

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

IN RE)
MARIA S. RODRIGUEZ) Case No. 16-11959
Debtor, Debtor In Possession,) Hon. Deborah L. Thorne
) Chapter 11

**Notice of Motion to Sell Real Estate Free and Clear of Liens Pursuant to
Section 363(f), and to Pay Customary Closing Costs, Shorten Notice Period
AND FOR OTHER RELIEF**

To: See Attached Service List

Notice of Hearing on Motion: On August 10, 2016, at 10:00 a.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Deborah Thorne, United States Courthouse, 219 South Dearborn Street, Room 613, Chicago, Illinois, and shall then and there present Motion of the Debtor-in-Possession to Sell Real Estate Free and Clear of Liens Pursuant to Section 363(f) and to Pay Broker's Commission and Customary Closing Costs, a true and correct copy of which is enclosed with this notice and hereby served upon you.

Property to be Sold:

7142 Riverside Drive, Berwyn IL 60402; Price \$400,000.00

Proposed Payments to be Made at Closing of Sale of Property: At the closing of the sale of the Property, Trustee seeks authority to the pay the following from the proceeds of the sale: 1) delinquent/and or prorated real estate taxes real estate taxes and other customary closing costs including the amount of attorney fees of \$2500.00 for the special counsel James Jimenez for closing; 2) Net proceeds to be paid to Forman Real Property LLC.

Objections to Motion: Pursuant to Rule 6004(b) of the Federal Rules of Bankruptcy Procedure, objections, if any, to the proposed Sale of the Property or the payment of the Broker's commission as described in the Motion **must be filed on or before August 9, 2016** with the Clerk of the United States Bankruptcy Court, 219 South Dearborn Street, Chicago, IL 60604, with a copy to be served concurrently on counsel for the Debtor-in-Possession whose name and address is set forth below.

/s/ Richard L. Hirsh
Attorney for Maria Rodriguez
Debtor-in-Possession

Certificate of Service

I, Richard L. Hirsh, hereby certify that on August 3, 2016, I caused a true and correct copy of the foregoing Notice and the Motion identified therein, including all exhibits and a proposed order, to be served upon the persons identified on the attached service list, either electronically via CM/ECF or by first class mail, postage prepaid from Lisle, Illinois or by facsimile transmission, as indicated on the service list.

/s/ Richard L. Hirsh

Richard L. Hirsh
Richard L. Hirsh, P.C.
1500 Eisenhower Lane, #800
Lisle, IL 60532
630 434-2600
Atty. #1225936

Case 16-11959

A/r Concepts
18-3 E Dundee Rd
Barrington, IL 60010-5275

Bank Of America
4909 Savarese Cir
Tampa, FL 33634-2413

Bank of America, N.A., et al
c/o PROBER & RAPHAEL, A LAW CORPORATION
20750 Ventura Boulevard, Suite 100
Woodland Hills, California 91364-6207

CHRYSLER CAPITAL
P.O. BOX 961275
FORT WORTH, TX 76161-0275

Com Ed -- Exelon Corporation
10 S. Dearborn -- Attn Legal Dept.
PO Box 805398
Chicago, IL 60680-4183

Forman Real Property LLC
680 N. Lake Shore Dr., 19th FL
Chicago, IL 60611-4548

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Med Business Bureau
1460 Renaissance D
Park Ridge, IL 60068-1349

Merchants Credit
223 W Jackson Blvd
Ste 700
Chicago, IL 60606-6914

Bank of America, N.A., et al
c/o Prober & Raphael, A Law Corporation
20750 Ventura Boulevard, Suite 100
Woodland Hills, CA 91364-6207

Anesthesiologists, Ltd.
185 Penny Avenue
East Dundee, IL 60118-1455

Bank Of America
Nc4-102-03-14
Po Box 26012
Greensboro, NC 27420-6012

Bill Smith via ECF
Smith & Brown
8102 W 119th Street #150
Palos Park, IL 60464-3081

CITY OF BERWYN
6700 W. 26TH ST
Berwyn, IL 60402-0701

DuPage Medical Group
1100 W. 31st St., Suite 300
Downers Grove, IL 60515-5512

Forman Real Property LLC
c/o Earl E. Farkas, Registered Agen
1 E. Wacker Dr., Suite 1700
Chicago, IL 60601-1814

