

MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND SALES CONTRACT



(This is not to be used for Tear Down)

1	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".				
2	Buyer(s) (Please Print)				
3	Seller(s) (Please Print)				
4	If Dual Agency applies, complete Optional Paragraph 32.				
5 6 7 8	2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of commonly known as:				
9					
10	County Permanent Index Number(s) of Real Estate				
13 14 15 16 17 18	3. PURCHASE PRICE: Purchase Price of \$				
20	4. CLOSING: Closing or escrow payout shall be on, 20, or at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or as shall be agreed mutually by the Parties.				
	5. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.				
25 26 27 28 29 30 31	 6. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Are or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) at not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are 9 per Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entited confirmed prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate taxes shall be prorated as of the date of Closing based on% of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing. 				
 7. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Notice, may: (a) Approve this Contract; or (b) Disapprove this Contract, which disapproval shall not be based solely on the Purchase Price; or (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Accept agreement is not reached by the Parties with respect to resolution of the proposed modifications, then eithe terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare t null and void and this Contract shall be deemed made pursuant to Paragraph 7 (c). If Notice is not served time specified herein, the provisions of this Contract shall be deemed waived by the Parties and this Contract shall 					
46 47 48 49	8. INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker, if property is listed. Furthermore, Buyer agrees to promptly restore the property to its original condition and agrees to be responsible for any damage incurred while performing such inspections. Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the				
	Ruver Initial Seller Initial Seller Initial				

Buyer Initial	Buyer Initial	Seller Initial	Seller Initial	
Address				
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51 appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of

52 Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable 53 54 to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and 55 void.

56 9. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before ______, 20____ for a 57 (choose 58 *one*) fixed adjustable; (*choose one*) conventional other loan of \$_____ or such lesser 59 amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not 60 exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points not to exceed _ % of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and Closing 61 62 costs charged by lender. Buyer shall make written loan application within five (5) business days after the Date of Acceptance. Failure 63 to do so shall constitute an act of default under this Contract. If Buyer, having applied for the loan specified above, is unable to 64 obtain such loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. If 65 written notice of inability to obtain such loan commitment is not served within the time specified, Buyer shall be deemed to 66 have waived this contingency and this Contract shall remain in full force and effect. This Contract shall not be contingent upon 67 the sale and/or closing of any existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph 68 if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale 69 and/or closing of any existing real estate. If Seller at Seller's option and expense, within thirty (30) days after Buyer's notice, procures 70 for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon the same terms, this Contract 71 shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's notice of 72 Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall sign 73 all papers necessary to obtain the mortgage commitment and to close the loan.

74 10. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special 75 flood hazard area If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) business 76 days after Date of Acceptance, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and 77 effect.

78 11. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this 79 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 80 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the 81 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements 82 including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and 83 Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the 84 Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the 85 Declaration of Condominium/Covenants, Conditions and Restrictions.
- 86 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments 87 confirmed prior to the Date of Acceptance.
- 88 Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by (c) 89 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to 90 the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-91 emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the 92 time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 93 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in 94 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents 95 would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in 96 connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice 97 within five (5) Business Days after the receipt of the documents and information required by Paragraph 11 (c), listing those 98 deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed
- 99 to have waived this contingency, and this Contract shall remain in full force and effect.

100 12. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to 101 the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in 102 an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when 103 conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing, 104 covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current

105 use and enjoyment of the Real Estate.

	Buyer Initial	Buyer Initial	Seller Initial	Seller Initial
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106 13. ZONING: Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned:

107

108 14. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time 109 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title 110 insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or 111 subsequent to the Date of Acceptance, subject only to items listed in Paragraph 12. The commitment for title insurance furnished by 112 Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the 113 title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to 114 Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or 115 damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured 116 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior 117 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of 118 Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

119 15. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within

business days after the date of this contract, at Buyer's expense, a building permit and an acceptable septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFICED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

128 16. SOIL TEST/FLOOD PLAIN CONDITION: This Contract is subject to Buyer obtaining within ______ business days 129 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain 130 the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such 131 determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the 132 option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null 133 and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the 134 event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties 135 hereto and this contract shall continue in full force and effect.

