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DONE AT CUSTOMER'S REQUEST

"THE SELLER REPRESENTS THAT THIS DOCUMENT
IS A TRUE AND CORRECT COPY OF THE ORIGINAL."



REAL ESTATE CONTRACT

Northwest Suburban Association of REALTORS®



1 TO: FRANK BARTIOLTA DATE OF OFFER: 3-26-95

2 I, OFFER TO PURCHASE: DAVID ROSENFIELD
3 4324 ENFIELD SKOKIE IL 60076

4 offer to purchase the property commonly known as: 6201 N. CIGERO
5 CHICAGO COOK IL 60646

6 Either party may attach the legal description and/or permanent index number at a later date.

7
8 2. PERSONAL PROPERTY: The following is the personal property, if any, now located on the premises and for which a Bill of Sale is to be given at the closing: ventilating and central air conditioning equipment; heating, lighting and plumbing fixtures; cabinets; planted vegetation, screens, storm windows and doors as exist; drapery rods; curtain rods; attached TV antenna; garage door opener(s) and transmitter(s); and the following items of personal property:

9 RANGE, REFRIGERATOR, WASHER, DRYER, CEILING
10 FAN,

11 OR 117,500 125,000 145,000 111,000
12 PREPENTATION

13 3. TIME FOR ACCEPTANCE: This offer shall be null and void unless accepted by Seller no later than 4 days after date of Contract acceptance. The purchase price is \$ 75,000 72,500 70,000 70,000

14 4. PURCHASE PRICE: The purchase price is \$ 75,000 72,500 70,000 70,000

15 5. EARNEST MONEY: Purchaser will have paid total earnest money in the amount of \$ 5,000 The initial \$ 5,000
16 5,000 in the form of a promissory note to be redeemed within 4 days after date of Contract acceptance. The earnest money shall be held in a federally insured account at a financial institution designated by the escrowee.

17 If Purchaser requests earnest money to be placed in an interest bearing account, Rider 600 (which includes Internal Revenue Service Form W9) must be attached hereto.

18 6. PAYMENT OF THE PURCHASE PRICE: The payment including earnest money, subject to applicable prorations, shall be paid by cashier's or certified check, or mutually agreeable negotiable instrument.

19 7. MORTGAGE COMMITMENT: This Contract is subject to the condition that Purchaser be able to procure by 3 DAYS AFTER ACCEPTANCE
20 (except for matters of title or survey, or matters solely within the Purchaser's control) commitment for a ARM
21 type loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ 65,500 72,500 or such lesser sum as Purchaser accepts, with interest of not more than 9.5 % per year, with maximum interest never to exceed 12 %, plus mortgage insurance, if required, to be amortized over 30 years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed 3 % (including V.A. funding fees, if any).

22 Purchaser shall make written loan application within seven (7) business days after acceptance of this Contract. FAILURE TO DO SO SHALL CONSTITUTE A DEFAULT OF THIS CONTRACT. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified, then Purchaser may, within that time, notify the Seller in writing of (a) a request for an extension of time for mortgage commitment or (b) a declaration that the contract is null and void in which event all earnest money shall be returned to Purchaser. If Seller does not agree to the extension request, Purchaser, at his option, shall have two (2) business days to either remove the contingency and proceed to a cash transaction OR declare the contract null and void. IF SELLER IS NOT NOTIFIED OF "a" OR "b" ABOVE BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING. If Seller, at Seller's option within thirty (30) days following Purchaser's notice to cancel this contract, procures for Purchaser such commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, the Contract shall remain in full force and effect. In such event, Seller shall notify Purchaser within five (5) business days of Purchaser's notice of Seller's election to provide or obtain such financing, and Purchaser shall furnish to Seller all requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

23 8. SALE OF REAL ESTATE:
24 The contract is contingent upon the occurrence of the following with WRITTEN NOTICE of same, for the real estate located at:

25 (A) Execution of a contract for sale of the real estate on or before _____ and/or

26 (B) Closing of the sale of the real estate, on or before _____

27 If the contingencies have not been met or waived by the purchaser on or before the specified date and any mortgage contingency contained in the contract has not been waived by the Purchaser, the contract shall become null and void and all earnest money shall be returned to the Purchaser.