Juan Manuel Rosales
6831 30th Pl
Berwyn, IL 60402-3011

Med Business Bureau
1460 Renaissance Dr
Suite 400
Park Ridge, IL 60068-1349

Merchants Credit
223 W Jackson Blvd Ste 4
Chicago, IL 60606-6914

U.S. Bankruptcy Court
Eastern Division
219 S Dearborn
7th Floor
Chicago, IL 60604-1702

Bank Of America
1800 Tapo Canyon
Simi Valley, CA 93063-6712

Bank Of America
Nc4-105-03-14
Po Box 26012
Greensboro, NC 27420-6012

CHICAGO TITLE LAND TRUST COMPANY
10 S LASALLE STREET
SUITE 2750
Chicago, IL 60602

COM ED
PO BOX 6111
Carol Stream, IL 60197-6111

FORMAN REAL PROPERTY LLC via ECF
c/o SMITH AND BROWN, William Smith
8102 W. 119th Street, Suite 150
Palos Park, IL 60464-3081

Hinsdale Orthopaedics
550 W. Ogden Ave.
Hinsdale, IL 60521-0528

Loyola University Health System
2160 S. First Ave.
Maywood, IL 60153-3328

Medicredit Inc.
Po Box 1629
Maryland Heights, MO 63043-0629

Miranda E. Byrd via ECF
Kaplan Papadakis & Gournis, PC
180 N Lasalle St Ste 2108
Chicago, IL 60601-2701

NICOR
PO BOX 5401
Carol Stream, IL 60197-5401

NICOR
PO BOX 5407
CAROL STREAM, IL 60197-5407

Northwestern Memorial Hospital
Business Office and Cashier
251 E. Huron
Chicago, IL 60611-2908

Prospect Federal
11139 S. HARLEM AVE
Worth, IL 60482-1855

Santander Consumer USA
Po Box 961275
Fort Worth, TX 76161-0275

State Farm Insurance
PO Box 44110
Jacksonville, FL 32231-4110

Victor Satas
5727 W Cermak Rd #1
Cicero, IL 60804-2129

Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521-3489

(p)VON MAUR INC
6565 BRADY STREET
DAVENPORT IA 52806-2054

Waterfall Asset Management LLC
1140 Avenue of the Americas
7th Floor
New York, NY 10036-5803

Waterfall Olympic Master
Fund Gr Tr
1140 Ave of the Americas
7th Fl
New York, NY 10036-5803

William Quinn
9155 W Cermak Rd
Riverside, IL 60546-1060

MARIA S. RODRIGUEZ
917 WALNUT DR.
Darien, IL 60561-4563

Patrick Kennelly
Patrick Kennelly and Intrra Realty, LLC
5758 W. 35 Street
Cicero, IL 60804-4379

Patrick S Layng via ECF
Office of the U.S. Trustee, Region 11
219 S Dearborn St
Room 873
Chicago, IL 60604-2027

Ericka Pino
Predrag Milic
via facsimile 708/442-6387

Douglas A. Hanson
Attorney at Law
via facsimile 312/565-8300

Joshua Jones
3822 Harrison Ave.
Brookfield, IL 60513-1518

James Jimenez
Attorney at Law
6514 W. Cermak Rd.
Berwyn, IL 60402
via facsimile 708/749-3234

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

IN RE)
MARIA RODRIGUEZ) Case No. 16-11959
Debtor, Debtor In Possession,) Hon. Deborah L. Thorne
) Chapter 11

**Motion to Sell Real Estate Free and Clear of Liens Pursuant to
Section 363(f), and to Pay Customary Closing Costs, Shorten Notice Period
AND FOR OTHER RELIEF**

Now comes, Maria Rodriguez, Debtor-in-Possession, by her attorney Richard L. Hirsh, pursuant to 11 U.S.C. § 363(b) and (f), and respectfully requests this Court to enter an order i) authorizing her to sell real property commonly known as 7142 Riverside Drive, Berwyn, IL 60402 ("Property"), ii) authorizing Debtor-in-Possession to sell the Property free and clear of all liens, claims and interests, with any such liens, claims or interests, if any, to attach to the proceeds of sale, iii) vacating that part of the order entered on June 9, 2016, allowing the prior sale of the property, and v) allowing and authorizing payment of customary closing costs and attorney fees. In support thereof, Debtor-in-Possession states as follows:

Introduction

1. Debtor commenced this case by filing her voluntary petition for relief under chapter 11 of the Bankruptcy Code ("Code") on April 7, 2016.
2. Maria Rodriguez is the duly acting Debtor-in-Possession. As such she has all the rights and powers of a Trustee pursuant to 11 U.S.C. §1101, et seq.
3. Among the assets belonging to this Estate are three parcels of real property as follows:
 - a. 7142 Riverside Drive, Berwyn IL 60402 IL 60804.
4. Title to this property is held by Chicago Title Land Trust Company as successor trustee under trust #117474 dated . Debtor-in-Possession Maria Rodriguez is the owner of the beneficial

interest of that land trust.

