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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.:

1409 ST5025150 NWA

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

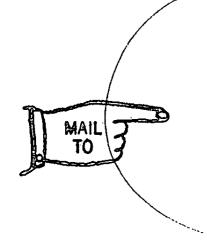
LOTS 15, 16, 17 AND 18 IN CHARLES E. BROWNES SUBDIVISION OF LOTS 7 TO 10 AND 25 TO 27 IN BLOCK 35 IN THE VILLAGE OF GLENCOE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 9, 1983 AS DOCUMENT NUMBER 487276 IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

2001-06-20 14:46:09

47.50

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05-07-110-031-0000 05-07-110-032-0000 05-07-110-033-0000



Property of Cook County Clerks Office 3)75 Commercial Ave # 222 Northbrook, IL 60062

	EALTOR*			= 1	
	WHEN EXECUTED BY ALL PARTIES T	IIS VILL BECOMEA LEGAL	PINDING AND EVIE		EQUAL HOUSING OPPORTURITY
1 2 3	(Seller	ECORD	DATE:	<u>-6-200/ .</u>	
4 5	OFFER OF PURCHASER: I/We (Purchaser) offer to purchase the	e real estate known as: NOE COK	17	(0000	
6 7	Street City	County	State	60033 e Zip	·
8	Legally described on exhibit A, if any. Lot size approximately	DER SURVEY			
10	INCLUSIONS: The following shall be included: personal property, if	f any, located on the real estate as of th	ne date hereof, for which a bill o	of sale will be given: screens, storm	n windows
12 13	and doors; shades, window blinds; drapery rods; curtain rods; radi mirrors, shelving, interior shutters, cabinets and bookcases; awnin detectors; as well as the following specific items; ALL MITTER				
115 118	, distribution of the state of	WASHER, DENOE, 196	ATTACHED SHE	ALL WINDOWTREAT ELVES, CABINETS	THE EXT
7/P.	EXCLUSIONS: The following shall be excluded:	Can Bon	<u> </u>		
20 20	1-PRICE: Purchase Price: \$/_025_000 Initial to Upon association	carneet makey \$ in the planee of this effer, said check chall in	he form of	shock dated	payable
21 22	Paragraph 7. The earnest mency shall be increased to Soller's acceptance hereof. Soil initial earnest mency shall be re				days ofter
23 24 25	2. FINANCING: This contract is contingent upon the ability of Purch	ases to secure within de	ys after Seller's acceptance :	commitment for a loan evidenced	
26 27	to be Secured by a mortgage or trust deed on the real estate in the interest rate north exceed% or an adjustable rate loan cap not to exceed%. said loan to be among the property of the cap of the	amount or \$	%, adjustment c	nount as Purchaser shall accept, warrant to exceed% ar	ith a fixed nd lifetime
28 29	financing as provided in Finance Ader.	ized over a minimum of	years, with a loan servic	e charge not to exceed	% or other
30 31	If Purchaser makes a good faith e', or but is unable to obtain a commi in Paragraph 2. IF SELLER IS NOT SO NOTIFIED WITHIN SU COMMITMENT OR TO HAVE ACCUSED TO PURCHASE THE				
32 33	ACTUALLY OBTAINED. If Seller is so not lied. Seller may, at Seller	er's option willing	GE FINANCING OR BASED	UPON THE MORTGAGE COM	VITMENT
34 35	to secure a mortgage commitment on behalf of hurchaser upon sub- for comparable loans established by any leading a stitution with a p	stantially the same terms for the mortge	ige loan contemplated herein v	with such other material terms and o	conditions
36 37	If Seller is thereafter unable of unwilling to secure such commitmen	cial information and to sign customary	papers relating to the applicating as beromerous	tion for securing of a mortgage com	nmitment.
38 39	money shall be returned to Purchaser. UNLESS A ** OME SALE A CONTRACT UPON RECEIVING A CONDITIONAL COMP ** TIMEN	IND/OR HOME OF ASING DIDED IS .	TTACHED THE DISCUSOR	ER WAIVES HIS RIGHT TO CANO	CEL THIS
1	3-PAYMENT METHODS: The Purchase Price shall be paid, Judge	ct to prorations, all in cash, by cashie	's check or certified check at	closing.	
3	4-CLOSING: (a) Closing or escrow payout shall be on ASP 1	e 3.500 provided title confor	To with this contract or how he	an account of the December of	nveyance
4 5	(b) Title shall be conveyed at the time required by this	Hights (or other appropriate deed if tit	le is in trust or in an estate) ar	nd payment of purchase price.	
6 7 8	torimprevements netyet completed; installmente, if any, not due at the and liquor restrictions of record; zoning and building laws and ordin wall rights and agreements; if any, existing leases and tenancies in	ancest with the hublic and utility easen	ents: coverante and restriction	or of record on to use and assume	
9	or suffered by or through the Purchaser. (c) This sale shall be closed at office of Purchaser's	· · · · · · · · · · · · · · · · · · ·		- ·	acts done
1	(Name) 6 85 79 REED or, at request of either party, in escrow with the title company issui	(Address)			
3 4		A ~ / A ~			
-	5-PHUHATIONS: Heal Estate taxes (based on 110% of most rece	ent ascertainable taxes, a signable in	surance policies, if requested	by Purchaser: rents, if any; water to	hne seve
6	5-PRORATIONS: Real Estate taxes (based on \$10\)% of most rece other proratable items including flood hazard insurance shall be prora	ent ascertainable (axes), a signable in ated to date of bossession. Professional Pr		by Purchaser; rents, if any; water to	axes and available.
6 7 8	# 56	as security to Purchaser for p	to agree to reprorate where \$\(\frac{\pi}{\pi}\) is been closed. \$\(\frac{\pi}{\pi}\) is been closed. \$\(\frac{\pi}{\pi}\) is ion, to be paid to the Purchas	of the purchase price is to	o be held er day for
6 7 8 9	E POSSESSION: Possession shall be delivered on in escrow by	as security to Purchaser for p	to agree to reprorate where the been elected. \$	of the purchase price is to	o be held er day for
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6 7 8 9 0 1 2 3 4	E-POSSESSION: Possession shall be delivered on in escrow by	as security to Purchaser for poor comments of the security to poor paid to Sellor. Retention of poor comments of the security of	io boon closed. 6 incident, to be part to the Purchased the premises and delivered ion? See		o be helder day for broker(s):
