

UNOFFICIAL COPY

00032748

28.2/0002 91 004 Page 1 of 4  
2000-01-13 10:38:35  
Cook County Recorder 51.50

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MAYWOOD OFFICE



00032748

Property of Cook County Clerk's Office

Recording of Contract  
For Real Estate

pratt  
4

# UNOFFICIAL COPY

REALTOR® ASSOCIATION OF THE WESTERN SUBURBS  
STANDARD RESIDENTIAL SALES CONTRACT

Date Written 11-30-99



1. BUYER(S); DAVID WARR AND/OR NOMINEE  
 2 Address 2921 VALLEY FORGE RD; City LISLE; State IL; Zip 60534  
 3 agrees to purchase, and SELLER(S); DAVID YOUNG  
 4 Address 625 W. 67 STREET; City CHICAGO; State IL; Zip 606  
 5 agrees to sell to Buyer(s) at the price of ~~18,500.00~~ 15,500.00 Dollars  
 6 (\$ \_\_\_\_\_)  
 7 PROPERTY commonly known as 625 W. 67 STREET  
 8 (City of CHICAGO County of COOK Illinois)

9 a complete legal description may be attached as an exhibit by either party, (hereinafter referred to as 'the property') with approximate lot dimensions of PER SURVEY together with all existing improvements and fixtures, if any, which shall be left on the property, are included in the sale price, and shall be transferred to the Buyer(s) by a Bill of Sale at the time of closing; including, but not limited to: hot water heater; plumbing and electrical fixtures; sump pumps; central heating and cooling; humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances; equipment and cabinets; water softener (except rental units); storm and screen windows and doors; attached shutters, window treatment hardware, blinds and shades, shelving systems, fireplace screen; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property:

16 EXCLUSIONS:

Personal Property not referred to herein is excluded.

17 2. THE EARNEST MONEY: Buyer(s) has paid \$ 0 by check/note due date \_\_\_\_\_  
 18 (and will pay within \_\_\_\_\_ days the additional sum of \$ \_\_\_\_\_) as earnest money to be applied on the  
 19 purchase price. The earnest money shall be held by the Listing Broker for the mutual benefit of the parties concerned and upon the closing of the sale,  
 20 shall be applied first to the payment of any expenses incurred by the Listing Broker for the Seller(s) in respect to this transaction, and second to the  
 21 payment of the broker's sales commission, rendering the surplus, if any, to the Seller(s). The balance of the purchase price shall be paid at closing.

22 3. THE CLOSING DATE: The closing date shall be 12-1, 1999 (or on the date, if any, to which said date is  
 23 extended by reason of paragraphs 6 and 14) in the County where the property is located at either Buyer's lending institution or the Seller's title company.

24 4. POSSESSION: POSSESSION SHALL BE GRANTED TO THE BUYER(S) AT THE COMPLETION OF CLOSING, UNLESS OTHERWISE AGREED  
 25 IN WRITING BY BOTH PARTIES.

26 5. THE DEED: Seller(s) shall convey or cause to be conveyed to Buyer(s) or at Buyer's direction, by a recordable, stamped general  
 27 warranty deed with release of homestead rights, or Trustee's deed if applicable, good title to the property subject only to the following "permitted  
 28 exceptions" if any, none of which shall impair the use of the property as a residence: (a) General real estate taxes not due and payable at time of  
 29 closing; (b) Special Assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and  
 30 covenants of record; (d) Zoning laws and Ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or  
 31 other conduit; (g) If the property is other than a detached, single-family home, party walls, party wall rights and agreements; terms, provisions,  
 32 covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from  
 33 the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act,  
 34 and if applicable, installments of assessments due after the date of closing.

