

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re)
) Chapter 11
ARS CAPITAL INVESTMENTS, LLC)
) Case No. 15 - 15823
)
)
Debtor.) Judge Pamela S. Hollis

NOTICE OF MOTION

TO: See Attached Service List

PLEASE TAKE NOTICE that on August 9, 2016, at 10:30 a.m., the undersigned will appear before the Honorable Pamela S. Hollis, Bankruptcy Judge at 219 S. Dearborn, Room 644, Chicago, Illinois and will then and there present the attached **MOTION FOR ORDER APPROVING AND/OR AUTHORIZING THE SALE OF 4206 186TH PLACE, COUNTRY CLUB HILLS, ILLINOIS 60478 TO SERGIO GUTIERREZ**, at which time you may appear if you so choose.

**By: S/PAUL M. BACH, OF COUNSEL
BACH LAW OFFICES
COUNSEL FOR DEBTOR(S)
P.O. Box 1285
NORTHBROOK, IL 60062
PHONE: (847) 564-0808
ATTORNEY NO: 6209530**

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**MOTION FOR ORDER APPROVING AND/OR AUTHORIZING THE SALE OF 4206
186TH PLACE, COUNTRY CLUB HILLS, ILLINOIS 60478 TO SERGIO GUTIERREZ**

ARS Capital Investments, LLC (the “Debtor”), by and through their counsel, Paul M. Bach and Penelope N. Bach of Sulaiman Law Group, Ltd. and moves this Court for an order approving and/or authorizing the sale of real property in accordance with Section 363(b) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002 and 6004, and in support thereof, the Debtor states as follows:

Jurisdiction and Venue

1. The Debtor herein filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Code”) on May 4, 2015, (the “*Petition Date*”).
2. The Debtor continues to operate and manage its properties, affairs and assets as debtor-in-possession pursuant to Sections 1107 and 1108 of the Code.
3. No creditors’ committee, trustee or examiner has been sought or appointed in this case.
4. This Court has jurisdiction over this case under 28 U.S.C. § 1334 and this matter is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O).

5. Venue of this proceeding is proper in this district under 28 U.S.C. §§ 1408 and 1409.

Description of Real Estate and Sale

6. The Debtor owns certain real property located at 4206 186th Place, County Club Hills, Illinois 60478 (the “186th Place Property”).

7. As of the Petition Date, the only lien on the 186th Place Property (besides real estate taxes) was a Mortgage executed by ARS Capital Investments, LLC with a payoff balance in the amount of \$79,000.00. There is expected to be minimal proceeds after the payment of past due real estate taxes including penalties and interest.

8. As a result of negotiations between the Debtor and Sergio Gutierrez the Debtor entered into a Real Estate Contract which was accepted on May 14, 2016 (the “Contract”), for the sale of the 186th Place Property to Sergio Gutierrez together with any personal property more particularly described in the Contract. A copy of the Contract is attached hereto as Exhibit “A” and incorporated herein by reference.

9. The 186th Place Property shall be sold on an “AS IS” basis, without representation, warranty or guaranty of any kind, except as otherwise stated in the Contract.

10. Sergio Gutierrez will pay the sum of One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000.00) to Debtor at closing. This amount is higher than stated on the contract and is a result of an appraisal. Any proceeds after the payment of costs of sale including the balance on the mortgage and real estate taxes noted above shall be deposited in the Debtor in Possession Account.

11. Sergio Gutierrez has paid an initial earnest money deposit in the amount of Fifteen Hundred and 00/100 Dollars (\$1,500.00). The balance of the purchase price is to be paid in cash at closing via a mortgage.

Authorization of Sale Pursuant to 11 U.S.C. § 363

12. The offer submitted by Sergio Gutierrez for the 186th Place Property is the best offer that Debtor has received to date for the 186th Place Property, and the price offered by Sergio Gutierrez constitutes fair and reasonable consideration for the 186th Place Property.

