



# Real Estate Sale Contract



00845355

1. Frank S. Cacciatore, or his nominee (Purchaser) agrees to purchase at a price of \$ 130,000.00 <sup>131,800.00</sup> on the terms set forth herein, the following described real estate in Cook County, Illinois: The two story brick apartment building consisting of 2x6 room apartments. Subject to seller furnishing a satisfactory environmental report to purchaser prior to closing.

(If legal description is not included at time of execution, P.I.N. No. in lieu of legal 17-28-326-041 is authorized to insert thereafter.) Vol. 515  
commonly known as 3042 S. Emerald Ave., Chicago, Ill. 60616, and with approximate lot dimensions of 25 ft. x 125 ft., together with the following personal property presently located thereon: (strike items not applicable) (a) storm and screen doors and windows; (b) awnings; (c) outdoor television antenna; (d) wall-to-wall, hallway and stair carpeting; (e) window shades and draperies and supporting fixtures; (f) venetian blinds; (g) electric, plumbing and other attached fixtures as installed; (h) water softener; (i) refrigerator(s); (j) (2) (2) range(s); (k) garage door opener with \_\_\_\_\_ transmitters; (l) radiator covers; (m) indoor and outdoor (louvered) shutters; and also, if any of the above items located within property to remain in place with this sale transaction.

2. Thomas C. Tarallo, (Seller)  
*(Insert names of all owners and their respective spouses)*

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto (in joint tenancy) by a recordable Warranty deed, with release of homestead rights, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) ~~existing leases and tenancies; (e) special taxes or assessments for improvements not completed; (f) any unperfected special tax assessments; (g) special taxes or assessments for improvements heretofore completed; (h) mortgages or trust deeds, if any, hereon;~~ (i) general taxes for the year 2000 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 2000; and to

3. Purchaser has paid \$1,800.00 (and a payment of xxxxxx days the additional sum of xxxxxxxxxxx) as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (Strike subparagraph inapplicable)  
\$ 130,000.00 <sup>780</sup> <sup>101</sup>

- (a) The payment of \$128,200.00 upon closing & furnishing good & clear title to purchaser.
- (b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ \_\_\_\_\_ bearing interest at the rate of \_\_\_\_\_ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. This contract is subject to the condition that Purchaser be able to procure within 45 days a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ 104,000.00, or such lesser sum as Purchaser accepts, with interest not to exceed market rate % a year to be amortized over 30 years, the commission and service charges for such loan not to exceed market rate %. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect. (Strike paragraph if applicable.)

5. The time of closing shall be on xxxxxxxxxxxxxxxxxxxx or 20 days after notice that financing has been procured if above paragraph 4 is operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of to be determined or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to Purchaser on before xxxxxxxx after the sale has been closed. ~~Seller agrees to pay Purchaser the sum of \$xxxxxxxxxxxxxxxxxxxx for each day Seller remains in possession between the time of closing and the time possession is delivered.~~

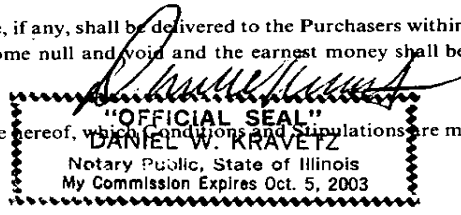
7. Seller agrees to pay a broker's commission to No brokerage commission involved in the amount set forth in the broker's listing contract or as follows: 00845355

8. The earnest money shall be held by Thomas C. Tarallo, Seller 6979/0066 30 001 Page 1 of 2  
for the mutual benefit of the parties. 2000-10-27 12:00:32  
Cook County Recorder 43.50

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

10. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchasers within 2 days from the date below, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which, together with the Conditions and Stipulations are made a part of this contract.



Dated Oct. 26th, 2000.

Purchaser Frank Cacciatore (Address) 3235 S. Halsted St. Chicago 60608

Purchaser \_\_\_\_\_ (Address) \_\_\_\_\_

Seller Thomas C. Tarallo (Address) \_\_\_\_\_

Seller \_\_\_\_\_ (Address) \_\_\_\_\_

\*Form normally used for sale of residential property of four or fewer units.

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1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.
2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.
3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:
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- All provisions are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)
4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.
6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provision of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust 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. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraphs if inapplicable.)
7. Time is of the essence of this contract.
8. 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.
9. 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. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.