35 6) FINANCING CONDITION: (a) This Contract is subject to the condition that on or before \_\_\_\_\_ Buyer(s) shall  
 36 secure, or there shall be made available to Buyer(s), a written commitment for a loan to be secured by a mortgage or trust deed on the property in  
 37 the amount of \$ \_\_\_\_\_, or such lesser sum as Buyer(s) accepts; (b) If after the Buyer(s) has submitted a true loan  
 38 application and otherwise made every reasonable effort to procure a loan commitment from any source made available to Buyer(s) and has been  
 39 unable to do so, and after serving written notice thereof upon Seller(s) or Seller's attorney within 15 business days of the time specified herein for securing  
 40 such commitment, then this Contract shall become null and void, and all monies paid by Buyer(s) hereunder shall be refunded; however, if Seller(s),  
 41 at Seller's option, notifies Buyer(s) within 10 days of Buyer's notice, that Seller(s) intends to procure for Buyer(s) such a commitment within 45  
 42 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER(S) DOES NOT SERVE NOTICE OF FAILURE TO PROCURE  
 43 SAID LOAN COMMITMENT UPON SELLER(S) AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND  
 44 EFFECT WITHOUT ANY LOAN CONTINGENCIES; (c) Buyer(s) shall, at Buyer(s) expense, execute all documents necessary to procure a mortgage  
 45 loan from any source. Buyer(s) shall be allowed a reasonable time prior to closing to have a mortgage of trust deed placed of record and to arrange  
 46 for access to the proceeds thereof, and any delays caused by Buyer(s) Lender shall not constitute a default by Seller(s). Seller(s) shall allow  
 47 reasonable inspection of the premises by Buyer(s) Lender and furnish any pertinent information requested by Lender's representative; (d) The type of  
 48 loan Buyer(s) shall secure is as follows:  
 49 (DELETE THOSE ITEMS WHICH DO NOT APPLY)

- 50 (1) Conventional (Fixed or Adjustable Rate) Mortgage. Rider 401 shall be completed, executed by the parties and shall become a part of this
- 51 Contract.
- 52 (2) F.H.A. Mortgage. Rider 402 shall be completed, executed by the parties and shall become a part of this Contract.
- 53 (3) V.A. Mortgage. Rider 403 shall be completed, executed by the parties and shall become a part of this Contract.
- 54 (4) Assumption of existing mortgage. Rider 404 shall be completed, executed by the parties and shall become a part of this Contract.
- 55 (5) Financing by Seller(s). Rider 405 shall be completed, executed by the parties and shall become a part of this Contract.

56 7. PRORATIONS: (a) Real estate taxes payable shall be paid by or at closing by Seller. Real estate taxes that are a lien on the property but not yet payable  
 57 shall be prorated to the date of closing as follows: (check one)

- 58  (i) Based upon 105% of the most recent available tax bill; or
- 59  (ii) Based upon the most recent net tax valuation factors, the latest known equalization factors, and the latest known tax rate.

60 Seller represents that there have been no improvements to the property which are not included in full in the determination of the net assessed valuation  
 61 or in the calculation of the latest known tax bill, whichever method of proration is selected above. This representation shall survive the closing.

62 (b) Premiums on any insurance policies assigned to Buyer(s); rents, if the subject real estate is not owner-occupied; accrued interest on any assumed  
 63 mortgage, water and sewer charges, fuels, and private service contracts; homeowners and/or condominium association dues and assessments, if any,  
 64 shall be prorated as of the closing date.

65 8. This Contract may be subject to the provisions of the Residential Property Disclosure Act.

66 Purchaser \_\_\_\_\_ has \_\_\_\_\_ has not (check one) received a completed Seller Disclosure Form prior to Purchaser's signing of this agreement.

67 9. OTHER TERMS AND CONDITIONS: This contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders  
 68 signed by the parties and attached hereto numbered: GENERAL BUYER. THE PRINTED MATTER OF THIS  
 69 CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR® ASSOCIATION OF THE WESTERN SUBURBS AND THE DUPAGE  
 70 COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT AND TO SEEK LEGAL COUNSEL.

71 Date of Acceptance 12-1-99 (The date shall be inserted only after the parties have agreed to all the terms and conditions of this Contract)  
 72 BUYER(S) David Warr SELLER(S) David Young  
 73 Tax I.D./S.S. # \_\_\_\_\_ Tax I.D./S.S. # \_\_\_\_\_  
 74 BUYER(S) \_\_\_\_\_ SELLER(S) \_\_\_\_\_  
 75 Tax I.D./S.S. # \_\_\_\_\_ Tax I.D./S.S. # \_\_\_\_\_

FOR INFORMATION PURPOSES ONLY

76 BUYER'S AGENT \_\_\_\_\_ SELLER'S AGENT \_\_\_\_\_  
 77 If same agent for Seller and Buyer, execute Confirmation of Consent to Dual Agency \_\_\_\_\_  
 78 COMPANY NAME \_\_\_\_\_ COMPANY NAME \_\_\_\_\_

160. MEGGER OF AGREEMENTS: The agreement contains the entire agreement between the parties and there are no understandings or agreements other than those incorporated in this Agreement.