13. Sergio Gutierrez is not an insider, agent, employee or a relative of the Debtor and had no relationship whatsoever to the Debtor until the Contract was executed.

14. By and through this Motion, Debtor seeks entry of an Order of authorizing the Debtor to sell the Property and other personal property to Sergio Gutierrez pursuant to the terms and conditions of the Contract, or to such other party as may be deemed the Successful Bidder by this Court as the result of any overbid that may be presented at the hearing on this Motion, in accordance with terms and conditions deemed to be more beneficial to the bankruptcy estate than those contained in the Contract.

15. Section 363(b) of the Code authorizes the sale of the 186th Place Property out of the ordinary course of business of the Debtor after notice and hearing. *In re Vlasek*, 325 F.3d 955, 961 (7th Cir. 2003). Though a sale out of the ordinary course of business lies within the sole discretion of this Court, generally such sales are approved if the proposed sale is supported by the sound business judgment of the Debtor, if the consideration is fair and reasonable and the sale is in good faith.

16. Debtor has analyzed the Contract and alternative avenues for the sale of the 186th Place Property and has determined that, in its business judgment, a sale of the 186th Place

Property to Sergio Gutierrez in accordance with the terms and conditions of the Contract is in the best interest of the bankruptcy estate.

17. Section 363(f) of the Code authorizes Debtor to sell the 186th Place Property free and clear of any interests encumbering the 186th Place Property.

18. The Debtor requests that this Court: (i) authorize the sale of the 186th Place Property pursuant to Section 363(b) of the Code and the terms and conditions described in the Contract, or such other and better terms as may be submitted to the Court; (ii) order the sale of the 186th Place Property be free and clear of all liens, claims, encumbrances or interests of any kind existing on the date of closing except the mortgage; (iii) find that Sergio Gutierrez or any other successful bidder is a good faith purchaser of the 186th Place Property pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that Sergio Gutierrez is not a successor in interest of the Debtor, and that Sergio Gutierrez is entering into the sale in good faith; (iv) overrule any and all objections to the sale; (v) declare that the Debtor has full authority to execute the Contract and to close on the sale of the 186th Place Property, that all appropriate action has been taken and that no further consents or approvals are required for consummation of the Contract; (vi) declare that the sale of the 186th Place Property pursuant to the terms of the Contract is fair, reasonable and in the best interest of the Debtor, their creditors and the bankruptcy estate; (vii) authorize the Debtor to deposit the net proceeds of sale at the closing in the Debtor's Debtor in Possession Account; (viii) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties; (ix) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Order and the Contract; and (xii) grant such other and further relief as may be just and proper to effectuate the sale of the 186th Place Property. The Debtor requests that this Motion be heard

on seven days notice instead of twenty one as the appraisal took longer than expected and closing is set for August 11, 2016.

Payment of Proceeds

19. Debtor acknowledges that all net proceeds of the sale of the 186th Place Property shall be deposited in the Debtor's Debtor in Possession Account.

20. Debtor seeks authority to pay from the proceeds of sale outstanding real estate taxes on the 186th Place Property (2014 and 2015 only), as more fully set forth in the Contract.

WHEREFORE, the Debtor prays that this Honorable Court enter an Order approving this Motion and:

(i) authorize the sale of the real property located at 4206 186th Place, County Club Hills, Illinois 60478 pursuant to Section 363(b) of the Code pursuant to the terms and conditions described in the Contract or such other and better terms as may be submitted at the hearing on this Motion;

(ii) order the sale of the 186th Place Property be free and clear of all liens, claims, encumbrances or interests of any kind, with any valid liens, claims, encumbrances or interests attaching to the proceeds of sale under Section 363(f) of the Code except as to the mortgage;

(iii) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties and is sufficient notice under the circumstances and that notice be shortened to seven days;

(iv) find that Sergio Gutierrez is a good faith purchaser of the 186th Place Property pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that

