF THE PURCHASED UNIT(S), THE LIMITED COMMON ELEMENTS, THE COMMON ELEMENTS AND/OR THE PERSONAL PROPERTY EXCEPT FOR WARRANTIES MADE IN SAID CERTIFICATES OF WARRANTY.

IN WITNESS HEREOF, the parties have directed their authorized agents to execute this Agreement as of the dates set forth below.

PURCHASER:

Signature

Name

Address

Signature

Name

Address

Dated this 28 day of Sept, 1994

SELLER:

AGE OF AQUARIUS L.P., an Illinois Limited Partnership, sole beneficiary of Lakeside Bank Trust Agreement dated September 23, 1993, and known as Trust Number 10-1596,

By: Drew Development, Inc., its General Partner

By: [Signature] Authorized Agent

Dated this 28 day of Sept, 1994

- 19. As an inducement for the deduction in sales price on the unit, purchaser and seller agree to the following:
 - A. Purchaser will immediately list his property for sale located at 2011 N. Kenmore with Bill Dec. H/E.
 - B. Give a key to Bill Dec for unlimited access and showing
 - C. Allow the seller to paint if necessary 2011 N. Kenmore. Purchaser to pay for paint. Seller to pay for labor.
 - D. Purchaser and seller agree that if there are any proceeds over \$178,987.50 after commission and prior to deductions for prorations, those proceeds will be paid to this seller at the closing of 2011 N. Kenmore. Seller-Age of Aquarius.

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It is agreed by and between the parties hereto as follows: That the earnest money held with regard to the above captioned contract shall bear interest for the party listed on the Form W-9 below.

Form W-9, Payee's Request for Taxpayer Identification Number

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Form W-9

(Rev. December 1988)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give this form to the requester. Do NOT send to IRS.

Please print or type:	Name (If your name, last first and last, is the name of the person or entity whose number you enter in Part I below. See instructions under "Name" if your name has changed.)	
	Address (number and street)	Not account number(s) here (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How To Obtain a TIN, below.

Social security number								

OR

Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Instructions)

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest payments, acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification instructions.—You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (Also see Signing the Certification under Specific Instructions, on page 4.)

Please Sign Here	Signature	Date
	<i>Chusell Somers</i>	9-28-99

Chusell Somers
(Purchaser)

[Signature]
(Seller)

(Purchaser)

(Seller)

1790 North Side Real Estate Board

COOK COUNTY Clerk's Office



NOTICE TO PROSPECTIVE PURCHASERS UNOFFICIAL COPY

Thank you for giving us the opportunity to work with you in satisfying your real estate needs. You should be aware that, as members of the Chicago Association of Realtors®/MLS, and as fellow members of this community, we endeavor at all times to provide our customers with fair and honest service.

As a part of providing this service, we believe you should know that:

**EITHER AS A LISTING BROKER OR AS A COOPERATING BROKER,
WE ARE THE AGENTS OR SUB-AGENTS OF THE SELLER OF ALL
PROPERTIES THAT WE WILL SHOW YOU
AS AN AGENT OR SUB-AGENT OF THE SELLER, WE OWE THE
FIDUCIARY DUTIES OF LOYALTY AND FAITHFULNESS TO THE SELLER.**

As a part of our service to you, we can and will:

- Trust you fairly and honestly.
- Show you available properties meeting the criteria established by you.
- Disclose all material facts of which we are aware, about the properties you are considering.
- Provide you with information about the financing of your transaction.

If you have any questions about our role as a real estate agent, please feel free to ask. We look forward to having the opportunity to work with you, and to provide you with our services.

The undersigned acknowledges receiving and reading the above notice.

Bill Wee Red Estate (Print Name) Thurill Semier (Signature of Prospective Purchaser)

W & S Den (Agent) _____ (Print Name)

_____ (Signature)

Sept 28 1994 (Date) _____ (Print Name)

NOTICE PROVIDED HEREIN IS REQUIRED BY STATE LICENSING LAW. THIS FORM OF NOTICE HAS BEEN APPROVED BY STATE OF ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION.



