

**AFFIDAVIT**



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

MARTHA ZARAGOZA, being duly sworn on oath, deposes and states as follows:

1. My name is Martha Zaragoza and I reside at 1621 Belleview Avenue, Westchester Illinois, 60154.

2. I am the contract purchaser under certain Articles of Agreement for Deed by and between Contract Seller, Mike Mustafa, and Contract Purchasers, Martha Zaragoza and Valente Avila, dated October 15, 1996, for the following premises commonly known as 1955 West Washington Street, Chicago, Illinois, and legally described as follows:

Lots 22, 23 and 24 in Block 61 in the Caral Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the First Principal Meridian, in Cook County, Illinois

P.I.N. No. 17-07-426-001-0000. A copy of said Articles of Agreement is attached hereto as Exhibit "A." A "Memorandum of Installment Agreement for Deed" referring to said Articles of Agreement was recorded on November 6, 1996 as Document No. 96849524.

3. The above-referred-to Contract Seller was himself the land trust beneficiary of the contract purchaser of the same premises under prior Articles of Agreement for Deed by and between Contract Seller, Leon Bleichman, and Contract Purchaser, LaSalle National Trust, N.A., as Trustee under Trust No. 117489, dated October 30, 1992.

4. That prior hereto there was pending a suit for forcible entry and detainer in the Circuit Court of Cook County, Illinois, Case No. 99 M1 729033, brought by the above-referred-to Contract Seller, LaSalle National Bank Trust No. 117489 and Mike

*Per AD*

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Mustafa, beneficiary of said trust, Plaintiffs, in which said Plaintiffs, prior to any judgment, took a voluntarily dismissal of said suit on March 26, 2001, claiming that the said Plaintiffs had re-taken possession of the premises.

5. That contrary to said claim, Defendant Martha Zaragoza has been illegally deprived of possession by said Plaintiffs, by force, without her consent and without a Court Order for possession.

6. That furthermore, Contract Seller, LaSalle National Bank Trust No. 117489, and Mike Mustafa, beneficiary of said trust, continue to forcibly prevent the Contract Purchaser, Martha Zaragoza, from retaking possession of the premises, and furthermore, one or both said parties Plaintiff have put the said realty up for sale with a real estate broker without the consent of the Contract Purchaser, Martha Zaragoza.

7. That pursuant to her currently existing ownership rights in the premises, Contract Purchaser, Martha Zaragoza, has entered into a real estate sale contract dated April 5, 2001, said contract for the sale and purchase of the above-described premises to Dolores Secor, a copy of which real estate sale contract is attached hereto and marked Exhibit "B." Furthermore, Contract Purchaser Martha Zaragoza desires to lawfully transfer ownership of the above-referred-to premises to said purchaser.

8. Concurrently therewith, Contract Purchaser, Martha Zaragoza, also desires to pay off in full the balance due under the above-referred-to Articles of Agreement for Deed, since she maintains that said Articles of Agreement for Deed covering her purchase of the said premises are still in full force and effect.

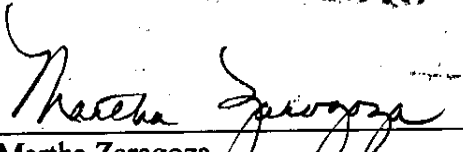
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Further Affiant sayeth not.

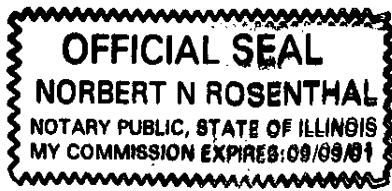
10351319

  
Martha Zaragoza

Subscribed and Sworn to before me this  
26<sup>th</sup> day of April, 2001.

  
Notary Public

MZara-Aff.042601



This Instrument Prepared by  
Norbert N. Rosenthal  
400 E. Randolph Dr.  
Suite 700  
Chicago, Ill 60601



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RECEIVED

*[Faint handwritten notes]*

1940

*[Handwritten signature]*

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*[Handwritten notes: Chicago, Ill. 60601, 100 State St, E. Randolph, N. Riverside, 100 State St, Chicago, Ill. 60601]*

*[Faint printed text]*

ARTICLES OF AGREEMENT FOR DEED UNOFFICIAL COPY

1. BUYER, MARTHA ZARAGOZA & VALENTE AVILA, Address 2304 South 59th Avenue Cicero, Cook County; State of Illinois, agrees to purchase, and SELLER, MIKE MUSTAFA, Address 14128 Butler Court, Plainfield, IL Will County; State of Ill agrees to sell to Buyer at the PURCHASE PRICE of TWO HUNDRED FIFTY THOUSAND Dollars (\$ 250,000.00) the PROPERTY commonly known as 1955 West Washington Chicago, IL and legally described as follows:

Exhibit A

Lots 22, 23 and 24 in Block 61 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(hereinafter referred to as "the premises")

with approximate lot dimensions of \_\_\_\_\_, together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screens; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units; and the following items of personal property:

100-518170

All of the foregoing items shall be left on the premises, are included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of final closing.