5. A mortgage in favor of Forman Real Property LLC, as assignee to First Security Savings Bank was recorded against the Property in 2003.
6. In addition, Water Fall Olympic Master Fund Trust, Series II, currently holds a second mortgage originated by Citizens Community Bank of Illinois recorded in 2005 on 5758 W. 35th Street, Cicero, IL, however that is due to be released as it is believed that Water Fall was paid the settlement amount on sale of the property as 5758 W. 35th Street, Cicero IL.

Offer to Purchase Property

7. On May 19, 2016, Debtor entered in to a contract for sale to Joshua M. Jones or assigns in the amount of \$390,000.00; Mr. Jones is a party not an insider of the Debtor-in-Possession.
8. On June 8, 2016 the Debtor presented a motion to sell the property on Riverside to Joshua Jones. This court approved the sale of the Riverside Property to Mr. Jones for \$390,000 and it included a 2.5% real estate commission by order entered Jun 9, 2016.
9. The property was sold "as is". As part of the due diligence dealings between the parties code violations were disclosed by the Debtor to the buyer's broker/agent on May 8. 2016.
10. Subsequent to the expiration of the due diligence and other contingency periods, the buyer demanded a reduction in price of \$10,000.00. Debtor has determined not to accede to that demand and has declared the contract canceled in accordance with the terms of the contract. See Exhibit A, notice to the buyer regarding cancellation.
11. Debtor has now entered in to a new contract for the sale of the Riverside property, a copy of which is attached as Exhibit B. The contract price is \$400,000. The buyers are Ericka Pino and Predrag Milic. One of the buyers is the selling broker and has agreed to waive the commission. According there will be no commission in this sale because Maria Rodriguez

is waiving her commission on this sale as well.

12. This new contract is worth at least \$20,000 more to the estate and the secured creditors as a result of the higher price, waiver of commissions; and in contrast to the prior buyer's demand for a price reduction, another \$10,000 is preserved.
13. The Purchase Price was reached for the property as a result of negotiations between Maria Rodriguez and Purchaser. The Debtor-in-Possession is a licensed broker who engages in her business in the locale of the properties. She is waiving the commission in these transactions although she is the listing agent.
14. Debtor-in-Possession believes the Purchase Price is fair and reasonable and represents the highest and best price for the Properties.

Sale Free and Clear of Lien Claims

15. Debtor-in-Possession requests that the order approving the sale of the Properties provide that the Properties will be sold free and clear of liens, with all liens, claims or interests, if any, to attach to the proceeds of sale in accordance with §363(b) and 363 (f) of the Code.

Payment of Closing Costs

16. Debtor-in-Possession will incur customary closing costs, including costs for recording fees, transfer taxes and title insurance charges in connection with the closing of the sale of the Properties for which the Estate is obligated pursuant to the Sales Contract. In addition, any real estate taxes which remain unpaid and the prorated portion of real estate taxes which have been assessed but are not yet due and payable must be paid or credited to the Purchaser at the closing of the sale of the Property. All such charges are either administrative expenses of this Estate or are amounts secured by liens against the Property which must be paid at closing in order to deliver good title to Purchaser and comply with the Sales Contract. Accordingly,

Debtor-in-Possession requests that she be authorized to pay or permit a credit against the Purchase Price for all customary closing costs and the real estate taxes at the closing of the sale of the Property from the proceeds of sale.

17. The court previously approved a fee of \$1500.00 for attorney James Jimenez for the closing on this property. Mr. Jimenez has expended a great amount of time on the first contract. In order to adequately compensate him, it is requested that the for closing the new contract and for work on the prior contract that the flat fee to be paid to Mr. Jimenez be increased to the amount of \$2500.00.
18. The first contract for sale of this Riverside property was approved in the Amended Agreed order entered on June 9, 2016, docket #70. That included approval of the contract with Mr. Jones. Accordingly, the proposed order submitted with this motion amends that order by vacating that portion of the order approving the sale to Mr. Jones. Notice of this motion has been served upon Mr. Jones and his attorney.