Purchaser is not a successor in interest of the Debtor, and that Purchaser is entering the sale in good faith;

(v) overrule any and all objections to the sale;

(vi) declare that the Debtor has full authority to execute the Contract or other successful bid and to close on the sale of the 186th Place Property, and that no further consents or approvals are required for consummation of the Contract;

(vii) declare that the sale of the Property pursuant to the terms of the Contract is fair and reasonable and is in the best interest of the Debtor, their creditors and the bankruptcy estate;

(viii) authorize the Debtor to pay the past due real estate taxes and pro rate the 2015 and 2016 real estate taxes to the purchaser at closing;

(ix) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Order and the Contract;

(x) authorize Debtor to pay and/or satisfy at the closing the mortgage and the usual and customary charges;

(xi) grant such other and further relief as may be just and proper.

Date: August 2, 2016

Respectfully submitted,

ARS CAPITAL INVESTMENTS, LLC

By: /s/ Paul M. Bach

Mr. Paul M. Bach, Esq.
Ms. Penelope N. Bach, Esq.
Bach Law Offices
Attorneys At Law
P.O. Box 1285
Northbrook, Illinois 6062
Phone (847) 564 0808



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer Name(s) [please print] SERGIO GUTIERREZ

Seller Name(s) [please print] ARS CAPITAL INVESTMENTS, LLC

If Dual Agency Applies, Complete Optional Paragraph 31.

2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of 7200 commonly known as:

4206 186th PL COUNTRY CLUB HILLS IL 60478

Address City State Zip Cook 31032040240000

County Unit # (If applicable) Permanent Index Number(s) of Real Estate

If Condo/Coop/Townhome Parking is Included: # of spaces(s); identified as Space(s) # [check type] deeded space, PIN: limited common element assigned space.

3. PURCHASE PRICE: The Purchase Price shall be \$ 105,578.00 111,758 ARS After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:

[X] Seller's Brokerage; [] Buyer's Brokerage; [] As otherwise agreed by the Parties, as "Escrowee".

Initial Earnest Money of \$ 1500.00 shall be tendered to Escrowee on or before ___ day(s) after Date of Acceptance. Additional Earnest Money of \$ ___ shall be tendered by ___, 20 ___.

5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at Closing [Check or enumerate applicable items]:

- Refrigerator, Oven/Range/Stove, Microwave, Dishwasher, Garbage Disposal, Trash Compactor, Washer, Dryer, Attached Gas Grill, Central Air Conditioning, Window Air Conditioner(s), Ceiling Fan(s), Intercom System, Backup Generator System, Satellite Dish, Outdoor Shed, Planted Vegetation, Outdoor Play Set(s), Central Humidifier, Water Softener (owned), Sump Pump(s), Electronic or Media Air Filter(s), Central Vac & Equipment, Security System(s) (owned), Garage Door Opener(s) with all Transmitters, All Tacked Down Carpeting, Light Fixtures, as they exist, Built-in or attached shelving, All Window Treatments & Hardware, Existing Storms and Screens, Fireplace Screens/Doors/Grates, Fireplace Gas Log(s), Invisible Fence System, Collar & Box, Smoke Detectors, Carbon Monoxide Detectors

Other Items Included at No Additional Cost: _____

Items Not Included: _____

Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: _____

A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

Address: 4206 186th PL COUNTRY CLUB HILLS IL 60478

44 **6. CLOSING:** Closing shall be on JUNE 17, _____, 20 16 or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

47 **7. POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48 Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49 to the Real Estate to Buyer or to the office of the Seller's Brokerage.

50 **8. MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR
51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.

52 This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventional;
53 FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other _____ loan for 95 %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed 4.5 % per annum, amortized over not less than 30 years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed 0 % of the loan amount. Buyer
57 shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if
58 closing cost credits apply).