2. THE DEED

a. If the Buyer shall first make all the payments and perform all the covenants and agreements in this agreement required to be made and performed by said Buyer, at the time and in the manner hereinafter set forth, Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, by a recordable, stamped general Trustee's deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General real estate taxes not yet due and payable; (b) Special assessments confirmed after this contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduits; (g) the property is other than a detached, single-family home; party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the time of possession and easements established pursuant to the declaration of condominium.

b. The performance of all the covenants and conditions herein to be performed by Buyer shall be a condition precedent to Seller's obligation to deliver the deed aforesaid.

3. INSTALLMENT PURCHASE: Buyer hereby covenants and agrees to pay to Seller at 14128 Butler Court, Plainfield, IL 60544 or to such other person or at such other place as Seller may from time to time designate in writing, the purchase price and interest on the balance of the purchase price remaining from time to time unpaid from the date of initial closing at the rate of six (6%) per annum, all payable in the manner following to wit:

(a) Buyer has paid \$ 25,000.00

(b) ~~Buyer shall pay to Seller as earnest money~~ as earnest money to be applied on the purchase price. The earnest money shall be held by COZINGA, LEPORE, CAMPBELL & LORD for the mutual benefit of the parties concerned;

(b) At the time of the initial closing, the additional sum of \$ 15,000.00 plus or minus prorations, if any, as is hereinafter provided;

(c) The balance of the purchase price, to wit: \$ 210,000.00 to be paid in equal monthly installments of \$ 1,504.52 each, commencing on the 15 day of November, 1996 and on the 15th day of each month thereafter until the purchase price is paid in full ("Installment payments");

(d) The final payment of the purchase price and all accrued but unpaid interest and other charges as hereinbefore provided, if not sooner paid shall be due on the 1st day of November, 2002

(e) All payments received hereunder shall be applied in the following order of priority: first, to interest accrued and owing on the unpaid principal balance of the purchase price; second, to pay before delinquent all taxes and assessments which subsequent to the date of this Agreement may become a lien on the premises; third, and to pay insurance premiums falling due after the date of this Agreement; and fourth, to reduce said unpaid principal balance of the purchase price;

(f) Payments of principal and interest to Seller shall be received not in tenancy in common, but in joint tenancy with the right of survivorship.

4. CLOSINGS: The "initial closing" shall occur on October 15, 1996 (or on the date, if any, to which said date is extended by reason of subparagraph 8 (b) at Ticor Title Ins. Co. Oak Lawn, IL "final closing" shall occur if and when all covenants and conditions herein to be performed by Buyer have been so performed.

5. POSSESSION: Possession shall be granted to Buyer at 12:01 A.M. on October 15, 1996 provided that the full down payment minus net prorations due in favor of Buyer, if any, has been paid to Seller in cash or by cashier's or certified check on the initial closing date, and further provided that Buyer on such initial closing date is otherwise not in default hereunder.

6. PRIOR MORTGAGES: OR ARTICLES FOR DEED

(a) Seller reserves the right to keep or place a mortgage or trust deed ("prior mortgage") against the title to the premises with a balance including interest not to exceed the balance of the purchase price unpaid at any time under this Agreement, the lien of which prior mortgage shall, at all times notwithstanding that this Agreement is recorded, be prior to the interest that Buyer may have in the premises, and Buyer expressly agrees upon demand to execute and acknowledge together with Seller any such mortgage or trust deed (but not the notes secured thereby). No mortgage or trust deed placed on said premises including any such prior mortgage shall in any way accelerate the time of payment provided for in this Agreement or provide for payment of any amount, either interest or principal, exceeding that provided for under this Agreement, or otherwise be in conflict with the terms and provisions of this Agreement, nor shall such mortgage or trust deed in any way restrict the right of prepayment, if any, given to Buyer under this Agreement.

(b) Seller shall from time to time, but not less frequently than once each year and anytime Buyer has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such prior mortgage.

(c) In the event Seller shall fail to make any payment on the indebtedness secured by a prior mortgage or shall suffer or permit there to be any other breach or default in the terms of any indebtedness or prior mortgage, Buyer shall have the right, but not the obligation, to make such payments or cure such default and to offset the amount so paid or expended including all incidental costs, expenses and attorney's fees attendant thereto incurred by Buyer to protect Buyer's interests hereunder from the unpaid balance of the purchase price or from the installment payments to be made under this Agreement.

