

\*\*\* LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF \*\*\*

# UNOFFICIAL COPY

REAL ESTATE SALES CONTRACT - RESIDENTIAL  
(for single family homes and fee simple townhomes)

00429451

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REALTOR®

TO: OWNER OF RECORD SELLER DATE: 4/7/00

1/We offer to purchase the property known as 2240-42 W. NORTH CHGO, IL 60647

3 If a townhome, including parking space number \_\_\_\_\_ (check applicable) Deeded \_\_\_\_\_ assigned.  
4 Lot approximately 48 x 125 feet, together with improvements thereon.

- 5 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or enumerate applicable items)
- |  |  |  |   |
|--|--|--|---|
| 7 <input type="checkbox"/> T.V. Antenna  | <input type="checkbox"/> Washer                              | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Electronic garage doors          |
| 8 <input type="checkbox"/> Refrigerator  | <input type="checkbox"/> Dryer                               | <input type="checkbox"/> Window air conditioner  | <input type="checkbox"/> with _____ remote unit(s)        |
| 9 <input type="checkbox"/> Oven/Range  | <input type="checkbox"/> Sump pump                           | <input type="checkbox"/> Electronic air filter   | <input type="checkbox"/> Fireplace screen and equipment   |
| 10 <input type="checkbox"/> Microwave  | <input type="checkbox"/> Water softener (if not rental)      | <input type="checkbox"/> Central humidifier      | <input type="checkbox"/> Fireplace gas log                |
| 11 <input type="checkbox"/> Dishwasher   | <input type="checkbox"/> Wall to wall carpeting, if any      | <input type="checkbox"/> Ceiling fan             | <input type="checkbox"/> Firewood                         |
| 12 <input type="checkbox"/> Garbage disposal   | <input type="checkbox"/> Built-in or attached shelving       | <input type="checkbox"/> Outdoor Shed            | <input type="checkbox"/> Existing storms & screens        |
| 13 <input type="checkbox"/> Trash compactor  | <input type="checkbox"/> Smoke and carbon monoxide detectors | <input type="checkbox"/> All planted vegetation  | <input type="checkbox"/> Attached book cases and cabinets |
| 14 <input type="checkbox"/> Window shades, attached shutters, draperies & curtains, hardware & other window treatments | <input type="checkbox"/> Security system (if not leased)     | <input type="checkbox"/> Radiator covers         |   |

16 ~~Other items included~~ \* **PROPERTY SOLD IN "AS IS" CONDITION** \* \$30,000 by 6/30/00

17 ~~Items included:~~  
18 1. Purchase Price \$ 500,000 #3  
19 2. Initial earnest money \$ 10,000 #3 in the form of CHECK AND TO BE INCREASED TO A

20 Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before PRESENTATION if  
21 the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by SELLER'S  
22 ATTORNEY as escrow, for the benefit of the parties hereto in an interest bearing escrow account in compliance  
23 with the laws of the State of Illinois with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any  
24 such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.  
25 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE  
26 SUBPARAGRAPHS):

27 (a) Cash, Cashier's Check or Certified Check or any combination thereof.

28 (b) ~~Mortgage Contingency.~~ This contract is contingent upon Purchaser securing by \_\_\_\_\_ (date) written  
29 commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for  
30 over \_\_\_\_\_ years, payable \_\_\_\_\_ monthly, loan fee not to exceed \_\_\_\_\_ % per annum, amortized  
31 over \_\_\_\_\_ years. Purchaser shall pay for private mortgage insurance if required by  
32 lending institution. If Purchaser does not obtain such commitment, Seller shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it  
33 shall be conclusively presumed that Purchaser has secured such commitment. Seller shall purchase and pay for private mortgage insurance if required by  
34 Seller may, within an equal number of additional days, secure a mortgage commitment from the lender upon the same terms, and shall have the option of  
35 extending the closing date up to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit  
36 information, sign customary documents relating to the application and securing of such commitment, and pay the application fee as directed by Seller. If  
37 Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void  
38 and all earnest money shall be returned to Purchaser.

39 (c) ~~VA or FHA or VA or FHA mortgage is to be obtained.~~ A 8 or 9 is hereby attached as applicable.

40 (d) ~~Purchase Money Note and Trust Deed or Article of Agreement in Deed.~~ See Rider 1H

41 4. At closing, Seller shall execute and deliver to Purchaser, in whole or in part to be executed and delivered to Purchaser, a recordable Warranty Deed with release of  
42 homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is  
43 applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;  
44 special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate  
45 taxes for the year 1999 and subsequent years; the mortgage or mortgages referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable.  
46 Seller represents that the 1999 general real estate taxes are \$ 1,309. General real estate taxes shall be prorated at 10 % of  
47 the most recent ascertainable tax bill at closing.