159. 25. STATUTORY COMPLIANCE: Buyer(s) and Seller(s) shall provide, and consent to the reporting of all information regarding the sale required by any act, regulation or statute, including all amendments thereto, of the State of Illinois or any agency or subdivision thereof.

158. 24. STATEMENT OF ASSESSMENTS: In the event the premises is a townhouse, condominium, or otherwise subject to a homeowner's association, Seller(s) shall provide to Buyer(s) a statement from the Board of Managers, Treasurer, or Managing Agent of the owner's association certifying payment of assessments for common expenses through the date of closing and Certificate of Insurance, if any, and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the Declaration of Condominium or Declaration of Covenants, Conditions and Restrictions, and any other documents as required by Statute, Declaration, or Covenants as a precondition to transfer of ownership.

157. 23. WELL AND SEPTIC TEST: In the event the premises has either a well or a septic system, Seller(s) shall provide to Buyer(s) at Seller(s) expense, prior to closing, test results indicating such system to be in compliance with the applicable state statutes and county health department regulations.

156. 22. TRANSFER TAX STAMPS: (a) Seller(s) shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps, (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax except if no party is so designated, then the City or Village transfer tax shall be paid by Buyer(s).

155. 21. FLOOD PLAIN: Buyer(s) will obtain flood insurance if the premises is located within a designated flood plain as determined by the Flood Plain Maps of the Department of Housing and Urban Development, and if said insurance is required by Buyer(s) lender.

154. 20. RISK OF LOSS: In the event that, prior to closing, the subject premises shall be destroyed by fire or other casualty to an extent that the cost of repair thereof exceeds 10% of the purchase price set forth herein, or in the event any portion of the subject premises shall be taken by condemnation, then, at the option of either party hereto, this Contract shall be declared null and void, and Buyer(s) shall be entitled to a return of all monies paid hereunder.

143. 19. SURVEY: Prior to closing date, Seller(s) shall at Seller(s) expense deliver to Buyer(s) or Buyer's attorney a special survey of the premises, dated not more than 6 months prior to the closing date, certified by a licensed surveyor, having all corners staked and showing all improvements, easements, and building lines existing as of this contract date. (In the event the premises is a condominium, only a copy of the page, showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.) If requested, Seller(s) shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey.

142. 18. NOTICES: All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney or attorney in fact and shall be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties or their attorneys at the addresses recited herein, which notice shall be effective on the date of postmark in the U.S. mail or (b) personally served on the Seller, Buyer, or the attorney, or (c) transmission of notice between the parties or their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on business days (Monday through Friday excluding weekends and legal holidays), during business hours (9:00 a.m. to 5:00 p.m.). If the facsimile is sent on a Saturday, Sunday or legal holiday or after 5:00 p.m., Monday through Friday, the effective date shall be the next business day. Notice to any one of a multiple person party shall be sufficient notice to all.

137. 17. ESCROW CLOSING: At the election of Seller(s) or Buyer(s), upon notice to the other party not less than 5 days prior to the closing date, the sale shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this Contract. Upon the creation of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the deed shall be made through the Escrow. The cost of the Escrow shall be divided equally between the Seller(s) and Buyer(s), except that Buyer(s) shall pay the money lender's escrow charges.

136. 16. CLEAN CONDITION: Seller(s) agrees to leave the premises in broom clean condition. All refuse and personal property not to be conveyed to Buyer(s) shall be removed from the premises at Seller's expense before the date of possession.

135. 15. AFFIDAVIT OF TITLE: Seller(s) shall furnish Buyer(s) at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 14, in the event that this contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller(s) shall be signed by the beneficiaries of said trust.