Notice to Creditors

19. Debtor-in-Possession has provided 7 days' notice of this Sale Motion to the Debtor, Debtor's counsel, the prospective buyer, the United States Trustee and the creditors on the Service List approved by serving a copy of this Sale Motion on such parties, in compliance with Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Maria Rodriguez, Debtor-in-Possession, debtor, requests this Court to enter an order:

- A) Authorizing Debtor-in-Possession to sell the property at 7142 Riverside Drive, Berwyn IL to Ericka Pino and Predrag Milic pursuant to terms of the contract attached hereto as exhibit B.

- B. Authorizing Debtor-in-Possession to sell the Properties to the new Purchasers free and clear of all liens, claims and interests, with all liens, claims and interests, if any, to attach to the proceeds of sale as provided in the order entered previously on June 9, 2016;
- C. Authorizing Debtor-in-Possession to execute any and all documents necessary or proper to transfer title to and close the sale of the Properties;
- D. Authorizing a flat fee payment to attorney James Jimenez in the amount of \$2500 to be paid from the proceeds of sale;
- E. Authorizing Debtor-in-Possession to pay from or provide a credit against the proceeds of sale for the amounts due and owing on the Mortgages and on account of real estate taxes and all other customary costs of sale for which Debtor-in-Possession is responsible under the terms of the respective sales contracts;
- F. That said order contain language which amends or clarifies the order of June 9, 2016, to reflect that sale of the Riverside property which is approved is that which is attached as Exhibit B and which also reflects that the approval of the prior contract with Mr. Jones is revoked.
- G. Shortening the notice hereof to 7 days as given.
- H. For such other and further relief as this Court deems proper.

Respectfully submitted,

Maria Rodriguez
Debtor-in-Possession

By: /s/Richard L. Hirsh

Richard L. Hirsh
Richard L. Hirsh, P.C.
1500 Eisenhower Lane, #800
Lisle, IL 60532
630 434-2600
Atty. #1225936

James A. Jimenez & Associates
Attorney at Law
6514 West Cermak Road - Berwyn - Illinois -60402
Phone: 708-749-3200 - Fax: 708-749-3234
E-Mail : jajlaw77@yahoo.com

July 26, 2016

Facsimile to (312) 565-8300

Douglas A. Hanson
Attorney at Law

RE: CT & T #117474 to Jones
7142 Riverside Drive,
Berwyn, Il. 60402

Dear Mr. Hanson:

Relative you your last letter dated July 13, 2016 both my client and her secured creditors agree that my client is not obligated to accept your client's demand for a price reduction of \$10,000 attributed to the physical condition of the property in question. This is especially true in light of the fact that the seller has demonstrated that the purchaser was well aware of the code violations and AS IS sale condition of the property as gleaned from the email dated May 8, 2016 from Greg Cirone, as agent for the purchaser, which was brought to your attention in my letter to you dated July 11, 2016. As you know, the present contract has the effective date of May 19, 2016.

As such, my client has directed me to invoke the provisions of paragraphs 11 (c) and 12 (b) of the sales contract to declare this contract null and void due to the failure of the purchaser to seek to extend the terms and provisions of the attorney review in paragraph 11 (c) and the inspection review in paragraph 12 (b) along with the respective disagreement over repairs and/or repair credits inherent in your previous letters commencing June 23, 2016 and my responses thereto.

Accordingly, my client will execute a termination and release of earnest to the purchaser.

Very Truly Yours,



James A. Jimenez

TRANSMISSION VERIFICATION REPORT

TIME : 07/27/2016 00:28
NAME :
FAX :
TEL :
SER.# : 000G1N932934

| | |
|--------------|-----------------|
| DATE, TIME | 07/27 00:28 |
| FAX NO./NAME | 13125658300 |
| DURATION | 00:00:23 |
| PAGE(S) | 01 |
| RESULT | OK |
| MODE | STANDARD ECM |

James A. Jimenez & Associates
Attorney at Law
6514 West Cermak Road - Berwyn - Illinois -60402
Phone: 708-749-3200 - Fax: 708-749-3234
E-Mail : jajlaw77@yahoo.com

July 26, 2016

Facsimile to (312) 565-8300

Douglas A. Hanson
Attorney at Law

RE: CT & T #117474 to Jones
7142 Riverside Drive,
Berwyn, Il. 60402

Dear Mr. Hanson:

Relative you your last letter dated July 13, 2016 both my client and her secured creditors agree that my client is not obligated to accept your client's demand for a price reduction of \$10,000 attributed to the physical condition of the property in question. This is especially true in light of the fact that the seller has demonstrated that the purchaser was well aware of the code violations and AS IS sale condition of the property as gleaned from the email dated May 8, 2016 from Greg Cirone, as agent for the purchaser, which was brought to your attention in my letter to you dated July 11, 2016. As you know, the present contract has the effective date of May 19, 2016.



