

**Memorandum
of
Contract**

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Joseph J. Sacala Jr,
180 N. LaSalle
#2500
Chicago IL 60601

This Memorandum shall place of record the rights and obligations contained in a certain contract for the purchase of real estate dated February 24, 1997 by and between owner of record ("Seller") executed on their behalf by Roberto Maldonado and Joe Hathaway ("Purchaser").

Commonly Known as: 2051 W. Division
Chicago, Illinois 60622

Legal Description: Lot 22 in the subdivision of the north part of block 1 in Suffern's Subdivision of the southwest corner Section 6, Township 39 North, Range 14 east of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 17-06-303-004

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

DONE AT CUSTOMER'S REQUEST

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REAL ESTATE BOARD OF CALIFORNIA
DATE: 2-29-97
OWNER OF RECORD: 2051 - DIVISION CMO, 12 6063 2

PER SURVEY
PROPERTY AND PERSONAL PROPERTY...
[Handwritten notes and signatures]

1. The Seller hereby agrees to sell to the Buyer...
2. The Buyer shall pay the purchase price...
3. The Seller warrants that the title is...
4. The Buyer shall pay the purchase price...
5. The Seller warrants that the title is...

6. The Buyer shall pay the purchase price...
7. The Seller warrants that the title is...
8. The Buyer shall pay the purchase price...
9. The Seller warrants that the title is...

10. The Buyer shall pay the purchase price...
11. The Seller warrants that the title is...
12. The Buyer shall pay the purchase price...
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14. The Buyer shall pay the purchase price...
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16. The Buyer shall pay the purchase price...
17. The Seller warrants that the title is...

18. The Buyer shall pay the purchase price...
19. The Seller warrants that the title is...
20. The Buyer shall pay the purchase price...
21. The Seller warrants that the title is...

22. The Buyer shall pay the purchase price...
23. The Seller warrants that the title is...
24. The Buyer shall pay the purchase price...
25. The Seller warrants that the title is...

26. The Buyer shall pay the purchase price...
27. The Seller warrants that the title is...
28. The Buyer shall pay the purchase price...
29. The Seller warrants that the title is...

30. The Buyer shall pay the purchase price...
31. The Seller warrants that the title is...
32. The Buyer shall pay the purchase price...
33. The Seller warrants that the title is...

34. The Buyer shall pay the purchase price...
35. The Seller warrants that the title is...
36. The Buyer shall pay the purchase price...
37. The Seller warrants that the title is...

Vertical text on the left margin.

Property

5-1-97

Handwritten initials and notes.

