

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

**DEVELOPER/SELLER:**

6457 SOUTH KIMBARK, LLC, an Illinois limited liability company

**PURCHASER(S):** \_\_\_\_\_

**PRESENT ADDRESS:** \_\_\_\_\_

**WORK ADDRESS:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**PURCHASER(S) ATTY:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

1. **OWNERSHIP:** SELLER agrees to sell and Purchaser agrees to purchase Unit \_\_\_\_\_ of 6457 \_\_\_\_\_ South Kimbark Ave., Chicago, Illinois 60637 ("Purchased unit"), parking space # \_\_\_\_\_, a limited common element, and storage space # \_\_\_\_\_, a limited common element, in the City of Chicago, Cook County, Illinois, together with its undivided percentage interest in Common Elements of the Property, which percentage is set in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for 6457 South Kimbark Condominium Association (the "Declaration"). The Purchased Unit, if not already completed, will be constructed in substantial compliance with the plans on file with the City of Chicago Department of Buildings. The Property on which all condominium units at 6457 South Kimbark, Chicago, Illinois 60637 (the "Condominium") is located is described in the Legal Description as set forth, in EXHIBIT A attached hereto and made a part hereof.

2. **PERSONAL PROPERTY:** At Closing, Seller shall deliver to Purchaser(s) all manufacturers' warranties, if any, covering consumer products to be conveyed to the Purchaser(s) hereunder, provided, however, that AS TO ANY PERSONAL PROPERTY, AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR THEIR PROMULGATED REGULATIONS), WHICH MAY BE CONTAINED IN THE PURCHASED CONSUMER PRODUCT, SELLER NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The following items of personal property, said list is attached hereto and made a part hereof as Exhibit B, are included in the purchase price and will be transferred by Seller to Purchaser(s) at closing by means of a Bill of Sale.

3. **PRICE:** As of the date of this Agreement, the Purchase Price of the Purchased Unit and terms of payment are as follows (plus or minus any prorations/ credits) and plus

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

other costs as detailed in paragraphs 7, 8 and 9 below:

Base Purchase Price: \$ \_\_\_\_\_

Parking Space No. \_\_\_\_\_ \$ \_\_\_\_\_

Initial Earnest Money \$ \_\_\_\_\_

Balance of Earnest Money \$ \_\_\_\_\_  
(payable upon closure of attorneys' review period)

Total Purchase Price: \$ \_\_\_\_\_

**4. MORTGAGE CONTINGENCY:** This Agreement is contingent upon the ability of the Purchaser(s) to secure by \_\_\_\_\_, a mortgage commitment for \_\_\_\_\_ or such lesser sum as Purchaser shall accept, with a rate of interest at prevailing rates in the Chicago metropolitan area amortized over \_\_\_\_\_ years and points/origination fees, if any, of \_\_\_\_\_. Purchaser(s) shall pay the usual and customary charges imposed by the lending institution, including but not limited to credit, and appraisal fees. Purchaser(s) shall make timely application or applications for and shall make every reasonable effort to obtain such commitment, and shall take no action or omission after the date hereof which would tend to damage Purchaser(s) creditworthiness or ability to pay such mortgage loan. Purchaser(s) shall provide a copy of said commitment to Seller. If Purchaser(s) is unable to obtain such a firm commitment, Purchaser(s) shall notify Seller thereof in writing within said Mortgage Contingency Period. If Seller is not so notified, it shall be conclusively presumed that Purchaser(s) has secured such a commitment or will purchase the Purchased Unit without mortgage financing. IF SELLER IS SO NOTIFIED, SELLER MAY, AT SELLER'S OPTION, WITHIN SIXTY (60) DAYS AFTER SUCH NOTICE, SECURE SAID COMMITMENT ON BEHALF OF PURCHASER(S) ON THE SAME TERMS AS ABOVE. Purchaser(s) agrees to pay an application fee and to furnish Seller all requested credit information and to sign customary papers relating to the application for securing of said commitment. IF PURCHASER NOTIFIES SELLER AS AFORESAID AND SELLER IS UNABLE OR UNWILLING TO SECURE SUCH COMMITMENT AS ABOVE PROVIDED, THIS AGREEMENT SHALL BE NULL AND VOID AND THE EARNEST MONEY SHALL BE RETURNED TO PURCHASER(S) WITH NO FURTHER OBLIGATION BY EITHER PARTY. Purchaser(s) shall be responsible for taking all actions necessary and bear all costs in order to keep said commitment in full force and effect until Closing. If Purchaser(s) does not close for any reason, including inability to obtain a mortgage, Seller shall be permitted to charge against the Earnest Money on deposit to cover Seller's actual costs in completing Purchaser(s)' change orders or upgrades.