MAINSTREET ORGANIZATION OF REALTORS® COMMERCIAL SALES CONTRACT



FROM: (Buyer) Erica Pino + Predrag Milic

TO: (Seller) CCR / Chicago Title & Trust #117474 DATE: 7-18-16
MARIA Rodriguez AS Beneficiary
Licensed Realtor in IL

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
7142 Riverside Dr. Berwyn Cook IL 60402
Street City County State Zip

lot size approximately 50x112, Permanent Index No.: 1630308045000 together with improvements thereon.

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

Any personal property not specifically included shall be deemed excluded. 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.

1. **PURCHASE PRICE:** Purchase Price of \$ 380,000 400,000 E.P.H. shall be paid as follows:
Initial earnest money of \$ 5,000 by check, cash OR note due on Acceptance, 20 _____, to be increased to a total of \$ _____ by _____, 20 _____. The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

2. **CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on 60 days from Acceptance, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

3. **FINANCING:** This contract is contingent upon the ability of Buyer to secure within 55 days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ 285,000, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed 5 %, said loan to be amortized over a minimum of 2.5 years, with a loan service charge not to exceed 1 %. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's

Buyer Initial E.P. Buyer Initial P.M. Seller Initial _____ Seller Initial M.R.
Address 7142 Riverside Dr. Berwyn, IL 60402
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58 option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage
59 commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material
60 terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial
61 information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter
62 unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null
63 and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer.

64
65 **4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 105 % of most recent
66 ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area
67 tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard
68 insurance shall be prorated to date of possession. The Parties-hereeto agree to re-prorate any unbilled real estate tax bill prior to the date
69 of Closing.

70
71 **5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

72
73 **6. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by
74 Notice, may:

- 75 (a) Approve this Contract; or
- 76 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money
77 refunded to the buyer upon written direction as required by law; or
- 78 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written
79 agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may
80 terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the
81 buyer upon written direction as required by law; or
- 82 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract
83 null and void and this Contract shall remain in full force and effect.

84 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the
85 time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in
86 full force and effect.

87
88 **7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition
89 of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s)
90 selected by Buyer, within 10 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and
91 against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If
92 written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and
93 this Contract shall remain in full force and effect.

94
95 **8. DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to
96 the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses,
97 existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all
98 documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller
99 shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or
100 appropriate.

101
102 **9. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this
103 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 104 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
105 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements
106 including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and
107 Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the
108 Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the
109 Declaration of Condominium/Covenants, Conditions and Restrictions.
- 110 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments
111 confirmed prior to the Date of Acceptance.
- 112 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by
113 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to
114 the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other
115 pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within

| | | | |
|--|-------------------------|----------------|--------------------------|
| Buyer Initial <u>LP</u> | Buyer Initial <u>PM</u> | Seller Initial | Seller Initial <u>MR</u> |
| Address <u>7142 Riverside Dr. Berwyn, IL 60402</u> | | | |
| (Page 2 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS® | | | |

116 the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
117 Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply
118 with same.

119 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in
120 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents
121 would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to
122 Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller
123 written notice within five (5) Business Days after the receipt of the documents and information required by
124 Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served
125 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in
126 full force and effect.

127 (e) Seller shall not be obligated to provide a condominium survey.

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

129
130 10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or
131 Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending
132 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or
133 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special
134 Service Area, the following applies:

135 1. There [check one] is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable
136 by Seller after date of Closing.

137 2. The Real Estate [check one] is not located within a Special Service Area, payments for which will not be the
138 obligation of Seller after date of Closing.

139 If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not
140 acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to
141 declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the
142 term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall
143 remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims
144 of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required
145 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in
146 full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this
147 contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing
148 fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and
149 will be so at the time of closing.

150
151 Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located
152 on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____
153

154 and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or
155 regulation and the Property is not located within any designated legislative "superfund" area, except for: _____
156

157
158 Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code
159 violations which exists on the date of this contract from any city, village, or other governmental authority.