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Purchase of a home

3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. At least five days prior to closing date, Seller shall deliver to the Buyer in the original and two copies evidence of insurable title as the attached group, and by exhibiting correct duplicate Certificate of Title as a certified copy thereof, and by delivering a Commission for Title Insurance of a title insurance company bearing date on or subsequent to the date of the execution of this Contract, in the amount of the purchase price subject to all other exceptions then listed on the reverse side hereof and to general exceptions contained in said Commission. Title Insurance to be delivered by Seller of Commission for Title Insurance due to delay by Purchaser's mortgage in recording mortgage and bringing down title shall not be a default of the Contract. Every Certificate of Title or Commission for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other encumbrances, Seller shall have thirty days from Seller's receipt of evidence of title to cure such encumbrances and notify Buyer accordingly, and as to those encumbrances which may be removed at a time by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
5. All documents herein required shall be so written and shall be signed on the parties as the addressee following their signatures. The mailing of a money by registered mail and return receipt requested, shall be sufficient writing when the notice is mailed. Notices may also be served by personal delivery or by registered mail or 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 to the party to whom it is directed on the date of transmission.
6. 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 returned to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Purchaser shall give written notice to Seller and Purchaser including Enclosure's recorded designation of the earnest money and enclose the Seller and Purchaser's written consent to the Enclosure's recorded designation of the earnest money within thirty (30) days after the date of mailing of the notice. Seller and Purchaser hereby acknowledge that the Seller is a licensed real estate broker. Enclosure may not distribute the earnest money without the prior written consent of the Seller and Purchaser in their written agreement. If Enclosure is not a licensed real estate broker, Seller and Purchaser hereby agree that if in the future, Seller, in writing, so proposes disposition of the earnest money within thirty (30) days after the date of mailing of said notice, that Enclosure shall provide the disposition of the earnest money as previously indicated in the Enclosure. If either Seller or Buyer objects to the stated disposition within the designated thirty (30) day period, or if the stated Enclosure is a licensed real estate broker and does not receive the prior written consent of the Seller and Purchaser authorizing the disposition of the earnest money, then the parties hereby agree that the Enclosure may deposit the earnest money with the Clerk of the Circuit Court by the filing of an affidavit as the terms of an interpleur. The parties agree that Enclosure may be reimbursed from the earnest money for all reasonable and necessary fees, including the filing of the interpleur and the Seller hereby agrees to indemnify and hold Enclosure 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.
7. Seller agrees and warrants that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures in 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 substantially the same as shown on the floor plan and map attached, as of the date of this Contract.
8. If the property is new construction, then Purchaser and Seller shall comply with all applicable disclosure requirements as provided by the Illinois Trade Commission and Item 13 is hereby amended.
9. Seller warrants that no notice filed in any city, village, or other governmental authority of a building code violation which adversely affects the adjacent 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.
10. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Section 110.2 of the Chicago Municipal Code concerning Misting Gun Discharge for the subject property.
11. At the option 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, the sale shall be consummated through a title insurance company, as an addendum with the general provisions of the usual form of deed and Money Enclosed Agreement then furnished and in use by said company, with such special provisions attached to the contract agreement as may be required or demanded with this contract. Upon the execution of such deed, anything hereto in 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 to the escrow and the Broker shall be made a party to the escrow with regard to consummation of the sale of the contract shall be divided equally between Purchaser and Seller.
12. Prior to closing, Seller shall furnish a copy by a licensed land surveyor dated not more than six (6) months prior to date of closing hereto showing the precise location of all improvements. If Purchaser or Seller's mortgage lender a more recent or extensive survey, same shall be obtained at Purchaser's expense.
13. Seller agrees to furnish to Purchaser an affidavit of the subject property to those items set forth herein, and an Affidavit if required by Purchaser's mortgage, or the Title Insurance Company for extended coverage.
14. Right is reserved by either party to start court legal proceedings at any time, written notice, when same is available.
15. Seller shall have the right to pay off any existing mortgage out of the proceeds of this sale.
16. Purchaser may place a mortgage on this property and apply for a loan of such mortgage to the purchase price. In the event the transaction does not close, Purchaser agrees to promptly cause release of same.
17. Purchaser and Seller hereby agree to make all disclosures and do anything 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 to the greatest extent possible.
18. Seller shall pay the amount of any stamp not imposed by the state and county, the transfer of title, and shall furnish a complete title insurance policy by the Seller or Seller's agent as the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or other representative as established by any local ordinance with regard to a woman's construction or same as required by local ordinance shall be paid by designated party at said ordinance.
19. Seller shall remain liable for taxes by date of possession of the property and Seller's portion of property not conveyed by deed to Seller or Purchaser.
20. Seller agrees to surrender possession of the real estate to the Buyer on or before the date of this contract, if any work is not completed and not completed.
21. Terms of the purchase of this contract.
22. Whenever appropriate, the language includes the plural and masculine includes the feminine or neuter.
23. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Buyer shall pay for same.

23. PARTIES AGREE THAT "FHA CUSTOMARY CHARGES" SHALL BE PAID BY BUYER ONLY;

1. TERMITE INSPECTION
2. INSPECTION FEE

[Signature]

24. PROPERTY IS BEING PURCHASED IN "AS IS" CONDITION.

25. PURCHASER AGREES TO COOPERATE WITH SELLER'S EFFORTS TO DO A 1031 EXCHANGE.

[Signature]

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Lead-Based Paint Information

Every purchaser of any interest in residential real property in which a residential dwelling was constructed prior to 1978 is notified that such property may present exposure to lead from lead-based paints that may pose a risk to the health of young children at risk of developing lead poisoning. Lead poisoning in young children may result in permanent neurological damage, including learning disabilities, reduced intelligence quotient, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Every purchaser of any interest in residential real property is required to provide the buyer with any information regarding lead-based paint hazards from risk assessments or inspections in the seller's possession and control of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial) (All Sellers should initial)

1. Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing to be sold.

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing to be sold.

2. Records and Reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing. (List documents below)

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial) (All Purchasers should initial)

1. Purchaser has received copies of all information listed above.

2. Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

3. Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (Initial) (Seller's Designated Agent)

1. Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information that they have provided is true and accurate.