7. SURVEY: Prior to the initial closing, Seller shall deliver to Buyer or his agent a spotted survey of the premises; certified by a licensed surveyor, having all corners staked and showing all improvements existing as of this contract date and all easements and building lines. If the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

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**8. TITLE:**

(a) At least one (1) business day prior to the initial closing, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title and a Special Tax and Lien Search or Commitment issued by a title insurance company licensed to do business in Illinois to issue a contract purchaser's title insurance policy in the current form of American Land Title Association's Policy for equivalent policy in the state of the purchase price. The title insurance policy shall cover the purchase price of the property and shall be subject to the following exceptions: (1) 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; (2) the "permitted exceptions" set forth in paragraph 2; (3) prior mortgages permitted in paragraph 6; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyer, or those claiming by, through or under the Buyer.

(b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (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 initial closing shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller 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, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (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 the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If a Special Tax Search, Lien Search, a Judgment Search or the title commitment disclose judgments against the Buyer which may become liens, the Seller may declare this Agreement null and void and all earnest money shall be forfeited by the Buyer.

(e) Buyer's taking possession of the premises shall be conclusive evidence that Buyer in all respects accepts and is satisfied with the physical condition of the premises, all matters shown on the survey and the condition of title to the premises as shown to him on or before the initial closing. Seller shall upon said delivery of possession have no further obligation with respect to the title or to furnish further evidence thereof, except that Seller shall remove any exception or defect not permitted under paragraph 8 (a) resulting from acts done or suffered by, or judgments against the Seller between the initial closing and the final closing.

**9. AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at or prior to the initial closing and, again, prior to final closing with an Affidavit of Title, covering said dates, subject only to those permitted exceptions set forth in paragraph 2, prior mortgages permitted in paragraph 6 and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 8. In the event the title to the property is held in trust, the Affidavit of Title required to be furnished by Seller shall be signed by the Trustee and the beneficiary or beneficiaries of said Trust. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

**10. HOMEOWNERS ASSOCIATION:**

(a) In the event the premises are subject to a townhouse, condominium or other homeowner's association, Seller shall, prior to the initial closing, furnish Buyer a statement from the Board of managers, treasurer or managing agent of the association certifying payment of assessments and, if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration or bylaws together with any other documents required by the declaration or bylaws thereto as a precondition to the transfer of ownership.

(b) The Buyer shall comply with any covenants, conditions, restrictions or declarations of record with respect to the premises as well as the bylaws, rules and regulations of any applicable association.

**11. PRORATIONS:** Insurance premiums, general taxes, association assessments and, if final meter readings cannot be obtained, water and other utilities shall be adjusted ratably as of the date of initial closing. Real estate taxes for the year of possession shall be prorated as of the date of initial closing subject to repayment upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the initial closing date until the date of the first installment payment shall be a proration credit in favor of the Seller.

**12. ESCROW CLOSING:** At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the date of either the initial or final closing, this transaction or the conveyance contemplated hereby shall be made through escrow with a title company, bank or other institution or an attorney licensed to do business or to practice in the State of Illinois in accordance with the general provisions of an escrow trust covering articles of agreement for deed consistent with the terms of this Agreement. Upon creation of such an escrow, anything in this Agreement to the contrary notwithstanding, installments or payments due thereafter and delivery of the Deed shall be made through escrow. The cost of the escrow including an ancillary money lender's escrow, shall be paid by the party requesting it.

**13. SELLER'S REPRESENTATIONS:**

(a) Seller expressly warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this Agreement was executed, has been received by the Seller, his principal or his agent within ten (10) years of the date of execution of this Agreement.

(b) Seller represents that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request prior to the time of possession, Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at Seller's expense correct the deficiency. **IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE DATE SPECIFIED FOR INITIAL CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO.**

(c) Seller agrees to leave the premises in broom clean condition. All refuse and personal property not to be delivered to Buyer shall be removed from the premises at Seller's expense before the date of initial closing.

**14. BUYER TO MAINTAIN:** Buyer shall keep the improvements on premises and the grounds in as good repair and condition as they now are, ordinary wear and tear excepted. Buyer shall make all necessary repairs and renewals upon said premises including by way of example and not of limitation, interior and exterior painting and decorating; window glass; heating, ventilating, and air conditioning equipment, plumbing and electrical systems and fixtures; roof; masonry including chimneys and fireplaces, etc. If, however, the said premises shall not be thus kept in good repair, and in a clean, sightly, and healthy condition by Buyer, Seller may either (a) enter same, himself, or by their agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with Buyer's possession of the premises, and make the necessary repairs and do all the work required to place said premises in good repair and in a clean, sightly, and healthy condition, and Buyer agrees to pay to Seller, as to such additional purchase price for the premises, the expenses of the Seller in making said repairs and in placing the premises in a clean, sightly, and healthy condition; or (b) notify the Buyer to make such repairs and to place said premises in a clean, sightly, and healthy condition within thirty (30) days of such notice, except as is otherwise provided in paragraph 21), and, upon default by Buyer in complying with said notice, then, Seller may avail himself of such remedies as Seller may elect, if any, from those that are by this Agreement or at law or equity provided.