**5. COMPLETION DATE, CLOSING AND TITLE INSURANCE:** The anticipated date for the completion of the Purchased Unit is \_\_\_\_\_. Closing of the sale of the Purchased Unit shall be on such date after the Purchased Unit has been substantially

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

completed as Seller shall designate by notice to Purchaser(s) not less than fourteen (14) days prior to Closing, provided that, if substantial completion is delayed due to fire, labor dispute, shortages or unavailability of labor, materials or transportation, Acts of God, acts of governmental authorities, weather conditions or any other cause beyond Seller's reasonable control, as determined at Seller's sole discretion, said date shall be extended by the length of such delay. Any dispute between Purchaser(s) and Seller concerning completion shall be arbitrated by the Seller's Architect, which the parties agree to be the sole and exclusive remedy. Further, if a temporary or a permanent Certificate of Occupancy by the City of Chicago is provided to the Purchaser(s), or a Certificate of Substantial Completion by the Seller's Architect is provided to the Purchaser(s), such shall be conclusive with respect to substantial completion of the Purchased Unit. The Closing and the payment of the balance of the Purchase Price and all other sums due from Purchaser and delivery of deed shall be through an agency-escrow closing with Chicago Title Insurance Company as escrowee, in accordance with a form of escrow agreement consistent with the provisions of this Agreement. Seller shall provide, at its cost, an Owner's 1990 ALTA form Title Insurance policy issued by Chicago Title Insurance Company (the "Title Insurer") with extended coverage over all Schedule B general exceptions in the full amount of the Purchase Price, subject only to the matters set forth in Paragraph Six (6), Purchaser(s)' mortgage or trust deed or other security documents, liens or other matters insured over by the Title Insurer, and acts done or suffered by the Purchaser(s). Said title policy shall be conclusive evidence of title as therein shown as to all matters insured by said policy subject only to exceptions as therein stated. Seller shall bear the title charges customarily charged to Seller by said title insurance company, state and county transfer taxes, and Purchaser(s) shall bear the title charges of the money lenders escrow, including simultaneously-issued mortgage policy and any special endorsements requested by Purchaser(s) or Purchaser(s)' lender and recording charges for the deed and mortgage and related documents, and the City of Chicago real estate transfer tax imposed.

Purchaser acknowledges that title to and possession of the Purchased Unit prior to Closing is solely in Seller and that Purchaser(s) shall have no right of entry until the final walk-through with Seller's representative as hereinafter described. Any additional inspections prior to Closing shall only be with an authorized representative of Seller. In no event shall Purchaser(s) occupy the Purchased Unit or be given keys thereto until all monies due Seller, including any upgrades items ordered have been paid in full to Seller.

**6. CONVEYANCE:** Title to the Purchased Unit shall be delivered to Purchaser by recordable Special Warranty Deed, subject only to (i) general real estate taxes not yet due, (ii) special taxes or assessments for improvements not yet completed, (iii) applicable building and zoning ordinances, (iv) public, private and utility easements of record, (v) building lines and building laws or ordinances (vi) roads and highways, if any, (vii) party walls, if any, (viii) all rights, easements, restrictions, conditions and reservations contained in the Declaration, as amended from time to time, and a reservation by the Seller to itself and its successors and assigns, for the benefit of all Unit Owners at 6455-57 South Kimbark Condominium of the rights and easements as

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

set forth in the Declaration, (ix) acts done or suffered by Purchaser, (x) such other matters as to which the Title Insurer commits to insure the Purchaser(s) against loss or damage, (xi) encroachments, if any and (xii) covenants, conditions, restrictions, permits, easements and agreements of record. If Purchasers are husband and wife, title shall be conveyed to them in tenancy by the entirety unless Seller is directed otherwise; such direction to the Seller shall be given no later than fourteen (14) days prior to the Closing.

### **7. TAXES:**

(a) 2009 Real Estate Taxes. There shall be no proration of the 2009 taxes and the 2009 taxes shall be paid by the seller when they become due and payable.

(b) Purchaser shall receive a credit for current year's real estate taxes based upon 105% of the last ascertainable tax bill and calculated based upon the Unit's percentage interest and prorated to the date of closing. Such credit shall be final and no re-proration of taxes shall occur.