28 The parties agree that the Seller's property shall remain on the market during the term of each contingency period and any period being allowed for Attorney's Review of the contract.

29 In the event Seller accepts another bona fide offer to purchase the subject property during such period, Seller shall notify Purchaser of same. Purchaser shall then have _____ hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive the contingencies, then the contract shall become null and void and all earnest money shall be returned to the Seller.

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DAVID ROSENFELD
4324 ENFIELD
SKOKIE, IL 60076

CONTINGENCIES, PURCHASER SHALL ALSO WAIVE ANY MORTGAGE CONTINGENCY ON HIS OWN BEHALF AND SHALL AGREE TO CLOSE THIS TRANSACTION AS A CASH PURCHASE, WHETHER OR NOT PURCHASER HAS, IN FACT, OBTAINED ANY MORTGAGE FINANCING. *May 19, 1995*

9. TIME AND PLACE OF CLOSING: (a) Closing or escrow payout shall be on May 19, 1995 or such time as mutually agreed upon in writing, provided title has been shown good and marketable or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of no retained rights and payment of the balance of the purchase price (with appropriate credits for earnest money and other ascertainable items) and delivery of a purchase money mortgage, if applicable. (b) This sale shall be closed at the office of Purchaser's mortgage, at the title company escrow closing office situated geographically nearest the property, or as shall be agreed mutually by the parties hereto.

10. TITLE: Title, when conveyed, shall be good and merchantable, subject only to general real estate taxes not due and payable at the time of closing and restrictions of record so long as they do not interfere with Purchaser's use and enjoyment of the property.

11. PRORATIONS: (a) Real estate taxes based upon 110% of the most recent ascertainable real estate tax bill; rents, association dues, accrued interest on mortgage indebtedness for mortgages which are being assumed, and other proratable items shall be prorated to the date of the actual closing. If the current real estate taxes are based on the fact that the Seller qualified for any Exemption, Seller agrees that he has or shall have executed all documents prior to or at the closing necessary to preserve said exemption. The last full year tax bill shall be deemed to be the most recent ascertainable tax bill for purposes of proration. Seller is responsible for full payment of any special assessments currently outstanding against the property, except NONE.

(b) Seller represents that as of the date of acceptance hereof the association dues pertaining to the property are \$ 0. Seller shall provide at Purchaser's request, prior to closing, copies (if any) of all Association Declarations, By-Laws, Articles, and Rules and Regulations.

12. POSSESSION: (a) Possession shall be delivered not later than: (Strike inapplicable provision) (i) at closing; May 19, 1995; or (ii) 15 days after closing. For purposes of this Contract, possession shall be deemed to be delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the Listing Company.

(b) Seller agrees to pay at closing the sum of \$ 0 per day to the Purchaser as rent from May 19, 1995 including the day after closing to and including May 19, 1995 regardless of when possession is actually delivered.

(c) In the event that possession is not delivered at closing, Seller shall deposit in escrow with the Listing Company or other designated escrowee as agreed to by the parties, at closing any separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property shall be delivered to Purchaser on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to the Seller. If possession is not so delivered, the designated escrowee shall pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time, and shall pay the balance of the escrow fund, if any, to the Seller, in the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein. Seller shall continue to be liable to Purchaser for a sum of money equal to 1/15th of the deposit per day for each day possession is withheld from Purchaser, without prejudice to any other rights or remedies available to Purchaser.

13. BROKERAGE FEE: Broker's fee shall be paid by the Seller to the Listing Company in accordance with the listing agreement.

14. CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES: Seller will represent that as of the date and time of possession: (a) All systems equipment and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition, including but not limited to all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical or electrical property to be transferred to the Purchaser, except NONE and (b) to the best of his knowledge, there are no roof and foundation are free from leaks.

15. RIDERS AND GENERAL CONDITIONS: This contract is subject to the General Conditions on the back page hereof and the following NORTH WEST SUBURBAN ASSOCIATION OF REALTORS® AND NORTHWEST SUBURBAN BAR ASSOCIATION approved Rider numbers 600 attached hereto, which Riders and General Conditions are made a part of this Contract.

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

WE UNDERSTAND THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE SELLER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALLY BINDING CONTRACT AND ALL PARTIES AGREE TO PERFORM THE TERMS AND CONDITIONS THEREOF.