59 Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to
60 do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:

61 a) Not later than _____, 20 ____, (if no date is inserted, the date shall be twenty-one (21) days after
62 the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63 confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined
64 in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65 fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
67 specified herein or any extension date agreed to by the Parties in writing.

68 b) Not later than _____, 20 ____, (if no date is inserted, the date shall be sixty (60) days after the
69 Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
70 confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer
71 is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this
72 Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
73 specified herein or any extension date agreed to by the Parties in writing.

74 **A Party causing delay in the loan approval process shall not have the right to terminate under either of the**
75 **preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of**
76 **the dates specified above (as may be amended from time to time), then this Contract shall continue in full**
77 **force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or**
79 **closing of Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this
80 paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
81 loan is conditioned on the sale and/or closing of Buyer's existing real estate.

82 **9. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
83 [check one] has has not received a completed Illinois Residential Real Property Disclosure;
84 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
85 [check one] has has not received a Lead-Based Paint Disclosure;
86 [check one] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial SG Buyer Initial _____ Seller Initial ARS Seller Initial _____
Address: 4206 186th PL COUNTRY CLUB HILLS IL 60478 v6.1

87 [check one] has has not received the Disclosure of Information on Radon Hazards.

88 10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants;
89 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
90 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
91 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
92 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
93 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
94 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
95 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
96 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
97 shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All
98 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
99 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
100 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
101 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
102 this Paragraph shall survive the Closing.

103 11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
104 Parties, by Notice, may:

- 105 a) Approve this Contract; or
- 106 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 107 c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
108 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
109 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
110 shall be null and void; or
- 111 d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
112 declare this Contract null and void and this Contract shall remain in full force and effect.

113 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not
114 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
115 Parties and this Contract shall remain in full force and effect.

116 12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless
117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
118 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based
119 paint hazards or wood-destroying insect infestation.

120 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
121 and are not a part of this contingency. **The fact that a functioning major component may be at the end of**
122 **its useful life shall not render such component defective for purposes of this paragraph.** Buyer shall
123 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
124 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
125 major components of the Real Estate, including but not limited to central heating system(s), central cooling
126 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
127 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
128 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
129 radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

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130 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
131 Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
132 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
133 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
134 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
135 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
136 null and void.

137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
140 shall not include any portion of the inspection reports unless requested by Seller.

141 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
142 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
143 in full force and effect.

144 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an
145 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
146 Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
147 with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
148 served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
149 shall remain in full force and effect.

150 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
151 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
152 Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b),
153 whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
154 force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
155 Disclosure Act.

156 15. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms
157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
158 conflicting terms.

159 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
160 of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all
161 amendments; public and utility easements including any easements established by or implied from the
162 Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
163 imposed by the Condominium Property Act; installments due after the date of Closing of general
164 assessments established pursuant to the Declaration/CCRs.

165 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
166 special assessments confirmed prior to the Date of Acceptance.

167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

170 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
171 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
172 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

Address: ~~4206 186th~~ PL COUNTRY CLUB HILLS IL 60478

173 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
174 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
175 appearance of Buyer or additional documentation, Buyer agrees to comply with same.

176 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
182 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
183 waived this contingency, and this Contract shall remain in full force and effect.

184 f) Seller shall not be obligated to provide a condominium survey.

185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

186 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and
187 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
188 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller
189 (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject
190 only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they
191 do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and
192 payable at the time of Closing.

193 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

194 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
195 closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required
196 by municipal ordinance shall be paid by the Party designated in such ordinance.

197 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
198 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

199 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
200 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
201 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by
202 a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance,
203 subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the
204 Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence
205 of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title**
206 **commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other**
207 **survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or**
208 **encroachments removed, or have the title insurer commit to either insure against loss or damage that may**
209 **result from such exceptions or survey matters or insure against any court-ordered removal of the**
210 **encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect
211 to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or
212 ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and
213 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

214 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
215 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

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216 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
217 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
218 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
219 improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set
220 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
221 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
222 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

224 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
225 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
227 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
229 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
231 shall be applicable to this Contract, except as modified by this paragraph.