Seller	<u>[Signature]</u>	Date	<u>12/24/97</u>	Seller	<u>[Signature]</u>	Date	<u>12/25/97</u>
Purchaser	<u>[Signature]</u>	Date	<u>12/24/97</u>	Purchaser	<u>[Signature]</u>	Date	<u>12/25/97</u>
Agent	<u>[Signature]</u>	Date	<u>12/24/97</u>	Agent	<u>[Signature]</u>	Date	<u>12/25/97</u>

Keep a fully executed copy of this document for three (3) years from the date of execution. This Disclosure Form should be attached to the Real Estate Transfer Tax Return.

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LEAD-BASED PAINT TESTING CONTINGENCY RIDER



This Rider is hereby made a part of the Contract to Purchase Real Estate commonly known as
 between Seller(s) 2001 W. Duissins, Ohio Robert Melendro Illinois,
 and Purchaser(s) Robert Melendro
 dated 2-24-90 The terms and conditions of this Rider shall govern over
 the provisions of the above described Contract and are made a part thereof.

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 5:00 P.M. on either the tenth calendar day after ratification of the Contract or ~~(strike one)~~ (insert date)

If the inspection or risk assessment discloses the presence of lead-based paint or lead-based paint hazards then Purchaser shall notify Seller, in writing, of such findings and provide Seller with a copy of the inspection report within forty-eight (48) hours after the time for conducting the inspection. Failure to give written notice to Seller within said time period shall mean that the contingency has been satisfied and the Purchaser is bound by this Contract. If Purchaser gives the appropriate notice to Seller then

Purchaser may terminate the Contract with such forty-eight (48) hour written notice to the Seller

Purchaser shall provide Seller a written list of the existing deficiencies and the corrections needed with such forty-eight (48) hour written notice. Seller shall notify Purchaser in writing within _____ days after the date of such forty-eight hour written notice of the list of existing deficiencies and what conditions, if any, will be remedied by Seller prior to closing. Purchaser shall have three (3) days to provide written notice to Seller whether the proposed remediation are acceptable. If the proposed remediation are accepted by Purchaser the Contract will be binding on both sides and Seller shall be obligated to make the proposed remediation prior to closing and provide the Purchaser with certification from a risk assessment inspector demonstrating that such deficiencies have been remedied. If Purchaser fails to respond within three (3) days or does not accept the proposed remediation then this Contract shall be void and the earnest money returned to Purchaser.

Seller(s) Robert Melendro Purchaser(s) Robert Melendro
 Date 3/28/90 Date 3-24-90

Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.

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Exhibit H

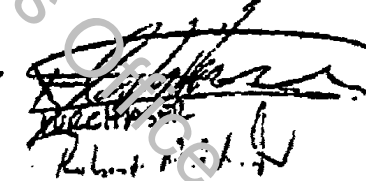
2-24-97

Re 2051 W Division
CHGO, IL

THIS IS A RIDER TO THE CONTRACT
DATED 2-24-97 TO PURCHASE
2051 W DIVISION, CHGO, IL.

A.) SELLER AGREES TO PERMIT
PURCHASER'S CONTRACTOR ACCESS TO ROOF
FOR AN INSPECTION AT PURCHASER'S OWN
EXPENSE, WITHIN 5 DAYS AFTER ACCEPTANCE
OF CONTRACT.

~~A.) SELLER AGREES TO PERMIT
PURCHASER'S CONTRACTOR ACCESS TO ROOF
FOR AN INSPECTION AT PURCHASER'S OWN
EXPENSE, WITHIN 5 DAYS AFTER ACCEPTANCE
OF CONTRACT.~~


Robert M. [unclear]
SELLER

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RIDER 14



This Rider is made a part of and incorporated into that certain Real Estate Contract dated 2-29
 1997 for the sale of the property commonly known as 2051 N. DIVISION
CHGO Illinois entered into by OWNER OF RECORD
 (Seller) and JOE HATHAWAY (Purchaser).

INSPECTION

Purchaser's obligation to purchase under this Contract is subject to the inspection and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 working days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against 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 property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's 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 joint written direction of both parties to escrowee. **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 AND EFFECT.**

ATTORNEY'S MODIFICATION

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 and dates, mutually acceptable to the parties. If within 5 working days after acceptance of the Contract, it becomes evident agreement cannot be reached by 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 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 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 AND EFFECT.**

INTEREST-BEARING ACCOUNT

Purchaser and Seller agree that earnest money held by Escrowee shall be held in an interest bearing account until closing. Interest accrued shall be delivered to Purchaser at that time, and a signed W-9 form is hereby attached.

[Signature] 3-25-97 [Signature] 3/25/97
 Purchaser Date Seller Date

Purchaser Date Seller Date

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