95982774

EXHIBIT A

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LEGAL DESCRIPTION OF THE PROPERTY

LOTS 23 AND 24 (EXCEPT THE WEST 3.5 FEET OF THE NORTH 25 FEET OF LOT 24) IN BLOCK 8 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1.2 OF THE SOUTHEAST 1.4 OF BLOCK 10 IN SHEFFIELD'S ADDITION (TO BE KNOWN AS SUB-BLOCK 8 OF 10 OF SHEFFIELD'S ADDITION), IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

NOTE: LEGAL DESCRIPTION OF UNIT, COMMON AREA, AND LIMITED COMMON ELEMENTS WILL ONLY BE AVAILABLE UPON UPDATED SURVEY WHEN CONSTRUCTION IS COMPLETED.

EXHIBIT B

PERSONAL PROPERTY

Includes items and specifications (Exhibit D)

Plus or Minus:

EXHIBIT C

PLANS

Property of Cook County Clerk's Office

SPECIFICATIONS

STANDARD SPECIFICATION FEATURES FOR "THE VICTORIAN GENTLEMAN"
(12/12/93)

GENERAL:

- Fully landscaped lot with foundation plantings.
- 36" wood burning fireplace with Carrera marble surround per plan Heatlator E-36 woodburning.
- One or two car parking available in heated garage.
- 100 amp electrical service with circuit breakers in unit.
- Complete new sewer, storm drain and 2" copper water line from main to building.
- 5/8" gypsum board walls and ceilings.
- Structural concrete subfloor.
- Minimum 9' ceilings.
- Face brick, limestone exterior with 8" masonry block demising walls between units.
- R-13 wall insulation with integrated vapor barrier.
- R-30 flat ceiling insulation.
- Architectural series roof shingles on all sloped roofs.
- Poured concrete rear decks.
- This building is a fireproof steel and concrete structure.

HEATING & COOLING:

- High-efficiency Carrier Gas Furnace: 58-AP050-GC, or equal
- A/C" 38CK024 2 ton 10 S.E.E.R. compressor.
- General #800 humidifier.
- Honeywell heat/cool thermostat.

PLUMBING:

- 50 gallon Rheem or equivalent. 21V50 gas fired hot water heater.
- Washer and dryer hook-up.

POWDER ROOM: (unit 01 only)

- Kohler Chablis pedestal sink, White-K-2081.
- Moen Chateau high arch split handle faucet #4934 with 8" spread in Chrome.
- Kohler Wellworth toilet White-K-3420-EB with 1.5 gallon flush with elongated bowl.

BATH #1:

- Kohler Farmington cast iron enameled sink, White-K-2905.
- Moen Chateau high arch split handle faucet #4934 with 8" spread in Chrome #4934.
- Kohler Wellworth Toilet, White-K-3420-EB with 1.5 gallon flush.
- Kohler Villager enameled cast iron 5' tub, White-K-715/716.
- Moen Positemp #2356 Chrome tub/shower valve.

MASTER BATH:

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- Kohler Farmington cast iron enameled sinks, White K-2905
- Two Moen Chateau #4934 Chrome faucets.
- Kohler Wellworth toilet, White-K-3420-EB with 1.5 gallon flush.
- 6' soaking tub--White or Kohler 3'x6' Cocoon #1217
- Moen #2607 Chateau bathtub faucet, Chrome.
- Moen Positemp #2356 Chrome shower faucet.
- Kohler Whirlpool tub 3' x 6' K1216 "cacoan" white.

KITCHEN:

- Dayton D23322 4 hole stainless steel twin bowl sink.
- Moen #7841 Chrome sink faucet

APPLIANCES: General Electric or Whirlpool appliances to include the following:

	<u>WHIRLPOOL</u>	<u>GENERAL ELECTRIC</u>
COOK TOP 30" GAS	SC8430EX	JGP320ER
OVEN / MICROWAVE ELECTRIC	RM778PXX3	JKP64GP
REFRIGERATOR 18 C.F.	ET18PD-ECKMF90	5BX18Q
RANGE HOOD	RH2790XX	JV334J
DISHWASHER	DU8400XX	GSD1120
WASHER *	LLR6233A	WWA832ON
DRYER *	LGR5434	DDG828ON
* (stacked in lieu of side by side where applicable):	LT5100XV	WSM2400L
DISPOSAL	E-10	GFC300

Seller will supply either the above referenced Whirlpool or General Electric stand appliances at Seller's election.

CABINENTRY:

- Canac Regal frameless cabinetry for all kitchen cabinets and Master bath and half bath vanities.
- Straight-edge laminate countertops in Kitchen and 1st baths. Marble countertops in master bath.

