



Mail To:

Esther Burnette
3715 S. 56th Court
Chicago, Illinois

The Undersigned, by virtue of Real Estate Sale Contract dated February 7, 1999 attached as an exhibit to this Lis Pendens Notice between them and the owner for the Real Property as described below give notice that they have a pending claim to the property and all improvements and attachments to the property which will be enforced.

DESCRIPTION OF PROPERTY:

Common Address: 1002 W. 18th Street, Chicago, Illinois 60608

P.I.N.: 17 - 20 - 403 - 025 - 0000

Evans and Nuts Resub LT 45 48 and PT LT 49
ST - TN - RG Block PT LOT
20 39 14 0000003

Dated this 5th day of March, 1999

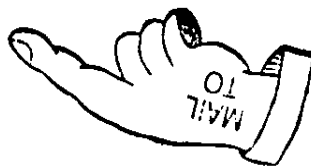
By:

Paul Fasold

Richard Callahan

Name and Address of Preparer:

Matthew C. Joly
47 W. Polk Street, Suite 100-192
Chicago, IL 60605



Sent By: REMAX REALTY GROUP;

773 404 3807;

Mar-5-99 11:38AM;

Page 1



REAL ESTATE SALE CONTRACT-APARTMENTS/INVESTMENTS



1 TO: Esther Bunnette SELLER DATE: 2-7-99
1002 W. 18th St. Chicago IL 60608

- 2 I/We offer to purchase the property known as
3 Lot approximately 25x95 (cont. together with improvements thereon.
4 FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together
5 with the following: (check or enumerate applicable items)
6 T.V. Antenna Washer Central air conditioner Electronic garage door(s)
7 Refrigerator Dryer Window air conditioner with remote control(s)
8 Oven/Range Stove/Water heater (if not listed) Electronic air filter Fireplace screen and equipment
9 Microwave Water softener (if not listed) Central humidifier Fireplace gas log
10 Dishwasher Built-in or attached shelving Ceiling fan Fluorescent
11 Garbage disposal In-unit or attached shelving Outdoor Shed Attached storm & screen
12 Trash compactor Smoke and carbon monoxide detectors All planted vegetation Attached book cases and cabinets
13 Window shades, attached shutters, draperies & curtains, hardware & other window treatments Radiator covers
14 Security system (if not listed)
15 Other items included:

16 Items excluded:
17 1. Purchase Price \$ 150,000
18 2. Initial earnest money \$ 1,000 in the form of Check 5% shall be held by
19 Listing Broker. (Escrowee, to be increased to 10% of purchase price within 4 BUSINESS days after acceptance
20 hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before 11:00 P.M. 2-8-99
21 If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
22 Seller in a bank or trust account established for the benefit of the parties hereto in an interest bearing escrow account
23 in compliance with the laws of the State of Illinois with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to
24 establish said escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.
25 3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (STRIKE THROUGH INAPPLICABLE)
26 SURPARACHA (s):

(a) Cash, Cashier's check or Certified Check or any combination thereof.
(b) Assortment of financing (See Item 7 if applicable).
(c) Mortgage, as to which Seller has secured a commitment upon Purchaser securing by
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 term of the mortgage, the interest rate (or fixed) interest rate of an adjustable rate mortgage not to exceed % per annum, amortized
over years, with the option to extend the term of the mortgage, shall be paid for private mortgage insurance if required by
the lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the above date. If Seller is not 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 by an equal number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit
information, and Seller shall provide, and neither Purchaser nor Seller shall be liable for any sales commission.
Purchaser notifies Seller as to any provided, and neither Purchaser nor Seller receives 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, Seller shall pay % of the purchase price (which sum
includes earnest money) and the balance by (STRIKE THROUGH ONLY) (Purchase Money Note and Trust Deed) (Mortgage 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
on or before the date of closing. 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 Instrument 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 Seller's request and Seller may cancel this agreement within three days after receiving said
credit report if Seller is not satisfied with the results.