**15. FIXTURES AND EQUIPMENT:** At the time of delivery of possession of the premise to Buyer, Buyer also shall receive possession of the personal property to be sold to Buyer pursuant to the terms of this Agreement as well as of the fixtures and equipment permanently attached to the improvements on the premises, but until payment in full of the purchase price is made, none of such personal property, fixtures or equipment shall be removed from the premises without the prior written consent of the Seller.

**16. INSURANCE:**

(a) Buyer shall from and after the time specified in paragraph 5 for possession, keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on premises with a company, or companies, reasonably acceptable to Seller in policies conforming to Insurance Service Bureau Homeowners form 3 ("H.O.3") and, also, flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of purchase price, then at such full insurable value) for the benefit of the parties hereto and the interests of any mortgagee or trustee, if any, as their interests may appear; such policy or policies shall be held by Seller, and Buyer shall pay the premiums thereon when due.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (i) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (ii) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of purchase price.

**17. TAXES AND CHARGES:** It shall be the Buyer's obligation to pay immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish Seller with the original or duplicate receipts therefor.

**18. FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any, provided in paragraph 3, Buyer shall deposit with the Seller on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "fund") equal to one-twelfth of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyer, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this Agreement.

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The funds shall be held by Seller in an institution the deposit or account of which are insured or guaranteed by a Federal or State agency. Seller is hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments, rents and premiums. Seller shall, upon the request of the Buyer, give the Buyer an annual accounting of all such funds deposited and disbursed including evidence of payment receipts. The funds are hereby pledged as security for the periodic payments and interest on the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyer's covenants or agreements hereunder of which Seller has given written notice to Buyer and, second, at Buyer's option, as a cash refund to Buyer or a credit toward Buyer's future obligations hereunder. If the amount of the funds held by Seller shall not be sufficient to pay all such charges as herein provided, Buyer shall pay to Seller any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Seller to Buyer requesting payment thereof.

Seller may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyer be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this Agreement. Upon payment in full of all sums due hereunder, Seller shall promptly refund to Buyer any funds so held by Seller.

#### 19. BUYER'S INTEREST:

(a) No right, title, or interest, legal or equitable, in the premises described herein, or in any part thereof, shall vest in the Buyer until the Deed, as herein provided, shall be delivered to the Buyer.

(b) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, whether installed or constructed on or about said premises by the Buyer or others shall belong to and become the property of the Seller without liability or obligation on seller's part to account to the Buyer therefore or for any part thereof.

#### 20. LIENS:

(a) Buyer shall not suffer or permit any mechanics' lien, judgment lien or other lien of any nature whatsoever to attach to or be against the property which shall or may be superior to the rights of the Seller.

(b) Each and every contract for repairs or improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim of lien against the subject premises, and no contract or agreement, oral or written shall be executed by the Buyer for repairs or improvements upon the premises, except if the same shall contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract shall be promptly delivered to Seller.

#### 21. PERFORMANCE:

(a) If Buyer (1) defaults by failing to pay when due any single installment or payment required to be made to Seller under the terms of this Agreement and such default is not cured within ten (10) days of written notice to Buyer; or (2) defaults in the performance of any other covenant or agreement hereof and such default is not cured by Buyer within thirty (30) days after written notice to Buyer (unless the default involves a dangerous condition which shall be cured forthwith); Seller may treat such a default as a breach of this Agreement and Seller shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) maintain an action for the unpaid installments; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Buyer's interest under this Agreement and retain all sums paid as liquidated damages in full satisfaction of any claim against Buyer, and upon Buyer's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Buyer to reinstate as provided in that Act.

(b) As additional security in the event of default, Buyer assigns to Seller all unpaid rents, and all rents which accrue thereafter, and in addition to the remedies provided above and in conjunction with any one of them, Seller may collect any rent due and owing and may seek the appointment of receiver.

(c) If default is based upon the failure to pay taxes, assessments, insurance, or liens, Seller may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Buyer to Seller.

(d) Seller may impose and Buyer agrees to pay a late charge not exceeding 5% of any sum due hereunder which Seller elects to accept after the date the sum was due.

(e) Anything contained in subparagraphs (a) through (d) to the contrary notwithstanding, this Agreement shall not be forfeited and determined, if within 20 days after such written notice of default, Buyer tenders to Seller the entire unpaid principal balance of the Purchase Price and accrued interest then outstanding and cures any other defaults of a monetary nature affecting the premises or monetary claims arising from acts or omissions of Buyer under this Agreement.

#### 22. DEFAULT, FEES:

(a) Buyer or Seller shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance, in defending an proceeding to which Buyer or Seller is made a party to any legal proceedings as a result of the acts or omissions of the other party.

