

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

IN RE:) Case No. 16-05072
John M. Scali, Sr.,)
) Chapter 11
) Judge Thorne
debtor/debtor-in-possession.) (Jointly Administered)

NOTICE OF MOTION

TO: See Attached Service List

PLEASE TAKE NOTICE that on the 19th day of October, 2016, at the hour of 10:00 a.m., or as soon thereafter as counsel can be heard, I shall appear before the Honorable Deborah L. Thorne, Bankruptcy Judge, in room 613 of the United States Bankruptcy Court in the Everett McKinley Dirksen Federal Building, 219 South Dearborn Street, Chicago, Illinois, or before any other Judge who may be sitting in her place and stead and shall present the **Debtor's Motion for Authority to Sell Real Estate Free and Clear of All Liens, Claims and Encumbrances and for Other Relief**, a copy of which is attached hereto and herewith served upon you, and shall pray for the entry of an Order in compliance therewith.

AT WHICH TIME and place you may appear if you so see fit.

/s/Scott R. Clar
Crane, Heyman, Simon, Welch & Clar
135 S. LaSalle St., Suite 3705
Chicago, Illinois 60603
(312) 641-6777

CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath deposes and states that a copy of the foregoing Notice and attached Motion was caused to be served via the Court's Electronic Registration/email/Fax (as indicated) to all parties on the attached service list, on the 13th day of October, 2016 before the hour of 5:00 p.m.

/s/Scott R. Clar

SERVICE LIST

VIA COURT'S ELECTRONIC REGISTRATION:

Patrick S. Layng
United States Trustee
219 S. Dearborn, #873
Chicago, IL 60604
USTPRegion11.ECF@usdoj.gov

Joel H. Shapiro
Kamenear Kadison Shapiro & Craig
20 N. Clark St., #2200
Chicago, IL 60602
jshapiro@kksclaw.com

Jeffrey M. Monberg
Quarles & Brady LLP
300 N. LaSalle St., #4000
Chicago, IL 60654
jeff.monberg@quarles.com

Steven C. Lindberg
Anselmo Lindberg Oliver LLC
1771 W. Diehl Rd., #120
Naperville, IL 60563
bankruptpcy@fallaw.com

Steven B. Chaiken
Henry B. Merens
Adelman & Gettleman, Ltd.
53 W. Jackson Blvd., #1050
Chicago, IL 60604
schaiken@ag-ltd.com
hbm@ag-ltd.com

John Gierum
Gierum & Mantas
2700 S. River Rd., #308
Des Plaines, IL 60018
john@gierummantas.com

VIA FAX:

Timothy M. Nolan
Nolan Law Office
53 W. Jackson Blvd., #1137
Chicago, IL 60604-3702
(312) 322-1106

VIA FIRST CLASS MAIL

Capital One Visa
PO Box 71083
Charlotte, NC 28272-1083

Laner Muchin Ltd.
515 N. State St., #2800
Chicago, IL 60654-4688

Navient
PO Box 8500
Wilkes Barre, PA 18773-9500

Peoples Gas
PO Box 19100
Green Bay, WI 54307-9100

Roberto Villalva
4059 W. Grand, Apt. 2
Chicago, IL 60651

Stella Nanos
5111 Mulligan
Chicago, IL 60630

Wells Fargo Visa
PO Box 51194
Los Angeles, CA 90051-5493

VIA EMAIL:

Pedro Castaneda
@properties

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

IN RE:) Case No. 16-05072
John M. Scali, Sr.,) Chapter 11
) Judge Thorne
debtor/debtor-in-possession.) (Jointly Administered)

DEBTOR'S MOTION FOR AUTHORITY TO SELL REAL ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES AND FOR OTHER RELIEF

JOHN M. SCALI, SR., debtor/debtor-in-possession herein ("Debtor"), by and through his attorneys, makes his Debtor's Motion for Authority to Sell Real Estate Free and Clear of All Liens, Claims and Encumbrances and for Other Relief, pursuant to Section 363 of the Bankruptcy Code and Rules 4001(c) and 6004 of the Federal Rules of Bankruptcy Procedure (the "Motion"), respectfully states as follows:

Introduction

1. On February 17, 2016, the Debtor filed his voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the "Petition Date").
2. The Debtor has been operating his business and managing his financial affairs as debtor-in-possession. No trustee, examiner or committee of unsecured creditors has been appointed to serve in this reorganization case.
3. By this Motion, the Debtor requests authority to sell certain real property located at 1331 N. Pulaski Road, Chicago, Illinois 60651 (the "2-Flat"), pursuant to the

Multi-Board Residential Real Estate Contract, as modified (“Contract”).¹ A copy of the Contract is attached hereto as **Exhibit A**.

