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04/9/0102 33 001 Page 1 of 4  
2000-10-04 14:43:52  
Cook County Recorder 27.50



00778301

CERTIFICATION

THE UNDERSIGNED, **MARK B. WEISS (WEISS)**, FOR THE PURPOSE OF SPREADING OF RECORD CERTAIN FACTS RELATING TO THE PROPERTY COMMONLY KNOWN AS 3800-02 WEST IRVING PARK ROAD AND 4004-10 NORTH HAMLIN, CHICAGO, ILLINOIS, AND LEGALLY DESCRIBED AS

LOT 26 AND 27 IN BLOCK 30 IN W. B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (PROPERTY)

PERMANENT TAX INDEX NO.: 15-14-329-051

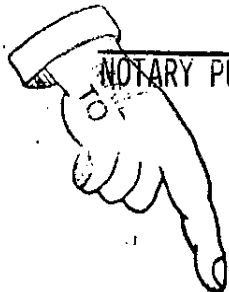
CERTIFIES TO THE ACCURACY OF THE FOLLOWING:

1- THAT **WEISS** ENTERED INTO A REAL ESTATE SALE CONTRACT WITH **ANTHONY W. VORMITTAG AND SHERYL S. VORMITTAG**, DATED SEPTEMBER 12, 2000 FOR THE PURCHASE BY **WEISS** OF THE PROPERTY, A TRUE AND CORRECT COPY OF WHICH CONTRACT IS ATTACHED HERETO.

MARK B. WEISS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF OCTOBER, 2000.

NOTARY PUBLIC



PREPARED BY AND MAIL TO:  
AVRUM REIFER, LTD.  
3016 WEST SHERWIN AVENUE  
CHICAGO, ILLINOIS 60645

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CHICAGO ASSOCIATION OF REALTORS/MLS

REAL ESTATE SALE CONTRACT - APARTMENT/INVESTMENTS

1 TO: Anthony V. Vornmittig SELLER DATE: Sept 18, 2000 REALTOR  
 2 PROPERTY BEING SOLD AS IS CONDITION 3800-3802 W IRVING ST CHICAGO IL 60612  
 3 We offer to purchase the property known as (Address) (City) (State) (Zip Code)  
 4 Lot approximately PER SURVEY feet, together with improvements thereon (Size)  
 5 FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together  
 6 with the following: (check or enumerate applicable items)

7 T.V. Antenna	Washer	Central air conditioner	Electronic garage door(s)
8 Refrigerator	Dryer	Window air conditioner	with remote units(s)
9 Oven/Range	Sump pump	Electronic air filter	Fireplace screen and equipment
10 Microwave	Water softener (if not rental)	Central humidifier	Fireplace gas log
11 Dishwasher	Wall to wall carpeting, if any	Ceiling fan	Firewood
12 Garbage disposal	Built-in or attached shelving	Outdoor Shed	Existing storms & screens
13 Trash compactor	Smoke and carbon monoxide detectors	All planted vegetation	Attached book cases and cabinets
14 Window shades, attached shutters, draperies & curtains, hardware & other window treatments		Radiator covers	
15 Security system (if not leased)			

16 Other items included:  
 17 Items excluded:  
 18 1. Purchase Price \$ 600,000 NET OF NO PROVISIONS TO BE MADE BY PARTIES ATTORNEYS  
 19 2. Initial earnest money 18,000 In the form of check shall be held by  
 20 Chicago Title (Escrowee). To be increased to 2% of purchase price within 5 days after acceptance  
 21 hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before Sept 18, 2000  
 22 If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by  
 23 Chicago Title as escrowee, for the benefit of the parties hereto in an interest bearing escrow account  
 24 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  
 25 establish any such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.  
 26 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE  
 27 SUBPARAGRAPHS):  
 28 (a) Cash, Cashier's check or Certified Check or any combination thereof.  
 29 (b) Assumption of Existing Mortgage (See Rider 7 if applicable).  
 30 (c) Mortgage Company. This contract is contingent upon Purchaser securing by (date) a mortgage  
 31 commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for  
 32 the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed \_\_\_\_\_% per annum, amortized  
 33 over \_\_\_\_\_ years, payable monthly, loan fee not to exceed \_\_\_\_\_%, plus appraisal and credit report fee, if any. If said mortgage  
 34 has a balloon payment, it shall be due no sooner than \_\_\_\_\_ years. Purchaser shall pay for private mortgage insurance if required by  
 35 lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it  
 36 shall be conclusively assumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified  
 37 Seller may, within \_\_\_\_\_ number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of  
 38 extending the closing date to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit  
 39 information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If  
 40 Purchaser secures Seller as escrowee, and neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void  
 41 and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.  
 42 If an FHA or VA mortgage is to be obtained, Rider 8 or 9 is hereby attached as applicable.