DATE OF CONTRACT ACCEPTANCE: MAY 1, 1995

Purchaser's Mailing Address: 4324 ENFIELD
SKOKIE, IL 60076
Signature: David Rosenfeld
Social Security Number: _____

Seller's Mailing Address: 7232 W CLARENCE AVE
CHICAGO, IL 60631
Signature: [Signature]
Social Security Number: 325-48-0712

(For Information Only)
Buyer's Agent / Broker Agent: John Lewandowski / McNickles
Company: Mid-America Phone: 792-0909
Fax: _____

Seller's Agent: ROBERT C. WOLF
Company: MID-AMERICA REALTY Phone: 312 792-0909
Fax: 792-3331

Purchaser's Attorney: _____ Phone: _____ Fax: _____
Seller's Attorney: _____ Phone: _____ Fax: _____

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GENERAL CONDITIONS

96 16. ATTORNEY REVIEW: The parties agree that their respective attorneys may review and make modifications, other than stated purchase price, mutually acceptable to the parties,
97 within four (4) business days after the acceptance date of the Contract. If the parties do not agree and written notice thereof is given to the other party within the time specified, then this
98 Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL
99 BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

100 The Parties agree that during the above stated period the Seller's property will not be shown to prospective Purchasers unless conditions stipulated in this contract specifically direct that
101 the property remain on the market. During the attorney review period and until the sale is closed, the parties acknowledge that additional offers may be presented to the Seller at the Seller's option.

102 17. HOME INSPECTION. Purchaser may secure, at his expense, a professional inspector to inspect and furnish report on said premises within four (4) business days after the acceptance of the
103 Contract. The home inspection shall cover, but not be limited to, the following major components of the real estate as exist: central heating system, central cooling system, interior plumbing system,
104 electrical system, roof and foundation. PONDON AND TERMITE TESTS ARE NOT CONSIDERED PART OF THE HOME INSPECTION. If any inspection reveals a deficiency which is unacceptable
105 to the Purchaser, the Purchaser shall give written notice within the time specified to the Seller of the deficiency. If within three (3) business days after notice of deficiency is given, it becomes evident
106 that agreement cannot be reached by the parties as to how the cost of correction shall be apportioned between the parties and written notice is given to either party within the time specified, then
107 the Contract shall become null and void and all escrow monies paid by the Purchaser shall be refunded upon written direction of all parties to escrowee.

108 Purchaser shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Purchaser, or any person performing such inspection
109 PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.

110 IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE
111 AND EFFECT.

112 18. WELL AND SEPTIC TEST: In the event the premises has a well or septic system, the Seller will provide the Purchaser, at the Seller's expense, within twenty-one (21) days after the
113 date of the Contract, a well water test and a septic system test acceptable to the appropriate governmental authority, indicating proper operating condition and a laboratory approved well
114 water test. If the Seller has promptly applied for said tests and has been unable to obtain acceptable test results within the time specified, Seller shall serve written notice of such failure and
115 inability to obtain the necessary tests to Purchaser and Seller shall have fifteen (15) days in which to arrange for compliance at the Seller's expense. In the event such compliance cannot
116 be completed in the time specified, then the Purchaser may declare the contract null and void, and the earnest money deposit shall be returned to the Purchaser upon written direction of
117 all parties to escrowee.

118 19. EVIDENCE OF TITLE: Seller shall, at his expense, deliver or cause to be delivered to Purchaser or Purchaser's attorney within custom any time limitations and sufficiently in advance
119 of closing evidence of title in Seller or Grantor by a title commitment for title insurance by a title company licensed to operate in the State of Illinois, bearing a date on or subsequent to the
120 date of the acceptance of this Contract, but issued not more than 45 days prior to the closing, in the amount of the purchase price, subject only to items listed the TITLE in paragraph on the
121 face of this contract and usual stock objections, together with payment directly or by credit for all reasonable Seller's charges, including but not limited to: search, insurance, recording
122 charges, and transfer stamps. Delay in delivery by Seller of a commitment for title insurance due to a delay by Purchaser's mortgagee in recording the mortgage and bringing down title shall
123 not cause a default of this Contract.

