# CHICADO TITLE INBURANCE COMPANY - ILLINOIS FOR

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If ne tun commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or taken manners that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to be exceptions removed from the commitment of the survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller falls to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time. Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become [31] and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if an , and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

<b>(a)</b>	_110_	- <b>%</b> of	the	most	PECE N	A YORK	ni nabia	ta sea

(b) The most recent exceptains)	No we subseque	nt-readjustments thereof-pursuant to the terms of representen letter estached i	
herein by reference.			
(a) (Oshari			

( <del>-</del> )-,	<del>-</del>	

All prorations are final unless otherwise provided hereit. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration, signed by the Seller or the 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 the Seller or the Seller's agent or me 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Pircheier) (Seller). (Strike one.)

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

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

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days one to the time of closing, this sale shall be closed through an estrow with Chicago Title and Trust Company, in accordance with the general provisions of the u usl firm of Deed and Money Escrow Agreement then in use by Chicago Title and Trust 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 excrow, anything herein to the contrary notwithstanding, payment of foreign provisions and this contract and the earnest money shall be deposited in the escrow. The coar of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)

7. Time is of the essence of this contract.

8. 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 r. all, return receipt requested, shall be sufficient service.

#### 9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is an reliare exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Purchaser represents that the transaction is enable from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.

Alternative 3:

- Sith-respon to Service 1445 of the Internal Revenue Code, the parties agree as fallower

(Strike two of the three alternatives.)

10.(A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

11. SELLER REPRESENTS THAT A PHASE I ENVIRONMENTAL AUDIT HAS BEEN DONE WITHIN THE PAST 90 DAYS INDICATING NO ENVIRONMENTAL PROBLEMS OR HAZARDOUS CONDITIONS AND NOTHING HAS BEEN DONE SUBSEQUENTLY TO ADVERSLY AFFECT THAT REPORT.

12. SELLER REPRESENTS THAT THE SUBJECT PROPERTY IS ZONED C3-5.

13, PURCHASER'S ATTORNEY SHALL HAVE FIVE (5) BUSINESS DAYS AFTER EXECUTION TO APPROVE CONTRACT.

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#### CHICAGO THE PHOTOLOGIC COMPAND COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007592263 D2

#### THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 7 AND 8 IN BLOCK 28 IN ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/2 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office PREPARED BY AND RETURN TO: SALVI, SALVI, SWIFLER 335 Chancery Lane Lake Zurich, Illinois 60047

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