48 ~~The following is for fee simple townhomes, strike if not applicable. Seller represents that as of the date of acceptance hereof the regular monthly assessment  
49 pertaining to this unit was \$ \_\_\_\_\_ and the remaining amount due at closing will be \$ \_\_\_\_\_ and shall (strike one)  
50 be assumed by the Purchaser as of the closing date. Seller shall furnish Purchaser a statement from the proper representative certifying that Seller is current in  
51 payment of assessments, and, if applicable, proof of waiver or termination of first refusal or similar systems contained in the bylaws thereof for the  
52 transfer of ownership. Additionally, the Seller shall deliver to Purchaser the bylaws, rules and regulations, and the prior and current year operating budgets  
53 within \_\_\_\_\_ days of acceptance hereof. Seller agrees to pay any application, membership and transfer fees, as required by the Association, and  
54 Purchaser agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this contract  
55 shall be null and void and the earnest money returned to Purchaser, but the Seller shall pay the commission pursuant to paragraph 9 below.~~

56 5. Closing or escrow payout shall be on or before 9/30/00 (except as provided in paragraph 3(c) above), provided title has been shown to  
57 be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at \_\_\_\_\_.

58 6. Seller agrees to surrender possession of said Premises on 4/10/00, provided this sale has been closed. If possession is  
59 not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ \_\_\_\_\_ per day for use and occupancy commencing the first day  
60 after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter and the provisions of paragraph 23  
61 on the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

62 7. Premises is/is not (strike one) subject to the Residential Real Property Disclosure Act. Purchaser has/has not (strike one) received the Residential Real  
63 Property Disclosure Report.

64 8. **DUAL AGENCY CONFIRMATION OF CONSENT:** The undersigned confirm that they have previously consulted to \_\_\_\_\_  
65 (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically  
66 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

67 9. The Real Estate Broker named below shall be compensated in accordance with their agreements with this client, or the any offer of compensation made  
68 by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

69 10. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract, other than sales price, broker's  
70 compensation and dates, mutually acceptable to the parties. If within \_\_\_\_\_ days after acceptance of this Contract it becomes evident  
71 agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party  
72 within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written  
73 direction of both parties to escrowee. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL  
74 BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

75 11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the  
76 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within \_\_\_\_\_ days from the date of acceptance  
77 of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or  
78 Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's  
79 agent by the Purchaser within the time specified for approval, and thereupon Seller's obligation to sell and Purchaser's obligation to purchase under this  
80 contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to escrowee. **IN THE  
81 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES  
82 HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

83 12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED  
84 HERETO AND MADE A PART HEREOF

85 PURCHASER ANTHONY ZASKOWSKI ADDRESS 2721 N. AVERS  
86 (Print Name) (Social Security #) (City) (State) (Zip Code)

87 PURCHASER IS A BUILDER AND LICENSED REALTOR/AGENT  
88 (Print Name) (Social Security #) (City) (State) (Zip Code)

89 ACCEPTANCE OF CONTRACT BY SELLER  
90 This 18 day of APRIL 2000 I/We accept this contract and agree to perform and convey title or cause title to be conveyed  
91 according to the terms of this contract.

92 SELLER BURITA M. WALTERS ADDRESS \_\_\_\_\_  
93 (Print Name) (Social Security #) (City) (State) (Zip Code)

94 SELLER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
95 (Print Name) (Social Security #) (City) (State) (Zip Code)

96 FOR INFORMATIONAL PURPOSES:  
97 Listing Office \_\_\_\_\_ Address \_\_\_\_\_  
98 Broker's Designated Agent Name \_\_\_\_\_  
99 Cooperating Office \_\_\_\_\_ Address \_\_\_\_\_  
100 Purchaser's Designated Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

00429451

3908/0251 32 001 Page 1 of 3  
2000-06-12 15:25:11  
Cook County Recorder 47.50



PURCHASERS ATTORNEY: STANLEY VITTOGLO  
SELLERS ATTORNEY: GERRARD HADERLEIN 773-474-2888

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Property of Cook County Clerk's Office

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EXHIBIT A

00429451

LEGAL DESCRIPTION

LOTS 14 & 15 IN BLOCK 1 OF W.T. JOHNSON'S SUBDIVISION OF THAT PART OF LOTS 15 AND THE SOUTH 33 FEET OF LOT 3 IN ASSESSORS DIVISION OF SUBDIVIDED LANDS IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN OAKLEY AND LEAVITT STREETS IN COOK COUNTY, ILLINOIS.

01378

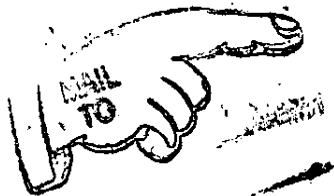
COMMON ADDRESS: 2240 NORTH AVENUE, CHICAGO, ILLINOIS 60647 and 2242 NORTH AVENUE, CHICAGO, ILLINOIS 60647

PERMANENT INDEX NUMBER: 14-31-328-050 (2240 NORTH AVENUE) 14-31-328-049 (2242 NORTH AVENUE)

14-31-328-050 (2240 North Av)  
14-31-328-049 (2242 North Av)

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Property of Cook County Clerk's Office



Vinny & Assoc

~~7924~~ 7924 SW Belmont

Chicago, IL

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