136 17. PLAT OF SURVEY: Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or 137 Buyer's attorney a Plat of Survey dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional 138 Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, 139 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the 140 survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority. 141 The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current 142 143 Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not 144 acceptable.

145 18. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

150 19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If prior delivery of the deed, the Real Estate shall be destroyed or 151 materially damaged by fire or casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating 152 this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or destroyed, together with the 153 proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller 154 shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of 155 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

156 20. SELLER REPRESENTATIONS: Seller represents that Seller has not received written notice from any Governmental body or 157 Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending 158 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or 159 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special

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160 Service Area, the following applies:

- 161 1. There [check one] is is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.
- 163
 2. The Real Estate [check one] is is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

165 If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service 166 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the 167 option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or 168 within the term specified in Paragraph 9 (whichever is later), Buyer shall be deemed to have waived such option and this 169 Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, 170 easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for

- 171 which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not 172 either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement
- 173 tax exemption.

174 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in a clean condition. All refuse

175 and personal property that is not conveyed to Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer 176 shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same 177 condition as of the Date of Offer of this Contract, normal wear and tear expected.

178 22. GOVERNMENTAL COMPLIANCE: The Parties agree to comply with the applicable reporting requirements of the Internal179 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

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

182 24. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

183 25. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if the Contract may be 184 terminated by either Party, the following shall be incorporated by reference: "the Earnest Money shall be refunded to the Buyer upon 185 written notice of the Parties to the Escrowee".

186 26. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any187 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

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

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

209 28. CHOICE OF LAW/GOOD FAITH: All terms and provisions of this Contract including, but not limited to, the Attorney Review 210 and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good 211 faith and fair dealing implied in all Illinois contracts.

212 29. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initialed by the

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	Parties which are contained on the succeeding pages and the following attachments, if any:
214 215	THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES
216 217 218 219 220 221	
222 223 224 225 226	31. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.
227 228 229 230	32. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to(Designated Agent) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the transaction referred to in this Contract.
233 234 235 236 237 238 239 240 241 242 243	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 3 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.
244 245 246 247 248 249 250 251 252 253 254 255 256	"Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 3 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. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining financing. 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. Buyer shall pay the title company escrow closing fee.
257 258 259 260	34. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before, 20 in the amount of \$ If Buyer is unable to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and

261 this Contract shall remain in full force and effect.

262 263						
264 265	the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time					
267 268	36. CREDIT AT CLOSING: Seller agrees to credit to Buyer at Closing \$ to be applied to prepaid expenses, closing costs or both.					
		L BECOME A LEGALLY B ARTIES OR THEIR AGENTS.	INDING CONTRACT WHEN S	IGNED BY ALL H	PARTIES AND	
	The Parties represent that te Organization of REALTOR		red and is identical to the official Va	acant Land Contract of	of the Mainstreet	
273 274		20		2	0	
274	Date of Offer		DATE OF ACCEPTANCE	E		
277	Buyer Signature		Seller Signature			
278	Buyer Signature		Seller Signature			
279 280 281	Print Buyer(s) Name(s) [A	Required]	Print Seller(s) Name(s) [Required]			
282	Address		Address			
284 285	City S	tate Zip	City	State	Zip	
286	Phone E	E-mail	Phone	E-mail		
287		FOR INF	FORMATION ONLY			
288	Royal Service Realty Chicago Metro Pro Selling Office	MLS #	Listing Office	MLS #		
290 291	Stanislaw Krozel	234622	e			
291	Buyer's Designated Agent	MLS #	Seller's Designated Agent	MLS #		
292 293	<u>(773) 769-2210</u> Phone	<u>(224) 848-6313</u> Fax	Phone	Fax		
294	royalaffiliates@gmail.com			1 ux		
295 296	E-mail		E-mail			
297 298	Buyer's Attorney	E-mail	Seller's Attorney	E-mail		
299 300	Phone	Fax	Phone	Fax		
301 302	Mortgage Company	Phone	Homeowner's/Condo Assoc	iation (if any) Pl	none	
303	Loan Officer	Fax	Management Co./Other Con	tact Pl	none	

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