**8. MONTHLY ASSESSMENTS:** From and after the Closing, the Purchaser(s) agrees to pay the monthly assessment for The Purchased Unit pursuant to the Declaration of Covenants, Conditions, Restrictions and By-Laws for 6457 South Kimbark Condominium Association. The anticipated monthly assessment for the Purchased Unit is \_\_\_\_\_ per month. The Purchaser(s) agrees to pay the Purchaser(s)' pro-rata share of the Association's assessments for the Purchased Unit of the month in which the Closing occurs.

**9. OTHER PAYMENTS:** In addition to the Purchase Price and those amounts as described in Paragraph Eight (8) and stated above, each Purchaser shall pay to the Association at Closing, as a capital contribution, an amount equal to two (2) monthly assessments for the Purchased Unit due under the Declaration of Covenants, Conditions, Restrictions and By-Laws for the Association as a reserve for the benefit of the Association, as well as the Purchaser(s)' pro rata share of the unexpired portion of the policy of insurance covering the Association.

**10. RECEIPT OF DOCUMENTS:** Purchaser(s) have been given, or will be given, copies of the following; Seller reserves the right to make or consent to any changes or amendments in the foregoing documents permitted by law, provided that no substantial change or amendment shall be made prior to the Closing.

(a) A preliminary draft of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 6457 South Kimbark Condominium Association;

(b) The 2010 Preliminary Operating Budget; and

(c) The Floor Plan of the Purchased Unit.

**11. PUNCHLIST INSPECTIONS:** Purchaser(s) shall attend a Pre-Closing Inspection no less than 48 hours prior to Closing, at which time a Punch list of incomplete items shall be prepared. The Punch list shall be signed by both the Purchaser(s) and a

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

representative of the Seller. All items on the Punch list shall be completed prior to Closing or no later than thirty (30) days after Closing. The obligation to complete the Punch list items shall survive the Closing. Any items not noted on the Punch list shall be deemed waived. In the event that the Closing shall occur prior to completion of any work, Seller shall not be released from the obligation to perform such work in conformity with this Agreement and complete any "punch list" items remaining on the date of Closing. No hold backs shall be allowed and if Purchaser(s)' lender requires same; Purchaser(s) shall be responsible for the funding of any halfback or escrow. Seller shall not be liable to Purchaser(s) for damages of any kind, including direct or indirect, secondary, incidental or consequential damages, resulting from any delay of the Closing.

**12. DEFAULT:** Time is of the essence of this Agreement. If Purchaser(s) default on any of the terms or conditions contained herein, then, at the option of the Seller, all payments made by Purchaser(s) may be retained by Seller, not as a penalty, but as liquidated damages and this Agreement shall thereupon become null and void. If the Purchased Unit is not substantially completed within one-hundred eighty (180) days of the date as provided for in Paragraph Three (3), Purchaser(s) may send notice requesting an immediate Closing within ten (10) business days, or if Seller refuses or is unable to deliver title and possession as herein provided or to carry out any material obligation or covenant hereunder to be performed by it prior to Closing, or if this Agreement is terminated prior to the time for Closing for any reason other than a default of Purchaser(s), then Purchaser(s) may declare this Agreement null and void and receive a return of all earnest money and any interest thereon or employ all rights at law or in equity as Purchaser(s) may deem necessary.

**13. COLOR SELECTION AND CONSTRUCTION CHANGES:** If not previously installed in the Purchased Unit, Purchaser(s) shall have the right to select and upgrade materials and/or colors for countertops, wall tile, floor tile and carpeting from the color samples provided by the Seller or its agents, or to make such additional selections as the Seller offers, or upgrades as the parties mutually agree. Seller does not assume any responsibility for the grain and color variations in wood, marble, and ceramic and carpet dye lot variations or any color variations from existing samples and Purchaser(s) shall understand that these products will vary and are outside the Seller's control. Interior colors must be selected within thirty (30) days of this Agreement. In the event of failure of Purchaser(s) to make selections when necessary Seller has the right to choose such colors for Purchaser(s). Seller reserves the right to require that any upgrade or change, as mutually agreed upon by the parties, shall be paid for by Purchaser(s)' deposit of additional earnest money with the Listing Broker. If the Purchaser(s) have caused extras or change orders and subsequently does not close for any reason, including the inability to obtain a mortgage commitment, Seller reserves the right to back-charge Purchaser(s)' deposit for the actual cost in removing or rectifying Purchaser(s)' upgrades, selection or changes.