4. The Contract is between the Debtor and Anaida Lopez (“Lopez”) and calls for the purchase price of \$227,500 (the “Purchase Price”). The agreement between the Debtor and Bartholomew is that, after costs of sale and broker’s commission and payment of costs of administration in the Debtor and Grand & Pulaski Citgo, Inc.’s Chapter 11 cases, Bartholomew will be paid the sum of \$140,000.

Jurisdiction

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334. This matter constitutes a “core” proceeding within the meaning of 28 U.S.C. Section 157(b)(2).

6. The statutory basis for the relief requested herein is Section 363 and Rules 4001(c) and 6004 of the Federal Rules of Bankruptcy Procedure

Factual Background

7. The Debtor is an individual who is the owner and operator of Grand & Pulaski Citgo, Inc. (“Grand & Pulaski”), which occupies commercial property owned by the Debtor through a land trust of which he is the sole beneficiary (the “Trust”), located at 3949-51, 3953-55 and 3965 a/k/a 3959 W. Grand Ave, Chicago (the Grand Pulaski Property”). The Debtor also owns and resides in a single family residence located at 5111 N. Mulligan, Chicago, Illinois, and the Trust also owns the 2-Flat. The 2-Flat is located adjacent to Grand & Pulaski and is fully rented. Grand & Pulaski collects the rent and manages the 2-Flat.

¹ The Contract contemplates a closing of October 13, 2016, which at the time of the Debtor’s entry into the Contract seemed probable. However, due to the total inaction of Lakeside Bank (“Bank”) and its counsel during many months of the case, with respect to approval of the sale of the 2-Flat and distribution of proceeds therefrom, that date is no longer viable. The Debtor and Michael Bartholomew (“Bartholomew”), assignee of the Bank’s notes from the Debtor and Grand & Pulaski Citgo, Inc., have quickly arrived at an agreement for the distribution of the proceeds of sale of the 2-Flat.

8. The Grand Pulaski Property is comprised of a gas station, convenience store, car wash and Dunkin Donuts franchise. Grand & Pulaski is itself a Chapter 11 debtor in related case no. 16-05081, represented by separate counsel. Grand & Pulaski pays rent to the Debtor on a monthly basis, consisting of the monthly accrual of real estate taxes and property insurance, and the amount of the monthly mortgage payment owed to Lender. Grand & Pulaski also pays utilities for the Grand Pulaski Property.

9. The Debtor filed his Chapter 11 case in order to achieve restructuring of secured and unsecured debt, and also due to a private lawsuit filed against the Debtor by a non-employee under the Fair Labor Standards Act (the "FLSA Action").

10. Based upon the underlying loan documents of the Bank, the 2-Flat and rents collected therefrom were the collateral of the Bank, and are now part of Bartholomew's collateral.

11. In order to accomplish sale of the 2-Flat, the Debtor has previously employed @properties, pursuant the Order of this Court dated July 19, 2016. A copy of the Order employing @properties is attached hereto as **Exhibit B**. @properties procured the contract to sell the 2-Flat.

Sale of the 2-Flat

12. The contract provides for the sale of the 2-Flat to Lopez, free and clear of all liens, claims and encumbrances, in "as is" condition.

13. Bartholomew has a secured interest in the proceeds of sale, and has agreed as set forth above as to the distribution of proceeds. There are no other liens, claims and encumbrances attaching to the 2-Flat.

14. The purchase price for the 2-Flat is representative of fair value for the 2-Flat, according to comparable sales and values as supplied by @properties.

Relief Requested

15. The Debtor requests authority to take any steps necessary to close the sale of the 2-Flat.

16. The Debtor further requests that any additional valid liens that are discovered in connection with the 2-Flat, attach to the proceeds at closing.