41 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
42 homestead rights (or other appropriate deed if title is in trust or in partnership) or Articles of Agreement for such a deed if that portion of subparagraph 3(a) is
43 applicable, subject only to the following, if any: covenants, conditions, or restrictions of record; public and utility easements, existing leases and liens; and
44 applicable governmental taxes or assessments for improvements not yet completed, unconditional special governmental taxes or assessments; general real estate
45 taxes for the year 1998 and subsequent years and the mortgage on that deed, as set forth in paragraph 3 and/or Rider 7. Seller represents that the 1997
46 general real estate taxes are \$ 1,000. General real estate taxes shall be prorated at % of the most recent ascertainable tax bill at closing.
47 Seller represents and warrants that: (a) existing leases, if any, are to be assigned to Purchaser at closing, more of which expire later than
48 None None and said existing leases have an expiration date, cancel of purchase; (b) the present monthly gross rental
49 income is \$

50 4. Closing or escrow payment shall be on or before 2-26-99, except as provided in paragraph 3(c) above, provided title has
51 been shown to be good or is accepted by Purchaser at the office of Purchaser's attorney or escrowee, provided this sale has been closed.
52 5. Seller agrees to surrender possession of said premises on or before closing, provided this sale has been closed.
53 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser % per day for use and occupancy commencing the first day
54 after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever is shorter. Purchaser shall refund any payment
55 made for use and occupancy beyond the date possession is surrendered.
56 (b) Possession Escrow. At closing, Seller shall deposit with escrowee a sum equal to 2% of the purchase price to
57 guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale as escrowed form of receipt. If Seller
58 does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow
59 per day up to and including the date possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s)
60 to be paid out of escrow and the balance, if any, to be returned over to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal
61 remedies. Seller and Purchaser hereby acknowledge that escrowee will not distribute the possession escrow without the joint written consent of the escrowee
62 and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the parties hereto agree that escrowee
63 may terminate the possession escrow with the Clerk of the Circuit Court by the filing of an action in the name of an interested party, and the parties agree
64 to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

65 6. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.
66 7. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED
67 HERETO AND MADE A PART HEREOF: RIDER 1
68 8. DUAL AGENCY CONFIRMATION OF CONSENT. The undersigned confirm that they have previously consented to
69 (Licensee) acting as a Dual Agent in providing brokerage services on this bid, and specifically
70 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

71 Seller(s) Initials Purchaser(s) Initials
72 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients under any offer of compensation made
73 by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participated.
74 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
75 compensation and dates, mutually acceptable to the parties. If within 5 BUSINESS days after acceptance of the Contract, it becomes evident agreement
76 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
77 period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be returned to the Purchaser in the direction of
78 both parties to escrow. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED
79 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

80 13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the
81 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within days from the date of acceptance of this
82 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
83 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
84 Purchaser within the time specified for approval, and thereafter, Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall
85 become null and void and all monies paid by the Purchaser shall be returned upon joint written direction of both parties to escrow. IN THE ABSENCE OF
86 WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND
87 THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

88 PURCHASER: [Signature] ADDRESS:
89 [Signature] ADDRESS:
90 [Signature] ADDRESS:
91 ACCEPTANCE OF CONTRACT BY SELLER
92 This is the day of 2nd 19 99 I/We accept this contract and agree to perform and convey title or cause title to be conveyed
93 according to the terms of this contract.
94 SELLER: [Signature] ADDRESS: 3715 S. 56th

95 [Signature] ADDRESS:
96 [Signature] ADDRESS:
97 [Signature] ADDRESS:

98 FOR INFORMATIONAL PURPOSES:
99 Listing Office: NONE Address:
100 Seller's Designated Agent Name: Address:
101 Cooperating Office: NONE Address:
102 Buyer's Designated Agent Name: Address:



DONE AT CUSTOMER'S REQUEST

PROVISIONS

1. Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated to date of closing. If property herein is improved, but less available tax bill is on vacant land, parties hereto agree to reparate 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. (If applicable) and (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.
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-o-gram, 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 disposition 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, incurred 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 now construction, Seller and Purchaser 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.
12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA 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, if 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 Sentences 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 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.

DONE AT CUSTOMER'S REQUEST

Evans and Nutts Resub Ltr 45 and PTLT 49

ST - TN - RG BIRK PTLT LOT

20 39 14

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