232 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
237 and tear excepted.

238 **22. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
240 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
242 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
244 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
245 promptly upon demand.

246 **23. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
247 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
248 written notice from any association or governmental entity regarding:

- 249 a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;
- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- 253 e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

258 Seller further represents that:

Buyer Initial SG Buyer Initial _____ Seller Initial ARS Seller Initial _____
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259 [Initials] ^{DS} SG ARS There [check one] is is not a pending or unconfirmed special assessment
 260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
 261 SG ARS The Real Estate [check one] is is not located within a Special Assessment Area or
 262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
 263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
 265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
 266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

267 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
 268 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

269 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
 270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
 271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
 272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
 273 digital signature may be produced by use of a qualified, established electronic security procedure mutually
 274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
 275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
 276 the digital signature and sending same by electronic mail.

277 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
 278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
 279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
 280 competent jurisdiction."

281 In the event either Party has declared the Contract null and void or the transaction has failed to close as
 282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
 283 order, the Escrowee may elect to proceed as follows:

- 284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
 285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
 286 intends to disburse in the absence of any written objection. If no written objection is received by the date
 287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
 288 to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest
 289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
 290 court of competent jurisdiction.
- 291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
 292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
 293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
 294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
 295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
 296 Escrowee for additional costs and fees incurred in filing the Interpleader action.

297 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
 298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
 299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 300 a) By personal delivery; or

Buyer Initial ^{DS} SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

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- 301 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
- 302 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 303 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 304 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted
- 305 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
- 306 transmission; or
- 307 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 308 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 309 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
- 310 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
- 311 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- 312 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 313 following deposit with the overnight delivery company.

314 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 315 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
 316 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

317 **29. CHOICE OF LAW AND GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
 318 Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
 319 are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

320 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties
 321 and the following additional attachments, if any: _____
 322 _____

323 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

324 [Initials] _____ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 325 consented to _____ (Licensee) acting as a Dual Agent in providing
 326 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
 327 transaction referred to in this Contract.

328 _____ **32. SALE OF BUYER'S REAL ESTATE:**

329 **a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

- 330 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 331 _____
- 332 Address City State Zip
- 333 2) Buyer [check one] has has not entered into a contract to sell Buyer's real estate.
- 334 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 335 a) [check one] is is not subject to a mortgage contingency.
- 336 b) [check one] is is not subject to a real estate sale contingency.
- 337 c) [check one] is is not subject to a real estate closing contingency.
- 338 3) Buyer [check one] has has not listed Buyer's real estate for sale with a licensed real estate broker and
- 339 in a local multiple listing service.
- 340 4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
- 341 service, Buyer [check one]:

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

Address: 4206 186th PL COUNTRY CLUB HILLS IL 60478

342 a) Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
343 listing service within five (5) Business Days after Date of Acceptance.

344 [For information only] Broker: _____
345 Broker's Address: _____ Phone: _____

346 b) Does not intend to list said real estate for sale.

347 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

348 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
349 is in full force and effect as of _____, 20 _____. Such contract should provide for a closing
350 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
351 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
352 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
353 real estate is not served on or before the close of business on the date set forth in this subparagraph,
354 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
355 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
356 be completed.)

357 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
358 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
359 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
360 Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale
361 of Buyer's real estate is served before the close of business on the next Business Day after the date set
362 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
363 in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this
364 Paragraph 32, and this Contract shall remain in full force and effect.

365 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
366 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
367 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
368 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
369 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
370 within the time specified, Buyer shall be in default under the terms of this Contract.

371 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
372 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

373 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
374 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
375 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
376 Paragraph 32 d).