160
161 11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this
162 contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession
163 of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver
164 assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after
165 the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject
166 to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's
167 disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer
168 and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

169
170 12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time
171 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title
172 insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of
173 Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing

Buyer Initial E.P. Buyer Initial J.M. Seller Initial _____
Address 714 Riverside Dr. Berwyn, IL 60407 Seller Initial M.R.
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174 extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
175 presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title
176 commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer,
177 then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that
178 may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior
179 to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a
180 definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign
181 any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

182
183 **13. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to
184 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees
185 and costs from the non-prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest
186 money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the
187 disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by
188 the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including
189 reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless
190 from any and all conflicting claims and demands arising under this paragraph.

191
192 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any
193 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 194 (a) By personal delivery of such Notice; or
- 195 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.
196 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 197 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the
198 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-
199 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 200 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice
201 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to
202 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-
203 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next
204 Business Day after transmission; or
- 205 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit
206 with the overnight delivery company.

207
208 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours
209 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

210
211 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

212
213 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be destroyed or
214 materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either
215 terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together
216 with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
217 Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged
218 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
219 Contract, except as modified in this paragraph.

220
221 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer,
222 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land
223 surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties)
224 and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is
225 unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or
226 encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including
227 fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may
228 be required by Buyer's lender or desired by Buyer.

229
230 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without
231 warranty of merchantability or fitness for particular purpose.

| | | | |
|---|-------------------------|----------------------|--------------------------|
| Buyer Initial <u>E.D.</u> | Buyer Initial <u>EM</u> | Seller Initial _____ | Seller Initial <u>MR</u> |
| Address <u>742 Riverside Dr</u> <u>Bowen, IL 60402</u> | | | |
| (Page 4 of 6) Rev. 9.2013 -- © MAINSTREET ORGANIZATION OF REALTORS® | | | |

232 20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall
233 have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included
234 personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear
235 excepted.

236
237 21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction
238 contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of
239 compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance.
240 Seller shall pay any transfer tax imposed by state law.

241
242 22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
243 located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this
244 Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term
245 specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall
246 remain in full force and effect.

247
248 23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as
249 required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real
250 Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all
251 documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential,
252 under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection
253 requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the
254 party designated in such ordinance.

255
256 24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

257
258 25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall
259 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,
260 as amended from time to time.

261
262 **Optional Provisions (Applicable ONLY if Initialed by All Parties)**

263
264 _____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
265 _____ (Licensee) acting as a Dual Agent in providing brokerage services on
266 their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

267
268 _____ The terms of Rider(s) _____ attached hereto are
269 made a part hereof.

270
271 **LINES 272 THROUGH 288 INTENTIONALLY LEFT BLANK.**

272
273 Contract is Subject to bankruptcy Court
274 APPROVAL, CREDITOR APPROVAL AND THE
275 CANCELLATION OF PRIOR SALE CONTRACT
276
277
278
279
280 MR E.P. P.H.
281
282
283
284
285
286
287
288

| | | | | | | | |
|---|--|---------------|-------------|----------------|--|----------------|-----------|
| Buyer Initial | <u>E.P.</u> | Buyer Initial | <u>P.H.</u> | Seller Initial | | Seller Initial | <u>MR</u> |
| Address | <u>7142 Riverside Dr. Berwyn, IL 60402</u> | | | | | | |
| <small>(Page 5 of 6) Rev. 9.2013 - © MAINSTREET ORGANIZATION OF REALTORS®</small> | | | | | | | |

289 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
290 DELIVERED TO THE PARTIES OR THEIR AGENTS.

291 7-18-16
292 Date of Offer
293 Chicago First Trust Corp #17474
294 Buyer Signature
295 [Signature]
296 Buyer Signature
297 Erica Pino & Predrag Milic
298 Print Buyer(s) Name(s) [Required] Buyer is Licensed Broker
299 Corporation/Limited Liability Corporation (LLC)
300 Corporation/Limited Liability Corporation (LLC)
301 By - Print Name
302 Address
303 City State Zip
304 Phone E-mail

7/26/16
DATE OF ACCEPTANCE
Chicago First Trust Corp #17474
Seller Signature
Marta Rodriguez as Beneficiary
Seller Signature
I Ceased Real Estate In Illinois
Print Seller(s) Name(s) [Required]
Corporation/Limited Liability Corporation (LLC)
By - Print Name
Address
City State Zip
Phone E-mail

311 Capital Investment Realty Group 24167 FOR INFORMATION ONLY
312 Selling Office MLS #
313 Predrag Milic 248439
314 Buyer's Designated Agent MLS #
315 708-953-1639 208-442-6387
316 Phone Fax
317 mpredrag87@gmail.com
318 E-mail
319 Buyer's Attorney E-mail
320 Phone Fax
321 Mortgage Company Phone/Fax

Renaissance Partners 40335
Listing Office MLS #
Maria Rodriguez 402337
Listing Designated Agent MLS #
708-484-9068
Phone Fax
Marta sells homes@aol.com
E-mail
James Jimenez JAJlaw77@ya.com
Seller's Attorney E-mail
(708) 749-3200 (708) 749-3234
Phone Fax
Management Co./Other Contact Phone/Fax

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on _____, 20__ at _____; _____ AM/PM
and rejected on _____, 20__ at _____; _____ AM/PM (Seller Initials).