**14. ALTERNATIVE MATERIALS:** In the event of the inability of the Seller to obtain certain materials, Seller shall have the right to substitute other materials or brand names

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

of equal or greater quality, utility or color. Seller reserves the right to make such changes in construction as may be required by material shortages or such other situations as may, in Seller's judgment, be necessary or desirable.

15. **INSURANCE CERTIFICATES:** At Closing, Seller shall deliver to Purchaser(s) an insurance certificate disclosing the types and amounts of insurance in force.

16. **BROKER:** Purchaser(s) shall warrant that no broker other than @properties and \_\_\_\_\_ was involved in this transaction and agrees to indemnify and hold Seller harmless from any claim asserted by any other broker.

### 17. MISCELLANEOUS PROVISIONS:

(a) Litigation. In the event of litigation between the parties hereto with respect to the property, the Purchased Unit, this Agreement or the parties' obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, whether before or after judgment, including reasonable attorneys' fees. This obligation shall survive the closing and not merge with the Deed.

(b) Partial Invalidity. In the event that any term or provision of this Agreement shall be held to be illegal, unenforceable or inoperative as a matter of law only that term shall be stricken and the remaining terms and provisions shall not be affected thereby, but each such term shall remain valid and shall remain in full force and effect.

(c) Waiver. No covenant, term or condition of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party and no alleged failure of performance shall relieve the other party of full performance under this Agreement.

(d) Recording. Purchaser(s) shall not record this Agreement or any memorandum thereof, and any such recording will constitute a default under this Agreement by Purchaser(s).

(e) Existing, Law. This Agreement and all questions of interpretations, construction and enforcement hereof and all controversies shall be governed by the laws of the State of Illinois.

(f) Risk of Loss. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

(g) Sales Promotion. For purposes of completing the sales promotion for various units in the Property, Seller and its agents are hereby given full right and authority to place and maintain signs on, in and about the Property for such period of time as shall be determined by Seller. Seller, its agent and prospective Unit purchaser(s) are also hereby given, for said sales promotions purpose, the right of ingress to, egress from, and other use of the Property (excluding the Purchased Unit).

(h) Building Operations. Until such time as the Unit owners elect their first Board of

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

Managers, as provided in the Declaration, the Seller/Developer, as defined in the Declaration, shall have the right to enter into or cause the Association to enter into agreements or leases for such period of time and upon such reasonable terms as it shall deem advisable, subject to the limitations imposed by the Act and the Declaration, to provide the Condominium Property and Unit owners with all necessary or convenient services, including, but not limited to, management, landscaping, janitor, insurance, snow removal and scavenger services.

(l) **Unit Sale Contingency.** This Agreement is contingent upon the Seller entering into contracts for the sale of not less than (4) Four Condominium Units. In the event Seller is unable to satisfy this contingency, Seller shall give written notice to Purchaser(s) whereupon this Agreement shall be null and void and the Earnest Money, and any accrued interest thereon, shall be returned to the Purchaser(s).

(j) **UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES HEREUNDER.**

**18. NOTICES:** All notices and demands herein required shall be in writing and shall be deemed sufficient if delivered by hand to the addressee for whom it is intended as noted on the face of this Agreement or on the date of postmark by the United States registered or certified mail, return receipt requested. Notices may be sent by facsimile transmission to Seller's Attorney and Purchaser(s)' without the need for proof of transmission to be sent by mail.

**19. ASSIGNMENT:** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, devisees, successors, personal representatives and assigns, provided that Purchaser(s) shall make no assignment of this Agreement or of any of Purchaser(s)' rights hereunder without the Seller's express written consent.

**20. DESTRUCTION:** If, prior to closing, the Property or a portion of the Property required for reasonable access to the Purchased Unit, shall be destroyed or materially damaged by fire or other casualty, this Contract shall, at the option of Seller, exercised by notice to Purchaser(s) within forty-five (45) days after such casualty, be null and void, and the Earnest money shall be refunded to Purchaser(s). If Seller does not elect to terminate this Contract as aforesaid, then Purchaser(s) shall not be relieved of its duties hereunder unless said damage is not repaired within six (6) months from the date of such casualty, in which event Purchaser shall have the right to terminate this Contract by notice to Seller within ten (10) days after the expiration of said six month period.

**21. PERSONAL RESIDENCE:** Purchaser(s) hereby represents and warrants to Seller that Purchaser(s) is purchasing the Purchased unit for Purchaser's personal residence, to be occupied by Purchaser(s) upon closing hereunder.