377 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
378 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
379 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
380 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
381 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

- 382 a) By personal delivery effective at the time and date of personal delivery; or
- 383 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
384 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

Buyer Initial SG Buyer Initial _____

Seller Initial ARS Seller Initial _____

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385 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
386 Chicago time on the next delivery day following deposit with the overnight delivery company,
387 whichever first occurs.

388 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

389 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
390 Buyer, this Contract shall be null and void.

391 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
392 Paragraph 27 of this Contract.

393 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
394 representative.

395 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
396 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
397 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
398 specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be**
399 **deemed ineffective and this Contract shall be null and void.**

400 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
401 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

402 _____ **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
403 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
404 _____, 20 _____. **In the event the prior contract is not cancelled within the time specified, this**
405 **Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served**
406 **until after Attorney Review and Professional Inspections provisions of this Contract have expired, been**
407 **satisfied or waived.**

408 SG ARS **34. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost
409 of \$ 500. Evidence of a fully pre-paid policy shall be delivered at Closing.

410 _____ **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1
411 Settlement Statement or Closing Disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to
412 credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

413 _____ **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
414 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
415 **SHALL NOT APPLY [CHOOSE ONLY ONE]:**

416 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing,
417 in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
418 amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
419 Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
420 to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
421 financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
422 availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied
423 with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether
424 intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a
425 material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally.
426 **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or**
427 **closing of Buyer's existing real estate.**

Buyer Initial SG Buyer Initial _____ Seller Initial ARS Seller Initial _____
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428 b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the
429 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
430 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer,
431 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
432 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
433 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
434 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and
435 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
436 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
437 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
438 of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon**
439 **Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with
440 Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
441 or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material
442 breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. **Unless otherwise**
443 **provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's**
444 **existing real estate.**

445 _____ **37. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, required FHA or VA
446 amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage
447 Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan amount.

448 _____ **38. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
449 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria
450 and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
451 Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
452 Closing, stating that the well and water supply and the private sanitary system are in operating condition with no
453 defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
454 if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the
455 Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
456 either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
457 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a
458 mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
459 Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to
460 Closing.

461 _____ **39. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12,
462 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
463 report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
464 appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
465 active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
466 report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
467 Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

468 _____ **40. POST CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the
469 date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
470 utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial SG Buyer Initial _____ Seller Initial ARS Seller Initial _____
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471 deposit in escrow at Closing with _____, [check one] one percent (1%)
 472 of the Purchase Price or the sum of \$ _____ to be paid by Escrowee as follows:
 473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 474 and including the day of delivery of Possession, if on or before the Possession Date;
 475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
 477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
 478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 _____ **41. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As
 481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
 482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those
 483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
 484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold
 485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 486 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is**
 487 **unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,**
 488 **this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and**
 489 **Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.**
 490 **Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate**
 491 **this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges
 492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 _____ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
 494 Estate by _____
 495 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified
 496 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall
 497 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the
 498 Parties and this Contract shall remain in full force and effect.

499 _____ **43. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other
 500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
 501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. **Buyer**
 502 **shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account.** In
 503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
 504 prior to the anticipated Closing date.

505 _____ **44. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
 506 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
 507 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

- | | | |
|---|--|--|
| <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |

Buyer Initial SG Buyer Initial _____
 Address: 4206 186TH PL COUNTRY CLUB HILLS IL 60478

Seller Initial ARS Seller Initial _____

511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
512 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
513 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

514 **MAY 14, 2016** 5-14-2016

515 Date of Offer by: _____ DATE OF ACCEPTANCE _____

516 Sergio Gutierrez _____
517 Buyer Signature _____ Seller Signature **ARS Capital Investments, LLC**

518 _____
519 Buyer Signature _____ Seller Signature Anthony Scales **Manager**
520 **SERGIO GUTIERREZ** _____ **Licensed Broker**