(b) (1) All rights and remedies shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically waived in this Agreement; (2) no waiver of any breach or default of either party hereunder shall be implied from any omission by the other party to take any action on account of any similar or different breach or default; the payment or acceptance of money after it is due after knowledge of any breach of this agreement by Buyer or Seller, or after the termination of Buyer's right of possession hereunder, or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend this Agreement nor affect any such notice, demand or suit or any right hereunder not herein expressly waived.

23. NOTICES: All notices required to be given under this Agreement shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties addressed if to Seller at the address shown in paragraph 1 or if to the Buyer at the address of the premises. Notice shall be deemed made when mailed or served.

24. ABANDONMENT: Fifteen days' physical absence by Buyer with any installment being unpaid, or removal of the substantial portion of Buyer's personal property with installments being paid, and, in either case, reason to believe Buyer has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Buyer. In such event, and in addition to Seller's remedies set forth in paragraph 20, Seller may, but need not, enter upon the premises and act as Buyer's agent to perform necessary decorating and repairs and to re-sell the premises outright or on terms similar to those contained in this Agreement with allowance for then existing marketing conditions. Buyer shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Buyer's interest therein shall thereby pass under this Agreement as a bill of sale to Seller without additional payment by Seller to Buyer.

25. SELLER'S ACCESS: Seller may make or cause to be made reasonable entries upon and inspection of the premises, provided that Seller shall give Buyer notice prior to any such inspection specifying reasonable cause therefor related to Seller's interest in the premises.

26. CALCULATION OF INTEREST: Interest for each month shall be added to the unpaid balance of the first day of each month at the rate of one-twelfth of the annual interest rate and shall be calculated upon the unpaid balance due as of the last day of the preceding month based upon a 360 day year. Interest for the period from the date of initial closing until the date the first installment is due shall be payable on or before the date of initial closing.

27. ASSIGNMENT: The Buyer shall not transfer, pledge or assign this Agreement, or any interest herein or hereunder nor shall the Buyer lease nor sublet the premises, or any part thereof. Any violation or breach or attempted violation or breach of the provisions of this paragraph by Buyer, or any acts inconsistent herewith, shall vest no right, title or interest herein or hereunder, or in the said premises in any such transferee, pledgee, assignee, lessee or sub-lessee, but Seller may, at Seller's option, declare this Agreement null and void and invoke the provisions of this Agreement relating to forfeiture hereof.

28. FINAL CLOSING: Buyer shall be entitled to delivery of the Deed of conveyance aforesaid Affidavit of Title and a Bill of Sale to the personal property to be transferred to Buyer under this Agreement at any time upon payment of all amounts due hereunder in the form of cash or cashier's or certified check made payable to Seller, which amount shall be without premium or penalty. At the time Buyer provides notice to Seller that he is prepared to prepay all amounts due hereunder, Seller forthwith either shall produce and record at his expense a release deed for the prior mortgage, or obtain a currently dated loan repayment letter reflecting the amount necessary to discharge and release the prior mortgage. Seller shall have the right to repay and discharge such prior mortgage in whole or in part from sums due hereunder from Buyer. The repayment of the prior mortgage shall be supervised and administered by Buyer's mortgage lender, if any. Upon repayment of the prior mortgage Seller shall receive the cancelled note and a release deed in form satisfactory for recording which shall be delivered to Buyer. Seller shall give Buyer a credit against the balance of the purchase price for the cost of recording such release. In the event Buyer does not have a mortgage lender, then the delivery of the cancelled note to Seller shall be simultaneous with the delivery of the Deed from Seller to Buyer, and to facilitate the delivery of documents and the payment of the prior mortgage and the balance of the amount due hereunder, the parties agree to complete such exchange at the offices of the holder of the note secured by the prior mortgage. At the time of delivery of the Deed, Buyer and Seller shall execute and furnish such real estate transfer declarations as may be required to comply with State, County or local law. Seller shall pay the amount of any stamp tax then imposed by State or County law on the transfer of title to Buyer, and Buyer shall pay any such stamp tax and meet other requirements as then may be established by any local ordinance with regard to the transfer of title to Buyer unless otherwise provided in the local ordinance.

#### 29. TITLE IN TRUST:

(a) In the event that title to the premises is held in or conveyed into a trust prior to the initial closing, it shall be conveyed to Buyer when and if appropriate under the terms of this Agreement in accordance with the provisions of paragraph 2, except that the conveyance shall be by Trustee's Deed. In such case, the names and addresses of each and every beneficiary of and person with a power to direct the Title Holder is attached hereto and by this reference incorporated herein at Exhibit A.

