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LEGAL DESCRIPTION:

THE WEST 71.30 FEET OF LOT 9 IN BLOCK 6 IN SHERMAN'S ADDITION TO HOLSTAIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 14-31-130-052-0000

ADDRESS: 2057 N LEAVITT STREET

DEPT-01 RECORDING

027.50

T45555 TRAN 4393 05/24/96 15:30:00

1997 J.J. #96-397760

COOK COUNTY RECORDER

FLS/A

[Handwritten signature]



CHICAGO ASSOCIATION OF REALTORS®/MLS REAL ESTATE SALE CONTRACT — APARTMENTS/INVESTMENTS



96397760

TO: Peter & Robbie Trust, Trustee of owners of SELLER

DATE: 2/28/96

N.E. CORNER OF DICKENS ST
I/We offer to purchase the property known as 2057 N Leavitt

Chicago IL 60647
14-31-130-052-0000

24' x 71.30 ft. lot approximately _____ feet, together with improvements thereon, including the following, if any, now on premises for which a Bill of Sale is to be given: Heating, central cooling, ventilating, plumbing and electrical fixtures; screens and storms for windows and doors; shades, awnings, blinds, dropies, curtain and drapery rods; radiator covers; attached exterior TV antenna; attached mirrors, shelving, interior shutters, cabinets and bookcases; planted vegetation, washer/dryer; fireplace screens; dishwasher; disposal, _____ oven/range(s); _____ refrigerator(s); _____ window air conditioner(s); ceiling fans, garage door opener; and _____ but excluding _____

- Purchase Price \$ 65,000
- Initial earnest money \$ 3,000 in the form of check shall be held by Sellers attorney as escrow for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois. An original of this contract shall be held by Listing Broker.
- The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
 - Cash, Cashier's check or Certified Check or any Combination thereof.
 - Assumption of Existing Mortgage (See Rider 4, if applicable).
 - Mortgage Contingency. This contract is contingent upon Purchaser securing by _____ (date) a written commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ _____ the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed _____ % per annum, amortized over _____ years, payable monthly, loan fee not to exceed _____ % plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Purchaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. 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 may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission. If an FHA or VA mortgage is to be obtained, Rider 8 or 9 is hereby attached as applicable.
 - Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$ _____ (which sum includes earnest money) and the balance by (STRIKE THROUGH ONE): (Purchaser Money Note and Trust Deed) (Installment Agreement for Deed) in the amount of \$ _____ with interest at the rate of _____ % per annum to be amortized over _____ years, payable monthly, the final payment due _____ 19 _____ with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used or the George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request; and, Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is unsatisfactory.

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37 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
38 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 subparagraph 3(d) is applicable, subject
39 only to the following, if any: covenants, conditions, and restrictions of record public and utility easements and encumbrances, special governmental taxes or
40 assessments for improvements not yet completed, and other taxes, including but not limited to, real estate taxes for the year 1995 and
41 subsequent years; the Property trust deed set forth in paragraph 3(a) of this contract. Seller represents that the 1995 general real estate taxes are
42
43 Seller represents and warrants that: As follows
44 (a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than _____, and said existing leases have no
45 option to renew, cancel or purchase; (b) the present monthly gross rental income is _____
46 Closing or escrow payout shall be on 5 days after closing (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by
47 Purchaser, at the office of Purchaser's mortgagee or at Chicago Trust.
48 Seller agrees to surrender possession of said premises on or before closing provided this sale has been closed.
49 Use and Occupancy. At closing, Seller shall pay to Purchaser _____ per day for use and occupancy commencing the first day after closing up to and
50 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy
51 beyond the date possession is surrendered.
52 (b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee
53 possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on escrowee form of receipt. If Seller does not surrender
54 possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including
55 day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the
56 balance, if any, to be turned over to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby
57 acknowledge that escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either
58 Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that the escrowee may deposit the possession escrow with the Clerk of
59 the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that escrowee may be reimbursed from the possession escrow for all
60 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
61 claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

62 **6. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.**
63 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND
64 MADE A PART HEREOF.
65 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to _____
66 (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically
67 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.
68