521 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____

522 **6744 S KOSTNER AVE** _____ **P.O. BOX 62** _____

523 Address _____ Address _____

524 **CHICAGO IL 60629** _____ **OLYMPIA FIELDS IL 60461** _____

525 City State Zip _____ City State Zip _____

526 _____
527 Phone E-mail _____ Phone E-mail **708-283-2567 REMTG1@yahoo.com**

528 **FOR INFORMATION ONLY**

529 Goodwill Realty Group, Inc 23959	478025042	A & S Property Services, Inc 61161
530 Buyer's Brokerage	MLS #	State License #
531 579 W North Av Suite 300B Elmhurst	60126	20426 Attica Rd. Olympia Fields 60461
532 Address	City	Zip
533 Efrain Mena 238047	475153291	Anthony Scales 606777 471000263
534 Buyer's Designated Agent	MLS #	State License #
535 7738128826 6306004667		(708) 283-2567 (708) 481-2067
536 Phone	Fax	Phone
537 efrain@callzteam.com		remtg1@yahoo.com
538 E-mail		E-mail
539 _____		THOMAS A. Gilley GilleyLaw10Sbcghl.com
540 Buyer's Attorney	E-mail	Seller's Attorney
541 _____		1820 RIDGE RD HOMEWOOD IL 60430
542 Address	City	State
543 _____		708-798-5010 708-799-5011
544 Phone	Fax	Phone
545 UNIVERSAL MORTGAGE PARTNERS 6309129696		
546 Mortgage Company	Phone	Homeowner's/Condo Association (if any)
547 ROSI MIRCHEVA 6309159696		
548 Loan Officer	Phone/Fax	Management Co./Other Contact
549 ROSI@GOTOUPM.COM		
550 Loan Officer E-mail		Management Co./Other Contact E-mail

551 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

552 Seller rejection: This offer was presented to Seller on _____, 20____ at _____ A.M./P.M. and rejected on _____

553 _____, 20____ at _____ A.M./P.M. [Seller Initials]

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555 www.irela.org (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, September 2015. Illinois Real Estate Lawyers Association · DuPage County Bar Association ·
556 McHenry County Bar Association · Northwest Suburban Bar Association · Will County Bar Association · Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Heartland REALTOR®
557 Organization · Hometown Association of REALTORS® · Illini Valley Association of REALTORS® · Kankakee-Troquois-Ford County Association of REALTORS® · Mainstreet Organization of
558 REALTORS® · North Shore-Barrington Association of REALTORS® · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of
559 REALTORS®

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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.

Property Address: 4206 186TH PLACE
City, State & Zip Code: COUNTRY CLUB HILLS, IL 60478
Seller's Name: ARS CAPITAL INVESTMENTS, 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 05/06, 2015, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date.

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.

- YES NO N/A
1. [X] Seller has occupied the property within the last 12 months. (No explanation is needed.)
2. [X] I am aware of flooding or recurring leakage problems in the crawlspace or basement.
3. [X] I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4. [X] I am aware of material defects in the basement or foundation (including cracks and bulges).
5. [X] I am aware of leaks or material defects in the roof, ceilings or chimney.
6. [X] I am aware of material defects in the walls, windows, doors or floors.
7. [X] I am aware of material defects in the electrical system.
8. [X] 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).
9. [X] I am aware of material defects in the well or well equipment.
10. [X] I am aware of unsafe conditions in the drinking water.
11. [X] I am aware of material defects in the heating, air conditioning, or ventilating systems.
12. [X] I am aware of material defects in the fireplace or woodburning stove.
13. [X] I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14. [X] I am aware of unsafe concentrations of radon on the premises.
15. [X] I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16. [X] 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.
17. [X] I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. [X] I am aware of current infestations of termites or other wood boring insects.
19. [X] I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. [X] I am aware of underground fuel storage tanks on the property.
21. [X] I am aware of boundary or lot line disputes.
22. [X] I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23. [X] 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: 5/6/15
Seller: [Signature] 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: [Signature] Date: 5/14/2016 Time: _____
Prospective Buyer: ABDB5B08261843E 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.