**22. WARRANTY:** At closing, Seller shall provide Purchaser(s) and Purchaser(s) shall acknowledge receipt thereof, a Certificate of Limited Warranty with respect to the

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

Purchased Unit in the form of EXHIBIT C attached hereto and made a part hereof. Seller shall also deliver to the Association and the Association shall acknowledge receipt thereof and for the benefit of and on behalf of all of the Units of the Property, a Certificate of Limited Warranty with respect to the Common Elements in the form of EXHIBIT D attached hereto and made a part hereof. THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGE THAT THE SELLER HEREBY EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PURCHASED UNIT AND THE COMMON ELEMENTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PURCHASED UNIT, OR IN CONNECTION WITH THE COMMON ELEMENTS, OR BOTH, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT, THE PURCHASED UNIT OR COMMON ELEMENTS. PURCHASER(S) ACKNOWLEDGE THAT HE/SHE HAS READ AND ACKNOWLEDGES THAT CERTIFICATES OF LIMITED WARRANTY ATTACHED AS EXHIBITS D AND E HERETO AND THAT THERE ARE NO WARRANTIES OF ANY KIND MADE HEREIN WITH RESPECT TO THE CONSTRUCTION OF THE PURCHASED UNIT AND COMMON ELEMENTS EXCEPT THE WARRANTIES THAT ARE MADE IN SAID CERTIFICATES OF LIMITED WARRANTY

The undersigned fully acknowledges that the Limited Warranties, if any, set forth herein are the only warranties of seller, either express or which may be implied by law, including all warranties of habitability, merchantability and fitness for a particular purpose, all of which are excluded. This certificate of limited warranty specifically excludes any and all direct or indirect, secondary, incidental or consequential damages. The foregoing acknowledgement was signed with full knowledge thereof.

**23. ATTORNEY'S APPROVAL:** The parties hereto agree that their attorneys may specify detailed, proposed modifications (which shall not be considered to be counteroffers by any party) to this Agreement, other than the stated purchase price, broker's compensation or dates, mutually acceptable to the parties, by sending notice to the other party within five (5) business days after the date of the Seller's acceptance of this Agreement. Thereafter, the attorney's approval period shall remain open until a written modification is mutually agreed upon and completed. After ten (10) business days from the date of any such notice, the parties do not agree or written notice of such inability to agree is given to the other party, this Agreement will become null and void and all earnest money and any interest accrued thereon shall be refunded to the Purchaser(s). In the absence of any written notice within the above mentioned five (5) business days attorney approval period, and according to the terms as herein defined, this provision shall be deemed waived by the parties and this Agreement shall be in full force and effect.

**24. ENTIRE AGREEMENT:** This Agreement, with all Riders and Exhibits attached hereto that are incorporated herein and made a part hereof, constitute the entire



6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

agreement between the parties. NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL, EXPRESSED, IMPLIED, HAVE BEEN MADE BY SELLER, SHALL BE CONSIDERED A PART OF THIS TRANSACTION, UNLESS OTHERWISE EXPRESSLY STATED HEREIN. No amendment, modification or supplement to the Agreement shall be effective unless it is in writing and signed by both parties.

**AGREED:  
PURCHASER**

\_\_\_\_\_

Date: \_\_\_\_\_

**AGREED:  
6457 SOUTH KIMBARK, LLC**

\_\_\_\_\_

By: Seller's Agent  
Date of Seller's Acceptance \_\_\_\_\_

**Attorney for Seller:**  
Ziering & Weiss, P.C.  
Attn: Howard J. Weiss  
1416 Techny Road  
Northbrook, IL 60062  
847-509-0077 (o)  
847-272-1010 (f)  
[howard@zieringweiss.com](mailto:howard@zieringweiss.com)

**Attorney for Purchaser(s):**  
Firm: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ email

**Listing Agent:**  
Hasani Steele  
@Properties  
212 E Ohio 2nd floor  
Chicago, IL 60611  
(312) 735-9971 (cell)  
(312) 896-5208 (fax)

**Cooperating Broker**  
Agent: \_\_\_\_\_  
Office: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

**EXHIBIT A**

**LEGAL DESCRIPTION:**

LOT 9 AND LOT 10 (EXCEPT THE SOUTH 27 FEET THEREOF), IN BLOCK 1 IN THOMAS A. HALL'S ADDITION TO HYDE PARK IN THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF WEST 65TH STREET, NOW VACATED, LYING WEST OF AND ADJOINING LOT 10 (EXCEPT THE SOUTH 27 FEET THEREOF), AND EAST OF AND ADJOINING THE EAST LINE OF SHERIDAN AVENUE, EXTENDED FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 1 AFORESAID TO THE NORTHWEST CORNER OF LOT 12 IN BLOCK 1 AFORESAID, IN COOK COUNTY, ILLINOIS