43 (d) Purchase Money Note and Trust Deed or Installment Agreement for Deed. Purchaser shall pay \$ \_\_\_\_\_ (which sum  
 44 includes earnest money) and the balance of \_\_\_\_\_ (STRIKE THROUGH ONE). (Purchase Money Note and Trust Deed) (Installment Agreement for Deed) in the  
 45 amount of \$ \_\_\_\_\_ with interest at the rate of \_\_\_\_\_% per annum to be amortized over \_\_\_\_\_  
 46 years, payable monthly, the first payment due \_\_\_\_\_ with unlimited prepayment privilege without penalty. Payments into  
 47 escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instrument, Chicago Title & Trust Company Note  
 48 and Trust Deed No. 1 shall be used or the George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit  
 49 report, Purchaser shall deliver same to Seller within \_\_\_\_\_ days of such request; and, Seller may cancel this agreement within three days after receiving said  
 50 credit report if Seller believes said credit report is not fair and true.  
 51 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  
 52 homestead rights (or other appropriate deed if title is in trust or in joint estate), or Articles of Agreement for such a deed if that portion of subparagraph 3(d) is  
 53 applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;  
 54 special governmental tax assessments; and any other encumbrances, liens, or claims of record. Seller shall also execute and deliver to Purchaser a general real estate  
 55 tax report for the year 1999 and subsequent years and the mortgage or deed set forth in paragraph 3 and/or Rider 7. Seller represents that the 1999  
 56 general real estate taxes are \$ 1800. (Appraised real estate taxes shall be prorated to the closing date.)

57 5. Seller warrants and warrants that (a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than  
 58 \_\_\_\_\_ and said existing leases have no option to renew, cancel or purchase; (b) the present encumbrances on the  
 59 property are as shown on the plat of subdivision and as shown on the plat of subdivision, (except as provided in paragraph 3(c) above), provided title has  
 60 been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at \_\_\_\_\_  
 61 7. Seller agrees to surrender possession of said premises on or before \_\_\_\_\_ provided this title has been recorded.  
 62 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ \_\_\_\_\_ per day for use and occupancy commencing the first day  
 63 after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment  
 64 made for use and occupancy beyond the date possession is surrendered.  
 65 (b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to  
 66 guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on escrowee form of receipt. If Seller  
 67 does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said possession escrow  
 68 per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy in the day possession is surrendered, said amount(s)  
 69 to be paid out of escrow and the balance, if any, to be turned over to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal  
 70 remedies. Seller and Purchaser hereby acknowledge that escrowee will not distribute the possession escrow without the joint written direction of the Seller and  
 71 Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow, the parties hereto agree that the escrowee  
 72 may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. (The parties agree that escrowee  
 73 may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree  
 74 to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.)  
 75 8. PURCHASER ACKNOWLEDGES RECEIPT OF SELLER'S RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT, IF APPLICABLE.  
 76 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED  
 77 HERETO AND MADE A PART HEREOF.  
 78 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to  
 79 (Licenses) acting as a Dual Agent in providing brokerage services on their behalf and specifically  
 80 consent to Licenses acting as a Dual Agent in regard to the transaction referred to in this document.

81 Seller(s) initials \_\_\_\_\_ Purchaser(s) initials \_\_\_\_\_  
 82 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made  
 83 by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.  
 84 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker  
 85 compensation, and mutually acceptable to the parties. If within 5 days after acceptance of the Contract, it becomes evident agreement  
 86 cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the  
 87 period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of  
 88 both parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED  
 89 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.  
 90 13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the  
 91 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 days from the date of acceptance of this  
 92 Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's  
 93 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 agent by the  
 94 Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall  
 95 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 ABSENCE OF  
 96 WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND  
 97 THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

PURCHASER by Mark B Weiss ADDRESS 2442 N. Lincoln Ave  
MARK B WEISS a Licensed Broker in Ill. Chicago IL 60614  
 (Social Security #) (City) (State) (Zip Code)  
 PURCHASER 356-40-1411 ADDRESS \_\_\_\_\_  
 (Social Security #) (City) (State) (Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER  
 This 12 day of Sept, 2000, 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 Anthony V Vornmittig ADDRESS 425 S GREENWOOD  
ANTHONY V VORNMITTIG 327-36-5714 PARKE RIDGE IL 60068  
 (Social Security #) (City) (State) (Zip Code)  
 SELLER Sheryl J Vornmittig ADDRESS \_\_\_\_\_  
SHERYL J VORNMITTIG \_\_\_\_\_  
 (Social Security #) (City) (State) (Zip Code)

FOR INFORMATIONAL PURPOSES:  
 Listing Office \_\_\_\_\_ Address \_\_\_\_\_  
 Seller's Designated Agent Name None Phone \_\_\_\_\_

00775301

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

DONE AT CUSTOMER'S REQUEST

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PROPERTY OF THE COOK COUNTY CLERK'S OFFICE  
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08/20/2013 BY 60322/UC/BAW/STP

2013 08 20 10 10 AM



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SENT BY: COLDWELL BANKER

73 173 3700  
7-18-00 3:04 PM

STANMEYER #1

773 588 5851 # 1/1



ILLINOIS ASSOCIATION OF REALTORS®



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  - \_\_\_\_\_
  - \_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
  - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
  - \_\_\_\_\_
  - \_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
  - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Anthony W. Smith Date 9/17/2000 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Seller Sheryl S. Vannittag Date 9/17/2000 Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

Property Address: 3600-02 W. IRVING CHICAGO, IL 60645  
4064-10 N. HAMKIN

Form 420 Revised 10/96

(This disclosure form should be attached to the Contract to Purchase)

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