Buyer Initial E.P. Buyer Initial P.M. Seller Initial _____ Seller Initial M.R.
Address 7142 Riverside Dr Berwyn, IL 60402
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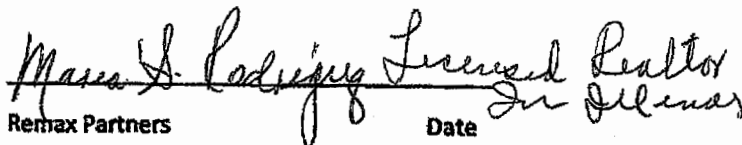
July 21, 2016


To whom it may concern:

Remax Partners is listing office of the property at 7142 Riverside Dr. Berwyn, IL 60402 and is offering a commission of 2.5% -200.00. Ericka Pino and Predrag Milic are interested in purchasing said property. Due to the fact that one of the buyers is a Licensed Broker under Capital Investment Realty Group Inc we are allowing for this transaction to allow the listing office to waive payment of any commissions to Capital Investment Realty Group Inc. Ivica I. Lazich (Otis) Managing Broker of Capital Investment Realty Group Inc am in agreement that no Commission be paid to Capital Investment Realty Group Inc. This letter is intended for waiving commission to Representing buyers side of transaction as long as selling office is in agreement with commission being waived for buyers Office. If reach executed contract no commission will be paid to Capital Investment Realty Group Inc. Predrag Milic is also waiving rights to commission as he is participant to the transaction.


Capital Investment Realty Group Inc. Date

By: Ivica I. Lazich (Otis) Managing Broker


Remax Partners Date


Predrag Milic, Broker Date



RIDER 19 "AS IS" ADDENDUM



This Contract is Intended to be a Binding Real Estate Contract

1 This "As Is" Addendum Rider ("Rider") is made a part of and incorporated into the certain real estate contract
2 between Ericka Pino & Predrag Milic ("Buyer") and Chicago Title Trust 117474 ("Seller")
3 on 20 ("Contract") for the purchase and sale of the real estate commonly known as:
4 7142 Riverside Dr. Berwyn, IL 60402 ("Property").
5 (address) (unit#) (city) (state) (zip)

6 I. Except as modified by this Rider, all of the terms and conditions contained in the Contract remain in full
7 force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and
8 conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not
9 defined in this Rider shall have the meanings given to them in the Contract.

10 II. Seller and Buyer acknowledge and agree that the Property is being sold to Buyer in its existing, "as is"
11 condition ("As Is"), and Seller shall not be responsible for the repair, replacement or modification of any
12 deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but
13 not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating,
14 plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater,
15 appliances, or damage by the presence of pests, mold or other organisms. Seller makes no representation or
16 warranty to Buyer, either express or implied, as to the (1) condition of the Property, (2) the zoning of the
17 Property, or (3) the suitability of the Property for Buyer's intended use or purpose or for any other use or
18 purpose. However, Seller represents and warrants that Seller shall maintain and repair the Property so that the
19 Property, including all personal property located thereon that is included in the sale pursuant to the Contract,
20 will be in substantially the same condition on the Closing Date as on the Effective Date of the Contract.
21 Furthermore, Seller (strike one) does / does not agree to remove all debris and personal property not included in
22 the sale from the Property prior to the Closing Date.

23 III. Buyer is advised to conduct independent inspections and investigations of the Property within the
24 Inspection Period specified in the Contract. If Buyer's inspections uncover any defects in the Property, (i) Buyer
25 shall be entitled to terminate the Contract prior to the expiration of the Inspection Period as provided in the
26 Contract, and (ii) Seller shall have no obligation whatsoever to correct such defects or repair the Property as a
27 result of such inspections.

28 IV. Seller acknowledges and agrees that selling the Property "As Is" does not relieve Seller from applicable
29 legal obligations to disclose any and all known material latent defects in the Property and the improvements
30 thereon, if any, to Buyer.