6 7 8 9 0 1 2 3 4 5 6 7	E POSSESSION: Possession shall be delivered on in escrow by each day possession is within all be profession in delivered on in escrow by each day possession is within all be profession in delivered shall be notice. 7-EARNEST MONEY. Earnest money and this contract shall be held agrees that said earnest money is to be held in a federally insured fire contract money is to accrue to Purchaser and is to be paid to Purchaser and is to be paid to Purchaser.	ated to date of possession. At a sheet the burning the country to Purchaser for possession as security to Purchaser for possession and the country to Purchaser for possession and the country to paid to Seller. Retention of possession are the country to purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the time of clocing or upon the purchaser at the p	is been closed. \$ ision, to be paid to the Purchased the premises and delivered ion?	af the purchase price is to see at the rate of \$	o be helder day for broker(s):-
5 7 3 9 1 2 3 3 3 3 3 3	E POSSESSION: Possession chall be delivered on in escrow by	as security to Purchaser for poer as security to Purchaser for poer as security to Purchaser for poer as deemed givernwhen Seller has yet to paid to Seller. Retention of poessess of by money market deposit occurn at a burnhaser at the time of electing or upon approval hereof as to form by the atteragraph 14 on the reverse side hereof	is been elected. Selection to be pare to represent the Purchase and delivered lent, but for designated to be termination. The Contract.	of the purchase price is the ser at the rate of \$pound the keys to the Parchaser or to the Blandford tonant relationship for the the benefit of the parties hereto. Put	o be helder day for charles are amed on
57	E POSSESSION: Possession shall be delivered on in escrow by each day possession is within-life borned at it late. Possession shall be not notice. 7-EARNEST MONEY. Earnest money and this contract shall be held agrees that said earnest money is to be held in a federally insured fire current money is to accord to Purchaser and is to be paid to Purchaser and in the possession of this contract. Notices shall be given pursuant to Parents acceptance of this contract. Notices shall be given pursuant to Parents acceptance of this contract. Notices shall be given pursuant to Parents acceptance of this contract.	as security to Purchaser for poor as the time of clocing or upon approval hereof as to form by the etter agraph 14 on the reverse side hereof nices otherwise provided by government as shall serve notice upon Seller of an	in boon closed. 6 incident to be pare to the Purchase and delivered in the permises and delivered and the permises of th	within purchase price is the ser at the rate of \$	o be helder day for croker(s). purpose methoser arned on r Seller's
57 39 90 12 31 12 33 14 35 37 39 90 12 38 12 12 12 12 12 12 12 12 12 12 12 12 12	E POSSESSION: Possession shall be delivered on in escrow by	as security to Purchaser for poor as the security to Purchaser at the time of electing or upon approval hereof as to form by the atteragraph 14 on the reverse side hereof and as a the form to the reverse side hereof and as after acceptance of this Contract Shall serve notice upon Seller of an days after acceptance of this Contract Shall serve notice upon Seller of an adays after acceptance of this Contract Shall serve notice upon Seller of an adays after acceptance of this Contract Shall serve notice upon Seller of an adays after acceptance of this Contract Shall serve notice upon Seller of an adays after acceptance of this Contract.	is been closed. is called the Purchased closed control of the purchased control of t	principal optate tax billion in the purchase price is the ser at the rate of \$	o be helder day for holder (s). - purpose - muchaser arned on - Seller's tion(e) of ole to the ED, THIS
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67 89 90 123 45 57 39 90 123 45 57	E DOSSESSION: Possession shall be delivered on in escrow by	as security to Purchaser for post- post decimed givernwhen Seller has ver- post of the seller. Retention of possesses by money market deposit secount at a bi- purchaser at the time of electing or upor approval hereof as to form by the ette- fagraph 14 on the reverse side hereof nless etherwise provided by government shall serve notice upon Seller of an days after acceptance of this Contract IS CONTRACT SHALL REMAIN IN FU Tiles as to how the cost of correction an ACT SHALL BE NULLE AND VOID AN Mierrshall cover, but not be limited to th valls, ceilings, floors and foundation.	in boan elected. Selection to be part to the Purchase and delivered tending in the formula and the premises and delivered tending in the formula and the premises and delivered tending in the formula and the premises and selection to the premises of the premise of the premises of the pr	of the purchase price is to see at the rate of \$	tion(c) of erminater armed on r. Seller's tion(c) of ole to the epolytic receipt of erminate (RITTEN), central performs
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11-TITLE COMMITMENT: (a) Seller shall deliver or cause to be delivered to Purchaser's agent, not less than five days prior to the time of closing, a title commitment to an owner's title instruction of cycles and the state of Illinois, in the amount of the purchase nice dovering the potheleal estate on or after the date hereof, showing title in the intended grantor subject only to (1) the conditions and stipulations and standard or general exceptions contained in the owner's policy issued 113 by that company, (2) the title exceptions set forth above, in Paragraph 4 (a) & (b), and (3) title exceptions 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 116 of the deed. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage 117 and bringing down title shall not be a default of this paragraph. Any title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to exceptions as therein stated. As to all or any part of said real estate which, on the 118 119 date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment 120 herein required, (2) deliver the Owner's duplicate certificate of title at closing, and (3) timely file all notices and take all necessary steps to assure the deregistration of the real estate and recording of the deed at closing. 121 122