17. The Debtor requests that distributions from the proceeds of sale be allowed to:

- a. Bartholomew - \$140,000;
- b. All normal closing costs, including but not limited to, transfer tax, title insurance and proration of real estate taxes;
- c. Broker's commission to @properties; and
- d. Subject to court approval of motions for fees filed by counsel for the Debtor and Grand & Pulaski, and costs of administration in the form of attorneys' fees.

18. Debtor has given seven (7) days notice to the Motion to all creditors, and the Debtor requests that notice given be deemed sufficient, particularly since there are no proceeds available for unsecured creditors, and Bartholomew, as secured creditor, has agreed to receive less than full amount of the sale proceeds.

WHEREFORE, for the foregoing reasons, John M. Scali, Sr., debtor/debtor-in-possession herein prays for the entry of an Order as follows:

- A. Authorizing the Debtor to sell the real property located at 1331 N. Pulaski Rd., Chicago, Illinois to Anaida Lopez pursuant to the terms of the Contract attached hereto as Exhibit A, free and clear of all liens, claims and encumbrances, with all valid liens to attach to the proceeds;

- B. Authorizing the Debtor to close and to distribute from the proceeds of sale the amounts referenced in paragraph 17 above, subject to the filing of fee applications by counsel for the Debtor and Grand & Pulaski, with sufficient funds to be escrowed out of the proceeds for purposes of paying costs of administration in both Chapter 11 case;
- C. Deeming that the notice given is sufficient; and
- D. For such other and further relief as is just and equitable.

Respectfully submitted:

John M. Scali, Sr.
debtor/debtor-in-possession

By: /s/Scott R. Clar
One of their Attorneys

DEBTOR'S COUNSEL:

Scott R. Clar
(Atty. No. 06183741)
Brian P. Welch
(Atty. No. 6307292)
Crane, Heyman, Simon, Welch & Clar
135 South LaSalle Street, Suite 3705
Chicago, IL 60603
(312) 641-6777
W:\MJO2\Scali\Sell Real Estate.mot and NOM.wpd

EXHIBIT A



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



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

2 Buyer Name(s) [please print] Anaida Lopez

3 Seller Name(s) [please print]

4 If Dual Agency Applies, Complete Optional Paragraph 31.

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

8 1331 N Pulaski Rd, Chicago, IL 60651

9 Address City State Zip
10 16021230090000

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

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

14 3. PURCHASE PRICE: The Purchase Price shall be \$ ~~220,000~~ 227,500. After the payment of
15 Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at
16 Closing in "Good Funds" as defined by law.

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

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

19 Initial Earnest Money of \$ 1,000 shall be tendered to Escrowee on or before 2 day(s) after Date
20 of Acceptance. Additional Earnest Money of \$ n/a shall be tendered by _____.

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

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

35 Other Items Included at No Additional Cost: _____

37 Items Not Included: _____

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

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

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

Buyer Initial Buyer Initial

Seller Initial Seller Initial

Address: 1331 N Pulaski Rd, Chicago, IL 60651

44 6. **CLOSING:** Closing shall be on 09/29/2016 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 96.5 %
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 % 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 _____, (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 _____, (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 AL Buyer Initial

Seller Initial Seller Initial

Address: 1331 N Pulaski Rd, Chicago, IL 60651

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 \$ n/a
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 Buyer Initial

Seller Initial Seller Initial

Address: 1331 N Pulaski Rd, Chicago, IL 60651

v6.1

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  Buyer Initial 

Seller Initial  Seller Initial 

Address: 1331 N Pulaski Rd, Chicago, IL 60651

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.

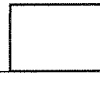

193 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

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  Buyer Initial 

Seller Initial  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  Buyer Initial 

Seller Initial  Seller Initial 

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259 [Initials] 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 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 Buyer Initial

Seller Initial Seller Initial

Address: 1331 N Pulaski Rd, Chicago, IL 60651

- 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 Buyer Initial

Seller Initial Seller Initial

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

[For information only] Broker: _____

Broker's Address: _____ Phone: _____

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

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

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

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



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



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

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

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

- a) By personal delivery effective at the time and date of personal delivery; or
- b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be 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  Buyer Initial 
08/24/16
10:23PM CDT

Seller Initial  Seller Initial 

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


- 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

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

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

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

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

 **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, **and if not, such lesser amount as the lender permits,** Seller agrees to credit \$ 6,500 _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

