

UNOFFICIAL COPY



CHICAGO ASSOCIATION OF REALTORS' MLE REAL ESTATE SALE CONTRACT-RESIDENTIAL (for single family homes and fee simple townhomes)



TO: Owner of Record SELLER DATE: 3/9/01 90 N. WILSON CHICAGO IL 60611

LAWE offer to purchase the property known as 90 N. WILSON CHICAGO IL 60611

If a co-tenants, including parties, space number (sheet applicable) needed assigned Lot approximately 26.125 feet, together with improvements thereon.

- with the following: (check or otherwise applicable items) TV Antenna, Refrigerator, Over/Range, Dishwasher, Garbage disposal, Trash compactor, Window shades, Security System (if not leased), Control air conditioner, Window air conditioner, Electric air filter, Central humidifier, Ceiling fan, Garage door, All planned vegetation, Electronic garage door(s) with remote units(s), Furnace screen and equipment, Fireplace gas log, Firewood, Ceiling joists & struts, Access door under and on/insets, Radiator covers

Items excluded: 1. Purchase Price \$ 269,000.00 in the form of PERSONAL CHECK shall be held by... 2. Initial earnest money \$ 4,175.00 (Buyer's) to be deposited to the Seller's escrow account...

Subparagraphs: (a) Cash, Cashier's Check or Certified Check or any combination thereof. (b) Completion of Electronic Message (see Form 7) appropriate. (c) Mortgage Contingency: This contract is subject to the Buyer's obtaining a mortgage...

(d) At closing, Seller shall execute and deliver to Purchaser or cause to be executed and delivered to Purchaser, a reasonable Warranty Deed with release of all encumbrances...

(e) Seller agrees to pay the credit report and move-in fees required by the Association and transfer of ownership. Additionally, the Seller shall pay any applicable recording/move-in fee...

(f) Seller agrees to surrender possession of said Premises on or before 1:00 PM on the day of closing, provided this date has been closed, if possession is not delivered at closing...

(g) The undersigned confirm that they have previously consented in (Licensee) acting as a Dual Agent in providing brokerage services of their behalf and specifically agree on Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of a firm, situation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

10. It is agreed by and between the parties herein that their respective attorneys may make modifications to the Contract other than sales price, broker's commission and dates, mutually acceptable to the parties. If within 30 days after acceptance of the Contract it becomes evident...

11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and appraisal of the property.

MADE AT CUSTOMER'S REQUEST

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

0010748923 6953/0153 33 001 Page 1 of 8 2001-08-14 15:17:59 Cook County Recorder 67.50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MAR-15-01 11:26AM FROM-COLDWELL

121 7519222

T-128 P.03/04 F-258

BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within _____ days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this contract shall become null and void and all monies paid by the Purchaser shall be returned upon joint written direction of both parties to Escrow. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

PURCHASER: James P Dunlevy ADDRESS: 910 N. Wolcott
 (Print Name) (City) (State) (Zip Code)

PURCHASER: James P Dunlevy ADDRESS: 910 N. Wolcott
 (Print Name) (City) (State) (Zip Code)

ACCEPTANCE OF CONTRACT BY SELLER: 2001 I/We accept this contract and agree to perform and convey title or cause this to be conveyed according to the terms of this contract.

SELLER: ESTERLE GRUBB ADDRESS: 910 N. Wolcott
 (Print Name) (City) (State) (Zip Code)

SELLER: CAROLYN G. CLEMENTS ADDRESS: 9700 Old Orchard Ln #176
 (Print Name) (City) (State) (Zip Code)

FOR INFORMATIONAL PURPOSES:
 Listing Office: COLDWELL BANKER Address: _____
 Seller's Designated Agent Name: PAULA S. LEVY Phone: _____
 Cooperating Office: _____ Address: _____
 Purchaser's Designated Agent Name: _____ Phone: _____



Revised 11/99

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

13121519295

T-133 P 02/02 F-265

0010748923

PROVISIONS

1. Rent, interest on existing mortgage, if any, water, taxes and other items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owners duplicate Certificate of Title or a certified copy thereof, if the Premises is in Torrens, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles; and (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
4. 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 when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However, Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
6. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.
7. If the Premises is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
8. Seller warrants that no notice from any city, village, or other governmental authority or a dwelling code violation which currently exists in the aforesaid Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.
9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.
10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said 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 and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.
17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or 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 designated party in said ordinance.
18. Seller shall remove from Premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.
20. Time is of the essence of this contract.
21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.
23. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the use and occupancy in paragraph 6 on the front of this Contract the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

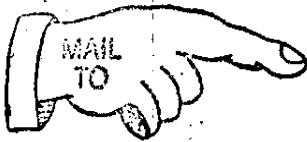
UNOFFICIAL COPY

the date possession is surrendered, with amounts... paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree that Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

purchase contingent upon R4 zoning, and verification of lot size (25 x 125 or better) via ALTA survey.