(b) If the title commitment discloses exceptions relating to title other than those referred to in Paragraph 11 (a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to have these exceptions removed from the commitment. If Seller fails to have these exceptions removed within such 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, and

the earnest money shall be returned to the Purchaser.

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12-DEFAULT: If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. At Seller's election such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this contract. In the event of a dispute as to who is entitled to the earnest money, the escrowee may deposit the escrow funds with the Clerk of the Circuit Court. The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the payment of reasonal is all orney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by both seller and purchaser.

13-SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this contract. Seller represents that to the best of Seller's knowledge, all hatiro central cooling, ventilating, electrical and plumbing fixtures and systems on the real estate and all appliances to be transferred to [vir] haser pursuant to this contract are in working order and will be so at the time of closing.

14-NOTICES: All notices or other cor imunications which may be required or made under the terms of this Contract shall be in writing and shall be made to the parties hereto at this addresses which appear after their names, or at such address or to such person as each may by written notice to the other designate, by personal delivery, certified or registered mail, or by facsimile transmission. In case of mailing, such notice shall be deemed to be given as of the drive notice is placed in the United States mail, postage paid.

For the purposes of Paragraphs 8 and 9 of this contract, if written notice of disapproval is given within the time period specified, this contract shall be null and void and the earnest money shall be returned to Purchaser. Notice of disapproval may be given by either party hereto or by their respective attorneys. If written notice of disaprioral is NOT given within the time peroid specified, this contingency shall be deemed waived and the contract shall remain in full force and elect.

15-GENERAL CONDITIONS: (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an assignment of Seller's insurance proceeds.

(b) Prior to closing, Seller shall furnish at Seller's expense a survey and not more than 6 months prior to contract acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the real estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper local or of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper location or encroachment, Purchaser may, at his option, declare this contract to be null and void. Providing all existing incrovements (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser shall bear the cost of any later dots survey which may be required by Purchaser's mortgagee or desired by Purchaser.

(c) Existing mortgage and lien indebtedness may be paid out of sale proceeds. Furchaser may place a mortgage on the real estate and apply proceeds on purchase.

(d) All of the items of personal property shall be transferred to Purchaser by delivery at slowing of a customary Bill of Sale without warranty of merchantability or fitness for particular purpose. Seller also shall furnish Purchaser an Afficiavic of Title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

(e)Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the real estate, its improvements and included personal property, as well as the public records related to the property and is satisfied as to the physical

and other condition of the real estate, improvements and included personal property.

(f) Seller shall remove all debris from the real estate and improvements by date of possession. Purchase shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to closing to verify that the real estate, improvements and included personal property are in substantially the same condition, as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

(g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.

(h) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

(i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the real estate is located and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

(j) Any facsimile transmission of any documents relating to this contract shall be considered to have the same legal effect as the original

document and shall be treated in all manner and respects as the original document. (k) Purchaser shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges required by lender.

(I) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.

(m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.

(n) Seller agrees to provide the Internal Revenue Service with the Sale of Real Estate 1099 form as required by law.

(o) Captions are not intended to limit the terms contained after said caption and are not part of the Contract.

This contract is provided as a courtesy by the North Shore - Barrington Association of REALTORS*, which assumes now its legal sufficiency or contents.

rescont. 2/98 #5000