**Common Address:**

6457 South Kimbark Avenue, Chicago, IL 60637

**Permanent Index Number:**

20-23-212-012-0000

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

**EXHIBIT B**

**PERSONAL PROPERTY:**

Stainless Kitchen

GE Cook top 4burner - SS

GE built in Oven - SS

Sharp Pullout Microwave - SS

GE refrigerator w/water dispenser - SS

Laundry

GE washer & dryer side loading

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

**EXHIBIT C**

**CERTIFICATE OF WARRANTY:**

(Purchased Unit)

6457 South Kimbark, LLC (Seller) warrants the Purchased Unit (Unit \_\_\_\_\_) in 6457 South Kimbark Condominium against latent defects in the Purchased Unit arising out of faulty workmanship or material for a period (Warranty Period) of one year from \_\_\_\_\_, 20\_\_ (the closing date), or such shorter period hereinafter specified, subject to the terms and conditions set forth herein. Seller's obligation under this warranty shall be limited to repair or replacement, at its option, of the faulty workmanship or material.

The terms used in this Certificate of Warranty that are defined in the Purchase Agreement dated \_\_\_\_\_, 20\_\_, between 6457 South Kimbark, LLC, and \_\_\_\_\_ (Purchaser) shall have the same meaning herein as in the Purchase Agreement.

This warranty is delivered pursuant to Paragraph 22 of the Purchase Agreement, is in lieu of all other warranties of Seller, express or implied (including without limitation any implied warranty of merchantability, habitability, or fitness for a particular purpose), and inures only to the benefit of the following Purchaser: \_\_\_\_\_. As to any personal property and as to any consumer product (as that term may be defined under applicable federal, state, or local laws or their implementing regulations) that may be contained in the Purchased Unit, Seller neither makes nor adopts any warranty whatsoever and specifically excludes express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose.

This warranty is subject to the following terms, conditions, and exclusions, all of which are an integral part hereof.

1. Warranty Exclusions. The following exclusions and limitations apply to Seller's warranty obligations:

(a) Faucet leaks, toilet adjustments, door and door frame adjustments, and floor and wall tile grouting are covered for a period of 60 days after the date of substantial

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

completion set forth above. Thereafter, any repairs or corrections are the responsibility of Purchaser.

(b) Nail or screw pops or cracks in the walls and ceilings are not covered by this warranty since those conditions do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying out of building materials, or of normal settlement of the building, wind loads, or other normal movement of the building components. If abnormal conditions (as determined by Seller) exist with respect to these items, Seller will correct those conditions, but only once, within a reasonable time. Seller will not be liable for repainting, wallpapering, or refinishing any repaired areas.

(c) This warranty does not cover ordinary wear and tear or damage due to misuse or neglect, negligence, or failure to provide proper maintenance. This warranty does not cover items that have been modified or repaired by Purchaser or any items that are installed or constructed pursuant to a separate contract or agreement between Purchaser and any party other than Seller.

(d) This warranty does not cover damage arising from leaks or water infiltration at perimeter walls or any defects in the Common Elements. This warranty does not cover the Common Elements.

(e) This warranty specifically excludes any incidental and consequential damages caused by any defect or breach of warranty.

(f) For the purpose of this warranty, "latent defects" are limited to those defects that are not apparent at the time of the preparation of the Inspection Report but become apparent and written notice of which is given to Seller before expiration of the Warranty Period.

2. **Manufacturer's Warranties.** Certain personal property and equipment within the Purchased Unit are supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Seller is not a warrantor under and does not adopt the manufacturers' warranties. In the event of defects in the products, Purchaser should contact the manufacturers directly. Seller is not responsible for the performance of any manufacturer under its warranty.

3. **Other Items.** No actions taken by Seller to correct defects shall extend the warranty beyond the Warranty Period. No representative of Seller has the authority to expand the scope of or extend the duration of this warranty or to make agreements with respect hereto. Seller shall not be obligated to remedy any defects when otherwise required pursuant to this warranty unless and until Purchaser notifies Seller in writing of the defect and then only if the notification is made before the expiration of the Warranty Period. This warranty shall be null and void as to any particular defect if Purchaser performs repairs to the Purchased Unit in respect to the defect without receiving the prior written consent of Seller. This warranty is not assignable, and any attempted

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

assignment shall render it null and void.