Buyer's initials _____ (optional)



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s) ARS CAPITAL INVESTMENTS, LLC

Printed Name(s) of Buyer(s) _____

Property Address 4206 186th place Country Club Hills, IL 60478

1. SELLER DISCLOSURE. To the best of Seller's actual knowledge, Seller represents:

a. The property described herein has has not been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a. is "has not," then skip b. and c. and go to Section #2.
If answer to a. is "has," then complete b. and c.

b. The molds found were were not identified as toxic or harmful molds;

c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials.

2. SG MOLD INSPECTIONS. Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. RECEIPT OF COPY. Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

Seller: Anthony Scavo
manager

Date: 5/6/15

Seller: _____

Date: _____

DocuSigned by:
Buyer: Dorcas B...
ABD95B08261843E...

Date: 5/14/2016

Buyer: _____

Date: _____

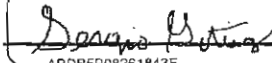
NOTICE AND DISCLOSURE OF REAL ESTATE LICENSE STATUS

PURSUANT TO THE REAL ESTATE LICENSE ACT OF 2000, THE UNDERSIGNED HEREBY ACKNOWLEDGE THIS NOTICE TO ALL PARTIES TO THE REAL ESTATE TRANSACTION FOR THE PROPERTY LOCATED AT:

4206 186th PLACE

COUNTRY CLUB HILLS, IL 60478

THAT **ANTHONY SCALES** IS AN ILLINOIS REAL ESTATE LICENSEE PURCHASING, SELLING, LEASING, TRADING, THE ABOVE REFERENCED PROPERTY FOR HIS OWN PORTFOLIO, AND **"I REPRESENT MYSELF AND DON'T REPRESENT ANYONE ELSE."**

DocuSigned by:

ABD95B08261843E...
Purchaser/ Lessee

Purchaser/ Lessee

DATE 5/14/2016



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 the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- AMS (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- AMS (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)

- DS SG (e) Purchaser has received copies of all information listed above.
- DS SG (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- AS. (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 Anthony Acales Date 5/6/15
 Seller _____ Date _____
 Purchaser Dennis Botwin Date 5/14/2016
 Purchaser _____ Date _____
 Agent Anthony Acales Date 5/6/15
 Agent [Signature] Date 5/14/2016
 Property Address: 4206 186th place
 City, State, Zip Code: Country Club Hills, IL 60478



May 10th, 2016

Dear Sergio Gutierrez,

Congratulations! This Letter is to inform you that you have been PRE-APPROVED for a mortgage on the purchase of the property listed below. The current status of the Pre-Qualification/Pre-Approval is as follows:

RE: TBD

Prequalification, WITHOUT credit review*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation they provided regarding income and down payment has been reviewed by the loan originator listed below. It is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

Prequalification, WITH credit review*:

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation of income, down payment and credit report have been reviewed by the loan originator listed below. After careful review, it is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter. This Prequalification is **WITH** or **WITHOUT** Automated Underwriting approval.

Pre-Approval*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been approved by an Automated Underwriting System issued or accepted by FNMA, FHLMC, HUD or Nationally recognized purchaser/pooler of mortgage loans, and a conditional commitment has been issued. See attached commitment.

Approval*:

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been reviewed by the actual lender's underwriter and conditional commitment has been issued. See attached commitment.

*Please note that nothing contained herein constitutes a loan commitment or guarantee of financing and is used for disclosure purposes only. See actual commitment letter for specific conditions/requirements of the lender. All approvals are subject to satisfactory appraisal, title, and no material change to borrower(s) financial status.

Purchase Price 200,000.00
Loan to Value (LTV): 95%
Type: 30 Year Fixed Conventional

Kind Regards,
ROSI MIRCHEVA
NMLS #228362
VP Of Lending
630-915-9696
rosi@gotoump.com