124 Every title insurance policy or commitment for title insurance furnished by Seller shall be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions
125 therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take the title with such
126 other defects (with the right to deduct from the purchase price items and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. At closing
127 Seller shall execute customary form of affidavit of title and sign customary ALTA forms and other forms as may be required by law or custom.

128 In the event the property is currently registered in Torrens, the parties agree that all costs attributable to the Torrens deregistration shall be paid by the seller.

129 20. SURVEY: Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to the date of closing provided herein and showing all
130 improvements presently located thereon, including buildings, fences, patios, sidewalks and driveways. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey,
131 same shall be obtained at Purchaser's expense.

132 In the event the survey discloses encroachments, violations of easements or other violations, this Contract, at the option of the Purchaser, shall become null and void, unless Seller can
133 obtain insurance over said matters.

134 21. FLOOD INSURANCE: If required by the Purchaser's lender, Purchaser shall purchase flood insurance if the property is located within a designated flood plain as determined by an
135 appropriate governmental agency.

136 22. CONDITION OF REAL ESTATE: (a) Seller shall remove from the premises by the date of possession all debris and personal property not conveyed by Bill of Sale to Purchaser and
137 shall leave the premises in broom-clean condition.

138 (b) Seller agrees to surrender possession of the real estate in the same condition as it was at the Date of Offer, ordinary wear and tear excepted.

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145 (c) except as provided in paragraph CONSTRUCTION OF SYSTEMS on the front of this contract, Seller shall not be responsible for any repair, restoration or replacement of anything on the premises which was damaged, defective or destroyed prior to the Date of Offer.

146 (d) Purchaser reserves the right to inspect the premises within seventy-two (72) hours prior to the closing to determine Seller's compliance with the foregoing, as a condition of closing.

147 23. CODE VIOLATIONS: Seller warrants that he has not received any notice from any city, village or other governmental authority of any dwelling code and/or zoning ordinance violations.

148 24. WARRANTIES AND REPRESENTATIONS: Any warranties and representations and other similar provisions requiring additional acts after the closing shall survive the closing and the conveyance of the deed and shall continue to be binding upon the parties.

149 25. PAYMENT OF REAL ESTATE TRANSFER TAX: Seller shall pay the amount of any stamp tax imposed by State of Illinois law and county tax on the transfer of title. Any transfer tax imposed by local ordinance shall be paid in accordance with said ordinance. Both parties agree to execute any declarations or any forms required in connection with said transfer taxes.

150 26. MORTGAGE PLACEMENT: Purchaser may record a mortgage on this property and apply the proceeds on the purchase.

151 27. PAYOUTS: Existing mortgage and other senior indebtedness may be paid at closing out of the sale proceeds, unless Purchaser takes title subject thereto.

152 28. REAL ESTATE PROPERTY TAX ESCROW: If the property has previously not been taxed or improved, the sum of three percent (3%) of the purchase price shall be deposited in escrow with the Purchaser's Lender, if required, or with Seller's attorney. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either party, and the Seller's share of such tax liability after reparation shall be paid to the Purchaser from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

153 29. ESCROW CLOSING: At the election of either party upon written notice to the other party, this sale shall be closed through an escrow office closest to the subject property of a title company or a banking institution licensed to operate in the State of Illinois, or at such other place as otherwise agreed, by deed and money escrow with such special provisions inserted in the escrow 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. The cost of the escrow shall be paid by the party requesting it unless otherwise agreed.

154 30. DEFAULT: In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this contract. In the event of litigation, then the prevailing party shall be entitled to collect reasonable attorney fees and costs from the losing party. In the event of a dispute between Seller and Purchaser as to whether a default has occurred, broker may, if acting as escrowee of earnest money, initiate an action in the nature of interpleader and deposit all disputed escrow funds with the Clerk of the Circuit Court. The parties agree that the escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands.

155 31. LOSS: If prior to closing, improvements on the property shall be destroyed or materially damaged by fire or other casualty, the Contract, at the option of the Purchaser, shall become null and void.

156 32. NOTICES: All notices required shall be in writing and shall be served by one party or his attorney to another party, or his attorney. Notice shall be given in the following manner:

157 (1) By personal delivery of such notice to the other party; or

158 (2) By mailing of such notice to the other party by regular mail and by either (a) certified mail, return receipt requested, or (b) mailgram with confirmation copy. In the event notice is served by certified mail or mailgram, the date of mailing of the notice shall be its effective date; or

159 (3) By sending facsimile transmission to the other party or his attorney, followed by mailing of original by regular mail. Notice shall be effective as of date and time of facsimile transmission.