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

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

Buyer Initial  Buyer Initial

Seller Initial 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 Buyer Initial

Seller Initial 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]:

- 508 Articles of Agreement for Deed Assumption of Seller's Mortgage Commercial/Investment
509 or Purchase Money Mortgage Cooperative Apartment New Construction
510 Short Sale Tax-Deferred Exchange Vacant Land

Buyer Initial  Buyer Initial

Seller Initial Seller Initial

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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 _____
 515 Date of Offer _____ DATE OF ACCEPTANCE _____
 516 Anaida Lopez dotloop verified 08/24/16 10:23PM CDT 5423-GX84-LASK-LPD2 _____
 517 Buyer Signature _____ Seller Signature _____
 518 _____
 519 Buyer Signature _____ Seller Signature _____
 520 Anaida Lopez _____
 521 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____
 522 _____
 523 Address _____ Address _____
 524 _____
 525 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 526 _____ anaidalopez@gmail.com _____
 527 Phone _____ E-mail _____ Phone _____ E-mail _____



528 **FOR INFORMATION ONLY**

529 EXIT Strategy Realty _____ @properties _____ 14703
 530 Buyer's Brokerage _____ MLS # _____ State License # _____ Seller's Brokerage _____ MLS # _____ State License # _____
 531 2235 W, North Ave., Chicago, IL 60647 _____ 618 w fulton Chicago il 60661 _____
 532 Address _____ City _____ Zip _____ Address _____ City _____ Zip _____
 533 Grace Martinez _____ 36671 _____ Pedro Castaneda _____
 534 Buyer's Designated Agent _____ MLS # _____ State License # _____ Seller's Designated Agent _____ MLS # _____ State License # _____
 535 773-520-2344 _____ 3124910200 _____
 536 Phone _____ Fax _____ Phone _____ Fax _____
 537 grace@gracemartinez.com _____ pedro@atproperties.com _____
 538 E-mail _____ E-mail _____
 539 _____
 540 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____
 541 _____
 542 Address _____ City _____ State _____ Zip _____ Address _____ City _____ State _____ Zip _____
 543 _____
 544 Phone _____ Fax _____ Phone _____ Fax _____
 545 Inlanta Mortgage _____ 630-842-3328 _____
 546 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____
 547 Michael Plating _____
 548 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____
 549 michaelplating@inlanta.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 _____ at _____ A.M./P.M. and rejected on _____
 553 _____ at _____ A.M./P.M. [Seller Initials]

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
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EXHIBIT B

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 16-05072
JOHN M. SCALI, SR.)	(Jointly Administered)
)	Chapter: 11
)	Honorable Deborah L. Thorne
)	
Debtor(s))	

**ORDER AUTHORIZING EMPLOYMENT OF
REAL ESTATE BROKER AND APPROVE EXCLUSIVE SALES AND MARKETING
BROKERAGE AGREEMENT**

THIS MATTER COMING TO BE HEARD upon the motion of JOHN M. SCALI, SR., debtor/
debtor-in-possession herein, to Employ Pedro Castaneda and World Properties d/b/a @properties
("@properties") and for Authority to Enter Into Exclusive Sales and Marketing Brokerage Agreement
(the "Listing Agreement"); due and proper notice of this hearing having been provided to all parties
entitled thereto; no objections having been interposed; this Court being fully advised in the premises;

IT IS HEREBY ORDERED that:

- A. The Debtor shall be authorized to retain Pedro Castaneda and @properties as his real estate broker pursuant to the terms of the Listing Agreement attached to the motion as Exhibit A;
- B. The Debtor is authorized to enter into the Listing Agreement; and
- C. The Debtor is authorized to pay @properties according to the terms of the Listing Agreement at closing in the event of sale of the real property located at 1331 N. Pulaski Road, Chicago, Illinois.

Enter:

ENTERED

JUL 19 2016
United States Bankruptcy Judge

DEBORAH L. THORNE BANKRUPTCY JUDGE
UNITED STATES BANKRUPTCY COURT

Dated:

Prepared by:

DEBTOR'S COUNSEL:

Scott R. Clar

(Atty. No. 06183741)

Brian P. Welch

(Atty. No. 6307292)

Crane, Heyman, Simon, Welch & Clar

135 South LaSalle Street, Suite 3705

Chicago, IL 60603

(312) 641-6777

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