31 V. Buyer acknowledges and agrees that: (a) Buyer has been advised to seek appropriate counsel regarding
32 the risks of buying Property in its "As Is" condition; (b) neither Buyer's nor Seller's respective brokers are
33 qualified, or licensed, to conduct due diligence or inspections with respect to the Property or the surrounding
34 area; and (c) Buyer expressly releases and hold harmless brokers from and against any liability for any defects or
35 conditions in the Property and the improvements thereon, if any, that could have been discovered by an
36 investigation or inspection.

37 [Signature] 7/22/16
38 Buyer's Signature Date
39 Ericka Pino 7/22/16
40 Buyer's Signature Date

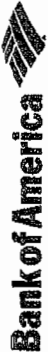
Chicago Title & Trust #117474
Seller's Signature Date
Marian Rodriguez as 7/26/16
beneficiary Date
Increased Realtors In Illinois

PM FREIGHT LOGISTICS INC 05-12
5815 ROSE AVE APT 4
COUNTRYSIDE IL 60525-4059

1087
2-507710 IL
90136

7/26/16

REMAX PARTNERS
FIVE THOUSAND DOLLARS ALD V 120
\$ 5000.00



ACH # 051904808

Elm 7142 Riverside Dr

⑆071000505⑆ 291009914074⑈ 1087

Hundred Cents

NP



6700 West 26th Street • Berwyn, Illinois 60402
 Phone (708) 788-2660 • Fax (708) 788-5163

DATE: 3-4-16 6 UNIT

CERTIFICATE OF COMPLIANCE INSPECTION SHEET

TYPE:

| | | | | | | | | | |
|--------------------|---|-------------------|-----|-------------------|---|------------------|--------------------|---------------|-----|
| MULTI FAMILY # | | INCOME BUNGALOW | | # OF APARTMENTS | 6 | # BEDROOMS | 3-16sq 1472.0sq | OCCUPANCY | |
| APART. BLDG. (1-4) | 6 | TOTAL # BATHROOMS | 1EA | # ELECTRIC METERS | 7 | CONSTRUCT. BRICK | X | ZONING | B-2 |
| BUNGALOW | | NON CONFORMING | | # GAS METERS | 7 | CONSTRUCT. FRAME | | GARAGE SPACES | 6 |

ITEMS INSPECTED ARE LISTED BELOW:
 BEFORE ANY WORK IS DONE, CHECK WITH THE PERMIT DEPARTMENT TO DETERMINE WHAT WORK REQUIRES A PERMIT.
 VIOLATIONS - The following items indicate that the subject premises contains the following violations:

| ITEM NO. | COMMENTS: |
|----------|--|
| #1 | Any open permits, fines and invoices must be closed out. |
| 1 | REPLACE MISSING SOFFIT/FASCIA AT FRONT AND REAR OF BLDG |
| 2 | REPAIR ALL EMERGENCY LIGHTING |
| 3 | INSTALL LIGHTED EXIT SIGNS / EMERGENCY LIGHTING TO CODE |
| 4 | 3 PRONG GROUND OUTLETS REQUIRED |
| 5 | REPAIR / REPLACE ALL BROKEN GFI OUTLETS |
| 6 | ALL CLOSET LIGHTS COMPLETELY ENCLOSED LAMPS |
| 7 | REMOVE ROMEX ON OUTSIDE REAR LIGHT FIXTURE - INSTALL CONDUIT |
| 8 | UPGRADE ELECTRIC SYSTEM TO CODE - REMOVE PUSHMATIC PANELS |
| 9 | VARIOUS WALLS + CEILING'S REQUIRE REPAIR, SCRAPE + PAINT |
| 10 | REPLACE MISSING BOTTOM RAILS ON CLOSET DOORS |
| 11 | REPLACE MISSING WINDOW ON ENTRANCE DOOR |
| 12 | WORKING SMOKE DETECTORS ALL APTS, BSMT, STAIRWAYS |
| 13 | WORKING CARBON MONOXIDE DETECTORS ALL APTS BY BEDROOMS |
| 14 | REMOVE ALL ITEMS STORED IN HALLWAYS |
| 15 | R-22 VALVES REQUIRE CLEAN + CHECK |
| 16 | HOT WATER TANKS REQUIRE EXPANSION TANKS |

(Attach extra copy if needed)

APPROVED BY:

BUILDING INSPECTOR (COMPANY)

BUILDING COMMISSIONER

SELLER/OWNER

WHITE - Building Dept.

YELLOW - Customer

PINK - File