69 Seller's Initials _____ Buyer's Initials _____
70 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the
71 Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.
72 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the contract other than sales price, broker's compensation
73 and dates, mutually acceptable to the parties. If within _____ days after acceptance of the Contract, it becomes evident agreement cannot be reached by
74 the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then
75 this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. IN THE
76 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO,
77 AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

78 13. Purchaser's obligation to purchase under the Contract is subject to the inspection and approval of the condition of the property by the Purchaser or Purchaser's
79 agent, at Purchaser's expense, within _____ days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against
80 any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the
81 property is not approved, written notice shall be given to the Seller by Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's
82 obligation to sell and Purchaser's obligation to purchase under this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon
83 joint written direction of both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL
84 BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
85 Seller will remain sign from lot at acceptance.

PURCHASER Paul Mchugh ADDRESS 833 W. Chicago
Paul Mchugh (Social Security #) (City) (State) (Zip Code)
PURCHASER ADDRESS
(Social Security #) (City) (State) (Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER
This 7th day of MARCH, 1996 I/We accept this contract and agree to perform and convey title or cause title to be
conveyed according to the terms of this contract.
SELLER Peter Trautman ADDRESS 2150 W. DICKENS
Peter Trautman (Social Security #) (City) (State) (Zip Code)
SELLER Rodney Trautman ADDRESS 2150 W. DICKENS
Rodney Trautman (Social Security #) (City) (State) (Zip Code)

FOR INFORMATIONAL PURPOSES:
Listing Office Quality Real Estate Management Address HOLDING ESCROW ACCOUNT only
Seller's Designated Agent Name MARY NELEBAUER Phone _____
Cooperating Office _____ Address _____
Buyer's Designated Agent Name _____ Phone _____

DONE AT CUSTOMER'S REQUEST THE SIGNATURES ON THE REVERSE SIDE OF THIS DOCUMENT ARE COPIES AND NOT ORIGINALS.
REAL ESTATE OPPORTUNITY

MAIL
PAUL MCHUGH
HOME REAL ESTATE
833 W CHICAGO #201
CHICAGO IL 60622

091107160

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PROVISIONS

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P.T. [Handwritten initials and marks]

1. Real estate taxes (based on most recent ascertainable taxes) and, if there is an existing mortgage, if any, water taxes and other 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 deliver 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 contract, 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. *Seller shall provide extended coverage*
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 when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
5. 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 any default, escrowee shall give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if escrowee is a licensed real estate broker, escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period, or in the event escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that escrowee may 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 default claims and demands.
6. ~~Seller represents and warrants that the heating (plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.~~
7. If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
8. 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 the date of closing, Seller shall promptly notify Purchaser of such notice.
9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.
10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of 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.
11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense. *Survey will be certified to Purchaser and his lender. Buyer to provide survey*
12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an A.T.A form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
16. 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, and the Illinois Responsible Property Transfer Act of 1988 as amended.
17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
18. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
19. 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

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excepted.

20. Time is of the essence of this contract.

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

22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

P.T.
R.P.P.
M

23. Contract is subject to purchaser's obtaining ^{at purchaser's expense} rezoning or other zoning ^{or other} needed variances to build purchaser's home, within 150 days. If this time is not sufficient, buy has an additional 90 days to obtain rezoning and variances, provided buyer pays in advance \$1,000 to seller for such extension, non refundable.

P.T.
R.P.P.
M

If rezoning or variances are not obtained, then at buyers sole option contract can be declared null and void and all earnest money will be returned (except the \$1000 extension fee.)

Such notice shall be served in ACCORDANCE WITH PARAGRAPH #4 ABOVE

PURCHASER WILL DILIGENTLY PROCEED WITH THE APPLICATION FOR REZONING IF REQUIRED BY PURCHASER, IF AFTER 15 DAYS IT APPEARS THAT THE REQUIRED REZONING CAN NOT BE ACCOMPLISHED AND IF THE PURCHASER WILL NOT ACCEPT THE EXISTING ZONING, THEN UPON WRITTEN NOTICE FROM PURCHASER TO SELLER THIS CONTRACT WILL BE CANCELLED WITH EARNEST MONEY BEING REFUNDED TO PURCHASER.

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