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(b) The beneficiary or beneficiaries of and the person or persons with the power to direct the Trustee shall cumulatively be deemed to jointly and severally have all of the benefits, obligations and duties by the Seller to be enjoyed or performed hereunder and such person or persons with the power to direct the Trustee jointly and severally agree to direct the Trustee in such obligations and duties as such person or persons may have under the terms of the Trust Agreement or otherwise. A beneficiary may exercise such rights directly or through a trustee or other person holding a trust, but the trustee shall not be bound to act upon the written request of

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RIDER ATTACHED TO AND MADE A PART OF CONTRACT DATED October 15, 1996

This Contract is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 117489, as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental damage.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

10351313

MLL MMHAT  
MIKE MUSTAFA, Beneficiary of  
LASALLE NAT'L BANK TRUST NO. 117489  
This instrument prepared by  
ANTHONY J. LEPORE  
2940 West 95th Street  
Evergreen Park, IL 60805  
STATE OF ILLINOIS  
COUNTY OF 1

See Attached Rider for Trustee's Exoneration Clause

LASALLE NATIONAL BANK AS TRUSTEE  
AND NOT PERSONALLY  
By: [Signature]  
Vice President  
Buyer: \* [Signature]  
\* [Signature]  
Assistant Secretary

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MIKE MUSTAFA personally known to me to be the same person MIKE MUSTAFA whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.  
ANTHONY J. LEPORE  
Notary Public, State of Illinois  
My Commission Expires 7/6/97  
15<sup>th</sup> day of October, 1996  
[Signature]  
Notary Public

Commission expires July 6, 1997  
STATE OF ILLINOIS  
COUNTY OF 1

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Valentina Avila personally known to me to be the same person Valentina Avila whose name subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal this 15 day of October, 1996  
[Signature]  
Notary Public  
Commission expires 01/04/00

STATE OF ILLINOIS  
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bek Vice President of LaSalle National Bank and Nancy A. Carlin Assistant Secretary of said corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15 day of September, 1997  
[Signature]  
Notary Public

JACKIE FELDEN  
NOTARY PUBLIC STATE OF ILLINOIS  
My Commission Expires 12/11/98  
Commission expires 12/11/98

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Real Estate Sales Contract

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Exhibit "B"

1. Delores Secor or her Nominee (Purchaser) agrees to purchase at a price of \$ 450,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

(see legal description on Rider attached hereto and made part hereof)

commonly known as 1955 W. Washington St. Chicago, Ill 60612 and with approximate lot dimensions of 125 x , together with the following property presently located thereon:

None

2. Martha Zaragoza (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Warranty deed, with release of homestead rights, if any, 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 (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; \*\* (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) 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) . \*\* Provided the balance due on said special taxes or assessments shall not exceed the sum of \$10,000.00.

3. Purchaser has paid \$ 45,000 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 language and subparagraphs not applicable)

\*provided said items do not materially interfere with Purchaser's commercial use of property, which

(a) The payment of \$ 405,000.00 plus or minus prorations Purchaser shall advise Seller in writing concurrently herewith.

(b) The payment of \_\_\_\_\_ and the balance payable as follows:

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by \_\_\_\_\_ and identified as Nos. \_\_\_\_\_ \*\* and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(\*\*If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by The Chicago Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or 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. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on June 13, 2001 or on the date, if any, to which such time is extended by reason of paragraphs 7 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title & Trust Co. or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to Joseph Cacciatore & Co. 527 S. Wells - 7th floor Loop Office as agreed between Purchaser and said Broker in the amount set forth in the broker's listing contract or as follows:

7. The earnest money shall be held by Chicago Title & Trust Co. as Escrowee for the mutual benefit of the parties. See rider attached hereto and made part hereof

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected, which will not have been corrected by the closing hereof.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 3 days from the date hereof, 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 Conditions and Stipulations are made a part of this contract. 10. Purchaser acknowledges that she or her Nominee is purchasing the subject premises in condition "as is" without representations as to the condition of the premises. Dated: 4/5/01

Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_
Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_
Seller: Martha Zaragoza Address: 1621 Bellevue, Westchester, IL
Seller: \_\_\_\_\_ Address: \_\_\_\_\_

\*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

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11/11/2020

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# Real Estate Sales Contract **UNOFFICIAL COPY**

1. Delores Secor or her Nominee (Purchaser)  
agrees to purchase at a price of \$ 450,000.00 on the terms set forth herein, the following described real estate  
in Cook County, Illinois:

(see legal description on Rider attached hereto and made part hereof)

commonly known as 1955 W. Washington St. Chicago, Ill 60612, and with approximate lot dimensions of  
75 x 125, together with the following property presently located thereon:

None

2. Martha Zaragoza (Seller)  
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to  
Purchaser or nominee title thereto by a recordable Warranty deed, with release of homestead rights, if any, 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~~ (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; \*\*  
(f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) ~~mortgage or trust deed specified~~  
~~below, if any;~~ (h) 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 \*\* Provided the balance due on said special taxes or  
assessments shall not exceed the sum of \$10,000.00.