134. 14. TITLE: (a) At least 1 business day prior to the closing date, Seller(s) shall furnish or cause to be furnished to Buyer(s) at Seller(s) expense, a commitment issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association's Owners Policy (or equivalent policy) including coverage over General Schedule B exceptions in the amount of the purchase price covering the date hereof, subject only to: (1) the "permitted exceptions" as set forth in paragraph 5, (2) 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 (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller(s) at closing, and (3) acts done or suffered by or judgments against Buyer(s), or those claiming through or under Buyer(s); (b) If the title commitment discloses unpermitted exceptions, Seller(s) shall have 30 days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said 30-day period to allow Seller(s) time to have said exceptions waived. If Seller(s) fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer(s) may terminate the Contract between the parties, or may elect, upon notice to Seller(s) within 10 days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Buyer(s) does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer(s) hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

119. 13. SELLER(S) REPRESENTATIONS: Seller(s) represents: (a) that Seller(s) has not received a notice from any governmental body of any ordinance or building code violation or pending rezoning, reassessment, or special assessment proceedings affecting the premises; (b) that all equipment and appliances to be conveyed, including, but not limited to, the following are in operating condition on the date of closing: all mechanical equipment, including and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining within the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer(s); (c) if the property is being sold in an "AS IS" condition, Rider 406 shall be attached and made a part of this Contract, and representations contained in (b) in this paragraph of this Contract shall not apply.

104. 12. INSPECTIONS AND WARRANTIES: Buyer(s) shall be permitted reasonable inspection of the premises prior to closing. Buyer(s) is requested to make a preliminary inspection at least 10 days prior to closing and thereafter promptly to serve written notice to Seller(s) of any non-compliance with paragraph 13(b), which Seller(s) shall promptly remedy, at Seller(s) expense. A final inspection of the premises including all equipment, appliances and systems shall be made, if requested within 5 days prior to the closing date. The covenants, warranties and other provisions of this Contract shall survive the closing of this transaction; however, nothing contained in paragraph 13(b) shall be construed as a warranty that the items therein mentioned will remain in good repair beyond the closing. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYER(S) PRIOR TO CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE PREMISES AND THE ABOVE EQUIPMENT IS SATISFACTORY TO BUYER(S), AND SELLER(S) SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.

97. 11. PERFORMANCE: Time is of the essence of this Contract. Should Buyer(s) fail to perform this Contract, then at the option of the Seller(s) and upon written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and void and Seller(s) shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title to the premises and any and all improvements made upon said premises by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.

89. 10. ATTORNEYS MODIFICATION: The terms of this Contract, and all riders attached (except purchase price are subject to modification by the parties' attorneys within 5 business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within 10 business days of the date of acceptance, agreement is not reached, this Contract shall be null and void, and all earnest money shall be returned to Buyer(s).

83. 99. 84. 85. 86. 87. 88. 89.

# UNOFFICIAL COPY

## EXHIBIT "A"

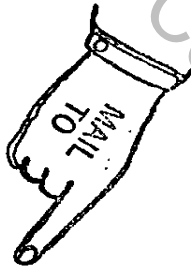
### LEGAL DESCRIPTION

625 W. 67th Street, Chicago, Illinois

**THE EAST 40 FEET OF THE WEST 68 FEET OF LOT 45 IN BLOCK 1 IN SMITH'S ADDITION TO NORMALVILLE, SAID ADDITION BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 20-21-302-022-0000**

**PROPERTY ADDRESS: 625 West 67th Street, Chicago, Illinois 60621**



Mail to: Randall Herbal  
10500 W. Cermak  
Westchester IL 60154

#### Filing Instruction:

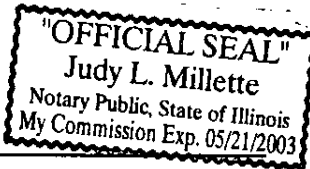
- (1) This document must be recorded with the recorder of the county in which the real estate held by this trust is located.
- (2) The recorded original or a stamped copy must be delivered to the trustee with the original assignment to be lodged.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 12-17, 1999 Signature: [Signature]  
Grantor or Agent

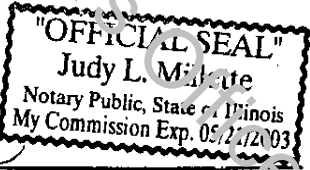
Subscribed and sworn to before me by the said [Signature] this 17th day of December, 1999.  
Notary Public Judy L. Millette



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 12-17, 1999 Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me by the said [Signature] this 17th day of December, 1999.  
Notary Public Judy L. Millette



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)