



CHICAGO ASSOCIATION OF REALTORS/MLS  
REAL ESTATE SALE CONTRACT-APARTMENTS/INVESTMENTS



TO: Bureau of Records SELLER DATE: MAY 27 2000

- 1. (We offer to purchase the property known as 6672 W Devon Chicago IL)
2. Lot approximately 6672 feet, together with improvements thereon.
3. 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 uncheck as applicable items)
4. T.V. Antenna
5. Refrigerator
6. Dishwasher
7. Microwave
8. Water softener (if not rental)
9. Washers
10. Dryer
11. Sump pump
12. Wall to wall carpeting, if any
13. Built-in or attached shelving
14. Smoke and carbon monoxide detectors
15. Trash compactor
16. Window shades, attached shutters, draperies & curtains, hardware & other window treatments
17. Security system (if not leased)
18. Other items included:
19. Items excluded:
20. Control air conditioner
21. Window air conditioner
22. Electronic air filter
23. Control humidifier
24. Ceiling fan
25. Outdoor Shed
26. All planned vegetation
27. Radiator covers
28. Electronic garage door(s) with remote control(s)
29. Fireplaces, stoves and equipment
30. Freestanding gas log
31. Prewood
32. Existing stoves & cabinets
33. Attached brick cases and cabinets
34. Radiator covers

1. Purchase Price \$ 400,000 in the form of CASH shall be held by Buyer
2. Initial earnest money 10,000 (Escrowee, to be designated in the purchase price schedule) shall be held by Buyer
3. Said initial earnest money shall be returned to the contract shall be void if not accepted by Seller on or before 6/1/00
4. If the contract is not accepted by Seller on or before 6/1/00, the earnest money shall be deposited by Buyer
5. If the contract is not accepted by Seller on or before 6/1/00, the earnest money shall be deposited by Buyer
6. In compliance 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 such escrow account and Purchaser shall pay all account service fees, if any. An original of this contract shall be held by Listing Broker.

3. As a condition of the purchase price shall be paid at the closing, plus or minus provisions, as follows (STRIKE THROUGH INAPPLICABLE)
SUBPAR (A) APPLICABLE
(a) Cashier's check or Certified Check or any combination thereof.
(b) Existing Mortgage (See Rider 7, if applicable).
(c) Adjustable rate mortgage, or an adjustable rate mortgage permitted to be made as a condition of the purchase price, shall be subject to the following:
1. The interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 6.5% plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, the loan term shall not exceed 30 years. Purchaser shall pay for private mortgage insurance if required by the lender.
2. Seller shall obtain such commitments, Purchaser shall notify Seller in writing by the stated date. If Seller is not so notified, Seller may, within 10 business days of the stated date, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date to 10 business days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller of such a commitment, Seller shall not be liable for any such commitment.
(d) Purchase Money Note and Trust Deed (Installment Agreement for Deed) (which sum includes earnest money) and the balance of the purchase price shall be secured by a First Mortgage (Purchase Money Note and Trust Deed) (Installment Agreement for Deed) with interest at the rate of 6.5% per annum to be amortized over 30 years, payable monthly, the final payment due on 1/1/30. If the parties cannot agree on the form of said instrument, Chicago Title & Trust Company shall prepare the instrument and the Seller shall execute the instrument. Seller shall deliver same to Seller within four days of such request, and Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is unsatisfactory.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of all homestead rights (or other appropriate deed if this is in trust, or in an estate, or Articles of Agreement for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: (a) easements, liens, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements; and (b) a completed, unrecorded special governmental taxes or assessments; general real estate taxes for the year 1999 and subsequent years and the next 90 days of the next record accretion bill at closing. All be promoted to 100% of the most recent accretion bill at closing, none of which expires later than 12/31/00. Seller represents and warrants that: (a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expires later than 12/31/00; and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$1,200 (except as provided in paragraph 3(c) above); provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's attorney or as provided this title has been shown.

7. Seller agrees to surrender possession of said premises on or before 6/1/00 per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a weekly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.
(b) Possession of the property shall be held by Seller until the proceeds of the sale on escrow form of routing. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the use and occupancy, the sum of 10% of said possession amount (not to exceed \$10,000) per day up to and including the date possession is surrendered to Purchaser plus any unpaid use and occupancy by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that escrow will not distribute the proceeds of the sale without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the proceeds of the sale, the parties agree that the escrow agent may deposit the proceeds of the sale with the Clerk of the Circuit Court by the filing of an action in the name of the escrow agent, and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.
8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.
9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.
10. DUAL AGENCY CONFIRMATION OR CONSENT: The undersigned confirm that they have previously agreed to act as a dual agent in providing brokerage services on their behalf and specifically consent to licensee acting as a Dual Agent in regard to the business referred to in this document.