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3. Purchaser has paid \$ 45,000 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 language and subparagraphs not applicable)*

\*provided said items do not materially interfere with Purchaser's commercial

use of property, which  
se (a) The payment of \$ 405,000.00 plus or minus prorations  
Purchaser shall advise Seller in writing concurrently herewith.

(b) The payment of \_\_\_\_\_ and the balance payable as follows:

to be evidenced by the note of Purchaser (grantee), providing for full payment privileges without penalty, which shall be secured by a  
part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of  
this attachment, the forms prepared by \_\_\_\_\_ and identified as Nos. \_\_\_\_\_, \*\* and  
by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the  
Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and  
assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association  
loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(\*\*If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the  
forms used by The Chicago Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or 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. Seller, at his own expense, agrees to furnish Purchaser a ~~current~~ plat of survey of the above real estate made, and so certified by the surveyor as having  
been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on June 13, 2001 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the  
Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of  
Chicago Title & Trust Co. or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.  
Purchaser Loop Office

6. Seller agrees to pay a broker's commission to Joseph Cacciatore & Co. 527 S. Wells - 7th floor  
in the amount set forth in the broker's listing contract or as follows: as agreed between Purchaser and said Broker

7. The earnest money shall be held by Chicago Title & Trust Co. as Escrowee  
for the mutual benefit of the parties. See rider attached hereto and made part hereof

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other  
governmental authority of zoning, building, fire or health code violations in respect to the real estate ~~that have not been heretofore corrected~~, which  
will not have been corrected by the closing hereof.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 3 days from  
the date hereof, 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 Conditions and Stipulations are made a part of this  
contract. 10. Purchaser acknowledges that she or her Nominee is purchasing the

Dated: 4/5/01 SEE RIDER ATTACHED HERE TO subject premises in condition "as is" without an  
representations as to the condition of the  
premises.

Purchaser: Delores Secor Address: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_

Seller: \_\_\_\_\_ Address: \_\_\_\_\_

Seller: \_\_\_\_\_ Address: \_\_\_\_\_

\*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

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CONDITIONS AND STIPULATIONS **UNOFFICIAL COPY**

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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, the plat of survey (if one is required to be delivered under the terms of this contract) and 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, (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 or defects in the title disclosed by the survey, 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 or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects 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 action 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. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

- (a) 100 % of the most recent ascertainable taxes;
- (b) The most recent ascertainable taxes and subsequent adjustment thereof pursuant to the terms of reparation letter attached hereto and incorporated herein by reference.
- (c) [Other] \_\_\_\_\_

~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows. \_\_\_\_\_~~

All prorations 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 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 provisions 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 paragraph 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. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

~~Alternative 3:~~

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: \_\_\_\_\_~~

(Strike two of the three alternatives.)

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act ~~(do) (do not)~~ <sup>may</sup> apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

~~(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.~~

~~(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.~~

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RIDER BEARING LEGAL DESCRIPTION ATTACHED TO AND FORMING PART  
OF THE REAL ESTATE SALE CONTRACT DATED APRIL 5, 2001, BY AND  
BETWEEN DELORES SECOR ("PURCHASER") AND MARTHA ZARAGOGA  
("SELLER") FOR THE PROPERTY COMMONLY KNOWN AS 1955 W.  
WASHINGTON STREET, CHICAGO, ILLINOIS

---

Lots 22,23 and 24 in Block 61 in the Canal Trustees' Subdivision of Section 7, Township  
39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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ILLINOIS

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**UNOFFICIAL COPY**  
RIDER TO THE REAL ESTATE SALES CONTRACT DATED APRIL 5, 2001, BY AND BETWEEN DELORES SECOR ("PURCHASER") AND MARTHA ZARAGOZA ("SELLER") FOR THE PROPERTY COMMONLY KNOWN AS 1955 WEST WASHINGTON STREET, CHICAGO, ILLINOIS

---

The undersigned parties agree to the following terms and conditions:

**10351319**

R-1

This Rider and the printed Real Estate Sales Contract to which it is attached shall be deemed one instrument. In the event of any conflict between the terms and provisions of this Rider and those contained in the Real Estate Sales Contract to which it is attached, the terms and provisions of this Rider shall prevail. Said Real Estate Sales Contract and this Rider are collectively referred to herein as the "Contract".

R-2

The earnest money shall be deposited into a strict joint order escrow at Chicago Title Insurance Company for the mutual benefit of the parties. The cost, if any, shall be evenly divided between the parties, except the cost of investing such funds shall be borne by the Purchaser. Any interest that accrues on the earnest money shall be paid to the Purchaser.

R-3

This real estate sale contract is subject to Seller's procurement within 60 days of the date hereof, of a deed of conveyance from the Seller under the installment contract for deed under which Seller Martha Zaragoza was heretofore purchasing the subject premises as contract purchaser.

R-4

The title commitment to be issued to owner shall include extended coverage over the standard or general exceptions and an ALTA zoning endorsement for parking showing that the property is zoned C1-3. The cost for the extended coverage and zoning endorsements shall be paid by Purchaser.