Property of Cook County Clerk's Office

0010748923 Page 4 of 8



Dennis Winkler
235 S. Wacker
Suite 9750
Chicago, IL, 60601

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007900845 D1

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

LOT 20 IN SUBDIVISION OF THE EAST 1/2 OF BLOCK 6 IN COCHRAN & OTHERS SUB. OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

0010748923

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

OFFICE COPY

LEFF, COHEN & WINKLER, LTD.

ATTORNEYS AT LAW
97TH FLOOR - SEARS TOWER
233 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-6503

TELEPHONE (312) 876-1100

FAX (312) 876-0817

www.leffcohenwinkler.com

DENNIS W. WINKLER
dwinkler@leffcohenwinkler.com

March 21, 2001

By Facsimile Transmission - 312/421-6162
and First-Class U.S. Mail

Mr. William Skalitzky
Applegate & Thorne-Thomsen, P.C.
322 South Green Street
Chicago, IL 60607

Re: Real Estate Contract ("**Contract**") between DeStefano Development, Incorporated ("**Purchaser**") and Estelle Gruba and Carolyn G. Clements ("**Seller**") for the property located at 910 North Wolcott, Chicago, IL ("**Property**")

Dear Mr. Skalitzky:

We are the attorneys representing the Purchaser in the above-referenced transaction. In accordance with the attorney modification provision of the Contract for the purchase of the above-referenced Property, we are hereby tendering the following modifications and additions to the Contract:

1. Seller, at its own expense, agrees to furnish Purchaser a staked plat of survey dated after the date of this contact and acceptable to Purchaser, certified by a surveyor registered in Illinois, showing the present location of the Property and all other improvements or structures, if any, on the land (including all encroachments by any parts of adjoining improvements on the Property), building lines, all easements, whether recorded or visible, and access to public roads or ways. If the survey discloses improper locations of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from improper location or encroachment, Purchaser may, at its option, terminate the contract without further obligation and all earnest money and interest shall be promptly returned to Purchaser.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LEFF, COHEN & WINKLER, LTD.

ATTORNEYS AT LAW

Mr. William Skalitzky

March 21, 2001

Page 2.

2. Seller shall convey or cause to be conveyed to Purchaser (or Purchaser's designee) good, merchantable, and marketable fee simple title to the Property by recordable, stamped Warranty Deed (or trustee's deed or other appropriate deed), subject to:

(a) covenants, conditions and restrictions of record, provided that they are not violated by the existing improvements or the present use thereof and none of which shall impair the use of the Property as a residence; and

(b) general real estate taxes not delinquent.

3. Seller hereby represents and warrants that all necessary public facilities required by any applicable statute, ordinance or governmental regulation or order in effect on the closing, such as storm sewers, sanitary sewers, water, paved streets, gutters, curbs, paved sidewalks, street lights, electricity and gas, have been or will be paid for and that any special assessment levied against the Property for any of those facilities will be paid for by Seller.

4. Seller hereby represents and warrants to Purchaser as follows with respect to this contract and the Property:

(a) Seller has not received any notice of any existing, pending, contemplated, threatened or anticipated condemnation of any part of the Premises, which has not been completed.

(b) There are no special assessments presently in effect with respect to the Property and Seller has no knowledge and has received no notice that any proceedings therefor have been initiated or are contemplated nor will there be any notices at the Closing.

(c) Seller has not received written notice from any governmental entity of any actual or proposed annexation ordinance including the Property, or any ordinance, statute or contract which has imposed or may impose any charge, liability or financial obligation upon the Property other than those of general application and as otherwise disclosed hereunder to Purchaser.

(d) At the time of Closing there will be no persons in possession or occupancy of the Property, nor will there be any persons who have possessory rights in respect to the Property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LEFF, COHEN & WINKLER, LTD.

ATTORNEYS AT LAW

Mr. William Skalitzky

March 21, 2001

Page 5

If you have any questions regarding any of these changes please do not hesitate to contact our office. ~~Furthermore the date that Purchaser receives Seller's executed acceptance of this modification letter shall be deemed the date of the Contract for all purposes.~~

W
WGS

Very truly yours,

LEFF, COHEN & WINKLER, LTD.

Dennis M. Winkler

DWW/CD

Enc.

cc: DeStefano Development Incorporated

Agreed this 28th day of March, 2001.

Applegate & Thorne-Thomsen, P.C.

* subject to Purchaser's acceptance of additional modifications below

By: *William G. Skalitzky*
William Skalitzky

Additional Modifications

1. Title Company. The Closing shall occur at Chicago Title Insurance Company, Loop office.
2. The date of the Contract for all purposes is March 12, 2001, provided, however, that Purchaser shall increase the amount of earnest money to 10% of the purchase price pursuant to paragraph 2 of the Contract by depositing the sum of \$25,900.00 with Coldwell Banker, as escrowee, on or before 5:00 p.m. on Monday, April 2, 2001.

Agreed this 30 day of March, 2001,
Leff, Cohen & Winkler, Ltd.

By: *Dennis M. Winkler*
Dennis M. Winkler
Attorney for DeStefano Development Incorporated

WGS
W

0010748923 Page 8 of 8

UNOFFICIAL COPY

Property of Cook County Clerk's Office