FLOORING:

- Glazed 8" x 8" DAL ceramic tile on kitchen floor. (DAL-TILE - ELRS 1500 series). And 50 sq. ft. Marble or Granite in foyer.
- 4-1/4 x 4-1/4 Matte tile on bathroom floors.
- 4-1/4 x 4-1/4 Glazed tile on all bathroom tub and shower walls.
- 3/4" tongue and groove Red Oak wood flooring in dining rooms in inlay of dark Walnut at the edges.
- VCT flooring in laundry and mechanical rooms.

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CARPET:

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- The standard includes 2 types

1st type: saxony cut pile, manufacturer Evans and Black, style exultant plus (01665), colors range 40 colors.

2nd type: textured cut pile, manufacturer Quenn Carpets, style fabulous sixty-108, color range 60 color.

Both carpets are either Scotchguard or Wear Dated with advanced stain protection, resists soiling, reduces static, and have a 10 year wear limited warrantee from the manufactures. Living rooms, halls, gallery, all bedrooms, den, closets, staircase.

MILLWORK:

- All window and door trim 2-1/2", paint-grade, or stained oak.
- All base molding 3-1/4", paint-grade, pine or stained oak.
- All interior doors to be solid core six panel colonist, or flush oak veneer.

HARDWARE:

- Brass hinges and Schlage "F" series or Baldwin knobs
- All closets fitted with single + double row vinyl coated wire shelving.

WINDOWS:

- All wood interior windows with insulated glass no maintenance vinyl coated exterior.
- Screens on all operational windows and sliding glass doors.

LIGHT FIXTURES:

- Recessed incandescent cans per plan.
- Exterior brass lighting by entry door and garage entrance per plan.
- Junction box in dining room. \$200 fixture allowance.

MIRRORS and SHOWER DOORS:

- Plate glass mirrors 36" from top of vanity and theatrical lighting over mirror in all baths.
- Glass shower door in Master bath.

PAINTING:

- Prime and paint all ceilings and walls same color per builder's specifications.
- Prime and paint all exterior doors and windows

MISCELLANEOUS:

- Garage door opener for garage door.

SECURITY / INTERCOM:

- Intercom with video monitor.

Seller reserves the right to substitute or change materials or brand names to those of similar color or similar or better quality or utility and to make such changes in construction as may be required by material shortages, strikes, stoppages, labor difficulties, or such emergency situation as my, in Seller's judgement, require the same.

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EXHIBIT E

CERTIFICATE OF WARRANTY (Purchased Unit)

(To Be Completed at Closing)

Age of Aquarius, L.P., an Illinois Limited Partnership, ("Warrantor") warrants the Purchased Unit(s) (Unit(s) _____) in The Victorian Gentlemen I Condominium against defects in the Purchased Unit arising out of faulty workmanship or material for a period ("Warranty Period") of one (1) year from _____ 19__ the ("Closing Date"), or such shorter period hereinafter specified, subject to the terms and conditions set forth herein. Warrantor's obligation under this Certificate of Warranty shall be limited to repair or replacement, at its option, of the faulty workmanship or material, according to the Coverage Schedule for Unit Warranty (enclosed in the Customer Service Information Booklet).

The terms used in this Certificate of Warranty, which are defined in the Purchase Agreement dated _____ 19__, between Age of Aquarius, L.P., an Illinois Limited Partnership, sole beneficiary of Lakeside Bank Trust Agreement dated September 23, 1993, known as Trust Agreement Number 10-1596, and _____ ("Purchaser") ("Purchase Agreement") shall have the same meaning herein as in the Purchase Agreement.

THIS CERTIFICATE OF WARRANTY IS DELIVERED PURSUANT TO PARAGRAPH 18 OF THE PURCHASE AGREEMENT IN LIEU OF ALL OTHER WARRANTIES OF SELLER OR WARRANTOR, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE PURCHASER AND CANNOT BE ASSIGNED.

AS TO ANY PERSONAL PROPERTY, FAN COOLING UNIT(S), MOTORIZED DAMPERS, AND HVAC CONTROLS AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL STATE OR LOCAL LAWS, OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE CONTAINED IN THE PURCHASED UNIT(S), SELLER AND WARRANTOR NEITHER MAKE NOR ADOPT ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDE EXPRESS OR IMPLIED WARRANTIES OR ANY NATURE, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Certificate of Warranty is subject to the following terms, conditions and exclusions, all of which are an integral part hereof

1. **Warranty Exclusions.** The following exclusions and limitations apply to Warrantor's warranty obligations:

(a) Nail or screw pops or cracks in the walls and ceilings are not covered by this Certificate of Warranty, since such conditions do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying out of building materials, or of normal settlement of the building, wind loads and other normal movement of the building components. If abnormal conditions (as determined by Warrantor) exist with respect to these items, Warrantor will correct such conditions but only once, within a reasonable time. Warrantor will not be liable for repainting, wallpapering, or refinishing any repaired areas.