11. Seller(s) initials \_\_\_\_\_ Purchaser(s) initials \_\_\_\_\_
12. The Real Estate Brokers named below shall be compensated in accordance with their agreement with their clients and/or services of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.
13. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract on a date sales price, broker's compensation and dates, mutually acceptable to the parties. If within 10 days after acceptance of the Contract, a broker's evidence agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to the other party within the period specified herein, then this Contract shall become null and void and all moneys paid by the Purchaser shall be returned to the Seller. THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
14. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 10 days from the date of a receipt of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the seller's obligations of Purchase.
15. Seller shall provide a copy of this Contract to the Listing Broker. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent, and Seller shall be deemed to have accepted the condition of the property. Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall be deemed waived by all parties hereto, and this Contract shall be in full force and effect.
16. Seller shall provide a copy of this Contract to the Listing Broker. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent, and Seller shall be deemed to have accepted the condition of the property. Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall be deemed waived by all parties hereto, and this Contract shall be in full force and effect.
PURCHASER: Stanislawa Kurdzis ADDRESS: 6672 W Devon Chicago IL 60631
PURCHASER: Stanislawa Kurdzis ADDRESS: 6672 W Devon Chicago IL 60631

ACCEPTANCE OF CONTRACT BY SELLER
This 28 day of MAY 1900 I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.
SELLER: Thomas M Carrin ADDRESS: 834 S COURTLAND 60068
SELLER: Stanislawa Kurdzis ADDRESS: 6672 W DEVON CHICAGO IL 60631
FOR INFORMATIONAL PURPOSES:
Listing Office: CM CAPITAL Address: 6215 W. TOLSON AVE, CHICAGO
Seller's Designated Agent Name: SHARON BUSATERI Phone: 773-775-9218
Cooperating Office: Henry Real Estate Address: 4100 N. HOWARD
Buyer's Designated Agent Name: Jana Milica Phone: 773-405-0074 / 773-2113

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to reparate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

**UNOFFICIAL COPY**

2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

3. At least five days prior to closing date, Seller shall deliver to Purchaser, or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof; and a currently dated Special Tax Report issued by the Registrar of Titles, (if applicable) and (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

6. Seller represents and warrants that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so at the time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.

7. If this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.

8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.

9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.

10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.

11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.

13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.

16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.

17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.

18. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this Contract, ordinary wear and tear excepted.

20. Time is of the essence of this contract.

21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.

22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

SELLER: \_\_\_\_\_  
PURCHASER: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR INFORMATION PURPOSES  
DATE OF OFFER: \_\_\_\_\_  
OFFER EXPIRES: \_\_\_\_\_  
OFFER ACCEPTED: \_\_\_\_\_  
OFFER REJECTED: \_\_\_\_\_  
OFFER WITHDRAWN: \_\_\_\_\_  
OFFER REVOKED: \_\_\_\_\_  
OFFER RESCINDED: \_\_\_\_\_  
OFFER AMENDED: \_\_\_\_\_  
OFFER ACCEPTED WITH CONDITIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH RESERVATIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH COMMENTS: \_\_\_\_\_  
OFFER ACCEPTED WITH QUESTIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH CONCERNS: \_\_\_\_\_  
OFFER ACCEPTED WITH OBJECTIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH DEMANDS: \_\_\_\_\_  
OFFER ACCEPTED WITH REQUIREMENTS: \_\_\_\_\_  
OFFER ACCEPTED WITH CONDITIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH RESERVATIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH COMMENTS: \_\_\_\_\_  
OFFER ACCEPTED WITH QUESTIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH CONCERNS: \_\_\_\_\_  
OFFER ACCEPTED WITH OBJECTIONS: \_\_\_\_\_  
OFFER ACCEPTED WITH DEMANDS: \_\_\_\_\_  
OFFER ACCEPTED WITH REQUIREMENTS: \_\_\_\_\_



LEGAL DESCRIPTION:

LOT 6 & 7 IN HRUBYS RESUBDIVISION OF LOTS 1 TO 48, BOTH INCLUSIVE, IN BLOCK 60 IN WILSON'S RESUBDIVISION OF BLOCK 60 AND 67 IN NORWOOD PARK IN SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO VACATED ALLEY IN SAID WILSON'S RESUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 13-06-203-007

COMMONLY KNOWN AS: 6667 W. DEVON, CHICAGO, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY

MAIL TO:

HEIDI COLEMAN

6865 N. LINCOLN AVE.

LINCOLNWOOD, ILLINOIS 60712



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE

Property of Cook County Clerk's Office