4. Notices. Any notices hereunder shall be personally delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

If to Seller, to: 6457 South Kimbark, LLC, 1416 Techny Road, Northbrook, IL 60062.

If to Purchaser, to the address of the Purchased Unit at\_\_\_\_\_.

Any notices mailed as aforesaid shall be deemed received three business days after deposit in the United States mail. Notice of changes of address for receipt of notices shall be sent in the manner set forth in this Paragraph 4.

Dated this\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_.

**RECEIPT OF CERTIFICATE OF WARRANTY:**

Date: \_\_\_\_\_, 20\_\_.

On this day, the undersigned Purchaser has received the Certificate of Warranty for Unit \_\_\_\_\_ in 6457 South Kimbark Condominium. The undersigned agrees that this Certificate of Warranty is in lieu of any warranty of Seller under the Purchase Agreement or implied at law and shall govern in the event of any conflict or inconsistency between the terms hereof and the Purchase Agreement.

**Purchaser:** \_\_\_\_\_

6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

**EXHIBIT D**

**CERTIFICATE OF WARRANTY:**

(Common Elements)

6457 South Kimbark, LLC, (Seller) warrants the Common Elements in 6455-57 South Kimbark Condominium against defects in the Common Elements arising out of faulty workmanship or material for a period (Warranty Period) of one year from \_\_\_\_\_, 20\_\_ (the closing date), or such shorter period as is hereinafter specified, subject to the terms and conditions set forth herein. Seller's obligations under this warranty shall be limited to repair or replacement, at its option, of the faulty workmanship or material.

The terms used in this Certificate of Warranty that are defined in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants, and Bylaws for 6457 South Kimbark Condominium Association dated \_\_\_\_\_, 20\_\_, and recorded as Document No. \_\_\_\_\_ in the Recorder's Office of Cook County, Illinois, on \_\_\_\_\_, 20\_\_, shall have the same meaning herein as in the Declaration.

This warranty is in lieu of all other warranties of Seller, express or implied (including without limitation any implied warranty of merchantability, habitability, or fitness for a particular purpose), and inures only to the benefit of the Association and not to any Unit Owner individually.

As to any personal property, and as to any consumer product (as that term may be defined under applicable federal, state, or local laws or their implementing regulations) that may be a part of or located in the Common Elements, Seller neither makes nor adopts any warranty whatsoever and specifically excludes express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose.

This warranty is subject to the following terms, conditions, and exclusions, all of which are an integral part hereof.

1. Warranty Exclusions. The following exclusions and limitations apply to Seller's warranty obligations:

(a) Faucet leaks, toilet adjustments, door and door frame adjustments, and floor and wall tile grouting are covered for a period of 60 days after the date of substantial

## 6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

completion of the Common Elements set forth above. Thereafter, any repairs or corrections are the responsibility of the Association.

(b) Nail or screw pops or cracks in the walls and ceilings are not covered by this warranty since those conditions do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying out of building materials, or of normal settlement of the Building, wind loads, or other normal movement of the Building components. If abnormal conditions (as determined by Seller) exist with respect to these items, Seller will correct those conditions, but only once, within a reasonable time. Seller will not be liable for repainting, wallpapering, or refinishing any repaired areas.

(c) This warranty does not cover the ordinary wear and tear or damage due to misuse or neglect, negligence, or failure to provide proper maintenance. This warranty does not cover items that have been modified or repaired by the Association or any Unit Owner or any items that are installed or constructed pursuant to a separate contract or agreement between the Association or any Unit Owner and any party other than Seller.

(d) This warranty does not cover damage arising from leaks or water infiltration at perimeter walls.

(e) This warranty does not cover any portions of the Common Elements with respect to which Seller has not received a subcontractor's warranty or the applicable subcontractor's warranty has expired or any defects not covered by the applicable subcontractor's warranty.

(f) This warranty specifically excludes any incidental or consequential damages caused by any defect or breach of warranty.

2. **Manufacturers' Warranties.** Personal property and equipment constituting part of the Common Elements may be supplied with manufacturers' instructions and warranties. It is recommended that the manufacturers' instruction pamphlets be read and followed. Seller is not a warrantor under and does not adopt any such manufacturers' warranties. In the event of defects in the products, the Association should contact the manufacturers directly. Seller is not responsible for the performance of any manufacturer under its warranty.