R-5

The survey to be provided to Purchaser shall be no more than six (6) months old at the time of closing, and shall contain sufficient information so the Chicago Title will issue the extended coverage and zoning endorsements. The excess cost of procuring such an Alta survey certified to Chicago Title over the cost of a plain survey shall be paid for by Purchaser.

R-6

At or prior to the time of closing, the seller will cause any amounts that are due and owing to the City of Chicago to be paid, including but not limited to driveway fees, water and sewer charges and any other fees that pertain to the property.

R-7

All real estate taxes shall be prorated on the basis of 110% off the most recent ascertainable taxes and shall be re-prorated between the parties within 30 days after the issuance of the final real estate tax bills for the year 2000 payable in 2001, and for the year 2001 payable in 2002, as the case may be, it being the intention of the parties to re-prorate for each tax year separately. This agreement shall survive the closing hereof.

R-8

Seller agrees to issue the deed to the entity or party as Purchaser directs.

R-9

Seller shall comply with disclosure requirements of the Illinois Responsible Property Transfer Act prior to closing or provide an appropriate affidavit if it does not apply.

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R-10

This transaction shall close in escrow as set forth in Paragraph 6 of the Conditions and Stipulations of the Real Estate Sales Contract.

R-11

At least ten (10) days prior to closing Seller shall deliver to Purchaser evidence reasonably satisfactory to Purchaser that the sale of the property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under Section 902(d) or any other applicable section ("Section 902(d)") of the Illinois Income Tax Act or 35 ILCS 120/5j of the Retailer's Tax (collectively, the "Acts"). If said evidence is not so delivered to Purchaser, as aforesaid, then Seller shall, or Purchaser may, notify the Illinois Department of Revenue ("Department") of the intended sale and request the Department to make a determination as to whether the Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Acts. Seller agrees that Purchaser may, at closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by Section 902(d) and/or 35 ILCS 120/5j. Purchaser shall deposit the amount so withheld in escrow with the Escrowee pursuant to terms and conditions acceptable to Seller and Purchaser, but in any event, complying with Section 902(d).

In addition to complying with any applicable State of Illinois requirements as set forth above, the Seller shall comply with any City of Chicago ordinances regarding bulk sales or transfers of businesses assets, if applicable to this sale and purchase.

R-12

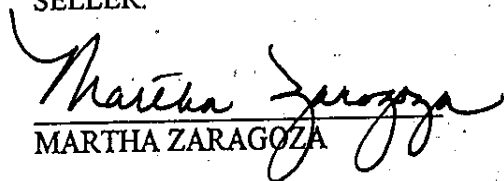
The reference in the Real Estate Sales Contract to Purchaser purchasing the property, "as is" pertains to the physical condition of the property only.

R13

In the event Seller is entitled to a refund of real estate taxes from Cook County which taxes Seller has heretofore paid, or will pay hereafter, said refund procured through any action including, but not limited to CERTIFICATE OF ERROR PROCEEDINGS, tax appeals, or court action, Purchaser agrees to cooperate with Seller on same including executing any relevant documents to process such applications for refunds, and Purchaser further agrees not to make any claim as to any portion of any refunded taxes not paid by Purchaser. This agreement shall also survive the closing hereof.

DATED: 4/5/01

SELLER:

  
MARTHA ZARAGOZA

DATED: \_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
DELORES SECOR

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## R-10

This transaction shall close in escrow as set forth in Paragraph 6 of the Conditions and Stipulations of the Real Estate Sales Contract.

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## R-11

At least ten (10) days prior to closing Seller shall deliver to Purchaser evidence reasonably satisfactory to Purchaser that the sale of the property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under Section 902(d) or any other applicable section ("Section 902(d)") of the Illinois Income Tax Act or 35 ILCS 120/5j of the Retailer's Tax (collectively, the "Acts"). If said evidence is not so delivered to Purchaser, as aforesaid, then Seller shall, or Purchaser may, notify the Illinois Department of Revenue ("Department") of the intended sale and request the Department to make a determination as to whether the Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Acts. Seller agrees that Purchaser may, at closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by Section 902(d) and/or 35 ILCS 120/5j. Purchaser shall deposit the amount so withheld in escrow with the Escrowee pursuant to terms and conditions acceptable to Seller and Purchaser, but in any event, complying with Section 902(d).

In addition to complying with any applicable State of Illinois requirements as set forth above, the Seller shall comply with any City of Chicago ordinances regarding bulk sales or transfers of businesses assets, if applicable to this sale and purchase.

## R-12

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## R13

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DATED: \_\_\_\_\_

SELLER:

\_\_\_\_\_  
MARTHA ZARAGOZA

DATED: 7/05/01

PURCHASER:

Delores Secor  
DELORES SECOR

UNOFFICIAL COPY

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