160 33. FACSIMILE MACHINES. Seller and Purchaser agree as follows:

161 1) For purposes of negotiating and finalizing this Contract, any signed documentation including Contract, Riders and any subsequent amendments transmitted by facsimile machine shall be treated in all manner and respects as an ORIGINAL document and shall be considered to have the same binding legal effect as an ORIGINAL document.

162 2) The signature of any party shall be considered for these purposes as an ORIGINAL signature.

163 3) At the request of either party, any facsimile document shall be re-executed by both parties in an ORIGINAL form.

164 4) The parties hereby agree that neither shall raise the use of the facsimile machine or the fact that any signature or document was transmitted or communicated through the use of a facsimile machine as a defense to the formation of this Contract (including any subsequent amendments, riders to this Contract and any signed documents), and forever waive any such defense.

165 34. BUSINESS DAYS: Business Days are defined as Monday - Friday until 5:00 p.m., local time, excluding federal holidays.

166 35. TIME IS OF THE ESSENCE OF THIS CONTRACT.

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Legal Description:

Parcel 1:

That part of Lot 7 in Ogden and Jones Subdivision of Bronson's part of Caldwell's Reserve in Township 40 North, Range 13, East of the Third Principal Meridian bounded by a line described as follows:

Commencing at the point in intersection of Northerly line of North Hiawatha Avenue with the East line of North Cicero Avenue; thence North along the East line of North Cicero Avenue 35 feet; thence East measured at right angles to the East line of North Cicero Avenue 39.45 feet; thence Southerly 55.79 feet to a point in the Northerly line of North Hiawatha Avenue which is 38.06 feet South Easterly from the point of commencement as measured along said Northerly line; thence Northwesterly along said Northerly line to the point of beginning

Parcel 2:

That part of Lot 7 in Ogden and Jones subdivision of Bronson's part of Caldwell's Reserve in Township 40 North, Range 13 East of the Third Principal Meridian bounded by a line described as follows:

Commencing at a point on the Northerly line of North Hiawatha Avenue distant 157 feet East of the center line of North Cicero Avenue when measured at right angles to said center line; thence Northerly along the westerly line of Thomas A. Catino and Son's Sauganash Gardens, a Subdivision of Lots 7 and 12 in Ogden and Jones Subdivision aforesaid 64.36 feet for a point of beginning; thence Westerly and at right angles to the last described line 24.46 feet; thence Northerly and at right angles to the last described line to a point of intersection with a line which is drawn East at right angles from a point in the East line of North Cicero Avenue 35 feet North of the Northerly line of North Hiawatha Avenue, thence East and at right angles to the East line of North Cicero Avenue 24.25 feet to the West line of Thomas A. Catino and Sons' Sauganash Gardens 38.90 feet more or less to the point of beginning;

Parcel 3:

Easement for the benefit of Parcel 1 as set forth in Declaration made by LaSalle National Bank as trustee under the provisions of a trust agreement dated July 8, 1952 and known as Trust Number 14517 dated November 5, 1953 and recorded November 9, 1953 as document 15765459; and as created by Deed from LaSalle National Bank as trustee aforesaid to Joseph F. Rizzuto and Ione B. Rizzuto dated May 8, 1968 and recorded May 31, 1968 as document 20505626 for ingress and egress and public

utilities over, under and across the South 6 feet of the North 215 feet as measured along the East line of North Cicero Avenue (except that part thereof falling in Parcels 1 and 2) of that part of Lots 7 and 12 in Ogden and Jones Subdivision which lies East of the East line of North Cicero Avenue; West of Westerly line of Thomas A. Catino and Sons' Sauganash Gardens, a subdivision in Lots 7 and 12 of Ogden and Jones Subdivision; South of a line drawn East at right angles from a point in the East line of North Cicero Avenue which is 251 feet North of the point of intersection of the East line of North Cicero Avenue and the Northerly line of North Hiawatha Avenue and North of the Northerly line of North Hiawatha, all in Cook County, Illinois.

PERMANENT INDEX NUMBER: 13-03-109-034-0000

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