(b) This Certificate of Warranty does not cover ordinary wear and tear, or damage due to misuse or neglect, negligence or failure to provide proper maintenance. This Certificate of Warranty does not cover items which have been modified or repaired by Purchaser or any items which are installed or constructed pursuant to a separate contract or agreement between the Purchaser and any party other than Seller or Warrantor.

(c) This Certificate of Warranty does not cover the Common Elements or any defects in the Common Elements, except for leaks or water infiltration at perimeter walls or window walls which are Limited Common Elements (as defined in the Declaration) forming the boundary of the Purchased Unit(s).

(d) The terms and conditions set forth in the Coverage Schedule and Unit Warranty (enclosed in the Customer Service Information Booklet).

(e) This Certificate of Warranty specifically excludes any incidental and consequential damages caused by any defect or breach of warranty.

2. **Manufacturers' Warranties.** Certain personal property and equipment within the Purchased Unit(s) are supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Warrantor is not a warrantor under, and does not adopt, such manufacturers' warranties. In the event of defects in such products, Purchaser should contact the manufacturer directly. Warrantor is not responsible for the performance of any manufacturer under its warranty.

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3. **Other Items.** No actions taken by Warrantor to correct defects shall extend this Certificate of Warranty beyond the Warranty Period. No representative of Warrantor has the authority to expand the scope of or extend duration of this Certificate of Warranty or to make agreements with respect hereto. Warrantor shall not be obligated to remedy any defects where otherwise required pursuant to this Certificate of Warranty unless and until Purchaser notifies Warrantor in writing of the defect and then only if such notification is made prior to the expiration of the Warranty Period. This Certificate of Warranty shall be null and void as to any particular defect if Purchaser performs repairs to the Purchased Unit in respect to such defect without receiving the prior written consent of Warrantor. This Certificate of Warranty is not assignable and any attempted assignment shall render it null and void.

4. **Notices.** Any notices hereunder shall be personally delivered or sent by certificate registered mail, return receipt requested, addressed to:

If to Warrantor, to

Age of Aquarius, L.P.
c/o Investors, Inc.
900 West Armitage
Chicago, Illinois 60614

If to Purchaser, to the address of the Purchased Unit(s).

Any notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail. Notice of changes of address for receipt of notices shall be sent in the manner set forth in this paragraph.

5. **Architect Decision.** In the event of any dispute arising hereunder as to the existence of any defect which dispute is not resolved by Warrantor and Purchaser, such dispute shall be submitted to and resolved by the architectural firm of Fitzgerald & Associates. Such decision of the architectural firm shall be final and binding the parties.

Dated this _____ day of _____, 19____

Age of Aquarius, L.P., an Illinois Limited Partnership

By Drew Development, Inc.,
General Partner

By: _____
its authorized agent

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EXHIBIT F

CERTIFICATE OF WARRANTY (Common Elements)

Age of Aquarius, L.P., an Illinois Limited Partnership ("Warrantor") warrants the Common Elements in The Victorian Gentlemen I Condominium against defects in the Common Elements arising out of faulty workmanship of material for a period ("Warranty Period") of one (1) year from _____, 19__ (the date certified by the architectural firm of Fitzgerald & Associates as the date on which the Common Elements were substantially completed in accordance with the plans and specifications) or such shorter period hereinafter specified, subject to the terms and conditions set forth herein. Warrantor's obligations under this Certificate of Warranty shall be limited to repair or replacement, at its option, of the faulty workmanship or material according to the Coverage Schedule for Common Element Warranty (enclosed in the Customer Service Information Booklet).

The terms used in this Certificate of Warranty which are defined in the Declaration ("Declaration") of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for The Victorian Gentlemen I Condominium ("Association") Dated _____, 19__ and recorded as Document No. _____ in the office of the Recorder of Deeds of Cook County, Illinois on _____, 19__, shall have the same meaning herein as the Declaration.