3. **Other Items.** No actions taken by Seller to correct defects shall extend the warranty beyond the Warranty Period. No representative of Seller has the authority to expand the scope of or extend the duration of this warranty or to make agreements with respect hereto. Seller shall not be obligated to remedy any defects when otherwise required pursuant to this warranty unless and until the Association notifies Seller in writing of the defect and then only if the notification is made before the expiration of the Warranty Period. This warranty shall be null and void as to any particular defect if the Association or any Unit Owner performs repairs to the Common Elements in respect to the defect without receiving the prior written consent of Seller. This warranty is not assignable, and



6457 SOUTH KIMBARK CONDOMINIUM PURCHASE AGREEMENT

any attempted assignment shall render it null and void.

4. Enforcement. Seller's obligation under this warranty may be enforced by the Association only and not by the Unit Owners individually.

5. Notices. Any notices hereunder shall be personally delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

If to Seller, to: 6457 South Kimbark, LLC, 1416 Techny Road, Northbrook, IL 60062.

If to Purchaser, to the address of the Purchased Unit at\_\_\_\_\_.

Any notice delivered as aforesaid shall be deemed received when delivered, and any notice mailed as aforesaid shall be deemed received three business days after deposit in the United States mail. Notice of changes of address for receipt of notices shall be sent in the manner set forth in this Paragraph 5.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

**RECEIPT OF CERTIFICATE OF WARRANTY**

Date: \_\_\_\_\_, 20\_\_.

On this day, the undersigned Purchaser has received the Certificate of Warranty for common elements in 6457-South Kimbark Condominium. The undersigned agrees that this Certificate of Warranty is in lieu of any warranty of Seller under the Purchase Agreement or implied at law and shall govern in the event of any conflict or inconsistency between the terms hereof and the Purchase Agreement.

Purchaser: \_\_\_\_\_



**Illinois Association of REALTORS®**  
**RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT**



**NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.**

Property Address: 6457 S. Kimbark  
 City, State & Zip Code: Chicago, IL 60637  
 Seller's Name: 6457 S. Kimbark, LLC

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of \_\_\_\_\_, 20\_\_\_\_, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | X | YES                                 | NO                       | N/A                      |  |
|---|-------------------------------------|--------------------------|--------------------------|--|
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.)   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges).   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).     |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.           |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property.  |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes.   |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                    |
|   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: [Signature] Date: 5/26/10  
 Seller: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Prospective Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

### ARTICLE 2: DISCLOSURES

#### 765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. The provisions of the Act do not apply to the following:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.





Illinois Association of REALTORS®



DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

(a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

(b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

X (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

X (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

(e) Purchaser has received copies of all information listed above.

(f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

(g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller [Signature] Date 5/26/10
Seller
Purchaser
Purchaser
Agent
Agent
Property Address 6457 S. Kimbark City, State, Zip Code Chicago, IL 60637



MOLD DISCLOSURE (Buyer and Seller)



Printed Name(s) of Seller(s): 6457 S. Kimbark, LLC

Printed Name(s) of Buyer(s):

Property Address: 6457 S. Kimbark, Chicago IL 60637

- 1. Seller's Disclosure: To the best of Seller's actual knowledge, Seller represents:
A. The Property described above has not been previously tested for molds:
B. The molds found were not identified as toxic molds;
C. With regard to any molds that were found, measures were not taken to remove those molds.

2. Mold Inspection: Molds, fungus, mildew, and similar organisms ("Mold Conditions") may exist in the Property of which the Seller is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding.

3. Hold Harmless: Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agents involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold HASANI STEELE (print name of Broker(s) and Designated Agent(s)) harmless in the event any Mold Conditions are present on the Property.

4. Receipt of Copy: Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer

Date

Seller

Date 5/26/10

Buyer

Date

Seller

Date

REV 01/03

Phone:

Fax:

**FHA DISCLOSURES**  
**AMENDATORY CLAUSE / REAL ESTATE CERTIFICATION**

Buyer(s) \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

Seller(s) \_\_\_\_\_

File No.: \_\_\_\_\_

Property Address : \_\_\_\_\_

**FHA AMENDATORY CLAUSE**

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Borrower	Date
Borrower	Date
Seller	Date
Seller	Date

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

**REAL ESTATE CERTIFICATION**

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

Borrower	Date
Borrower	Date
Seller	Date
Seller	Date
Listing Agent (as applicable)	Date
Selling Agent (as applicable)	Date

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,