THIS CERTIFICATE OF WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF AGE OF AQUARIUS, L.P. ("SELLER") OR WARRANTOR, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF THE ASSOCIATION AND NOT TO ANY UNIT OWNER INDIVIDUALLY.

AS TO ANY PERSONAL PROPERTY, FAN COOLING UNIT(S), MOTORIZED DAMPERS, HVAC CONTROLS AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE A PART OF OR LOCATED IN THE COMMON ELEMENTS, SELLER AND WARRANTOR NEITHER MAKE NOR ADOPT ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDE EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING, BUT WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Certificate of Warranty is subject to the following terms, conditions and exclusions, all of which are an integral part hereof.

1. **Warranty Exclusions.** The following exclusions and limitations apply to Warrantor's warranty obligations:

(a) Nail or screw pops or cracks in the walls and ceilings are not covered by this Certificate of Warranty, since such conditions do not result from faulty workmanship or defective material but are the result of natural shrinkage and drying out of building materials, or of normal settlement of the building, wind loads or other normal movement of the building components. If abnormal conditions (as determined by Warrantor) exist with respect to these items, Warrantor will correct such conditions, but only once, within a reasonable time. Warrantor will not be liable for repainting, wallpapering, or refinishing any repaired areas.

(b) This Certificate of Warranty does not cover ordinary wear and tear, or damage due to misuse or neglect, negligence or failure to provide proper maintenance. This Certificate of Warranty does not cover items which have been modified or repaired by the Association or any Unit Owner or any items which are installed or constructed pursuant to a separate contract or agreement between the Association or any Unit Owner and any party other than the Seller or Warrantor.

(c) This Certificate of Warranty does not cover leaks or water infiltration at perimeter walls, or damage arising therefrom.

(d) This Certificate of Warranty does not cover any portions of the Common Elements with respect to which Warrantor has not received a subcontractor's warranty or the applicable subcontractor's warranty has expired, or any defects not covered by the applicable subcontractor's warranty.

(e) The terms and conditions set forth in the Coverage Schedule and Unit Warranty (enclosed in the Customer Service Information Booklet).

(f) This Certificate of Warranty specifically excludes any incidental or consequential damages caused by any defect or breach of warranty.

2. **Manufacturers' Warranties.** Personal property and equipment constituting part of the Common Elements may be supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Warrantor is not a warrantor under, and does not adopt, any such manufacturers' warranties. In the event of defects in such products, the Association should contact the manufacturer directly. Warrantor is not responsible for the performance of any manufacturer under such manufacturers' warranty.

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3. **Other Items.** No action taken by Warrantor to correct defects shall extend this Certificate of Warranty beyond the Warranty period. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Certificate of Warranty or to make agreements with respect hereto. Warrantor shall not be obligated to remedy and defects where otherwise required pursuant to this Certificate of Warranty unless and until the Association notifies Warrantor in writing of the defect and then only if such notification is made prior to the expiration of the Warranty Period. This Certificate of Warranty shall be null and void as to any particular defect if the Association or any Unit Owner performs repairs to the Common Elements in respect to such defect without receiving the prior written consent of Warrantor. This Certificate of Warranty is not assignable and any attempted assignment shall render it null and void.

4. **Association.** Warrantor's obligation's under this Certificate of Warranty may be enforced by the Association only and not by Unit Owners individually.

5. **Notices.** Any notices hereunder shall be personally delivered or sent by certified or registered mail, return receipt requested, address to:

If to Warrantor, to

Age of Aquarius, L.P.
c/o Investors, Inc.
900 West Armitage
Chicago, Illinois 60614

If to Association, to

1122 West Armitage
Chicago, Illinois 60614

Any notice delivered as aforesaid shall be deemed received when delivered and any notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail. Notice of changes of addresses for receipt of notices shall be sent in the manner set forth in this Paragraph 5.

6. **Architects's Decision.** In the event of any dispute arising hereunder as to the existence of any defect, which dispute is not resolved by Warrantor and Association, such dispute shall be submitted to and resolved by the architectural firm of Fitzgerald & Associates, whose decision shall be final and binding upon the parties.

Dated this day _____ of _____ 19____.

Age of Aquarius, L.P., an Illinois Limited
Partnership

By: Drew Development, Inc.,
General Partner

By: _____
its authorized agent

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EXTRAS AGREEMENT

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RIDER FOR
UNIT CONSTRUCTION PLAN

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