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Cook County Recorder 25.00

Prepared by:

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RETURN TO RECORDER'S BOX 340

**MEMORANDUM OF REAL ESTATE CONTRACT  
FOR PROPERTY COMMONLY KNOWN AS  
471 ALICE DRIVE, NORTHBROOK, ILLINOIS**

Notice is hereby given of the Real Estate Sales Contract ("Contract") dated June 7, 2001 between **STANLEY ZILBER AND MARINA ZILBER** ("Purchaser") and **VLADIMIR BEKERMAN** ("Seller"), including Rider's A, 1 and 2, attached thereto and made a part thereof. The Contract pertains to the real estate described in the attached Exhibit A. A copy of the first page of the fully executed Contract is attached as Exhibit B.

Dated this 6<sup>th</sup> day of September, 2001.

PURCHASER:

  
STANLEY ZILBER

  
MARINA ZILBER

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**EXHIBIT A**

LOT 20 IN BLOCK 1 IN MANUS NORTH SHORE ESTATES, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-404-007-000

Address: 471 Alice Drive, Northbrook, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY EXHIBIT No. B

1 THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2 Buyer(s) Stanley & MARINA ZILBER Seller(s) OWNER OF RECORD

3 THE REAL ESTATE: Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to
4 Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of
5 commonly known as: 471 ALICE DRIVE, NORTHBROOK, IL. 60062
6 Cook Address City State Zip

7 County Unit # (if applicable) Permanent Index Number(s) of Property
8 FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in
9 operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer, all heating, electrical and plumbing systems
10 together with the following items of personal property by Bill of Sale: [Check or enumerate applicable items]
11 Refrigerator All Tacked Down Carpeting Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
12 Oven/Range/Stove All Window Treatments & Hardware Fireplace Gas Logs Electronic or Media Air Filter
13 Microwave Built-in or Attached Shelving Existing Storms & Screens Central Humidifier
14 Dishwasher Smoke Detector(s) Security System(s) Sump Pump(s)
15 Garbage Disposal Ceiling Fan(s) Intercom System Water Softener (owned)
16 Trash Compactor TV Antenna Central Vac & Equipment Outdoor Shed
17 Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
18 Dryer Home Warranty \$ with Transmitter(s) All Planted Vegetation

19 Other Items Included: SEE ATTACHED
20 Items NOT included:
21 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except:
22 be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

23 PURCHASE PRICE: Purchase price of \$
24 Initial earnest money of \$ 50,000 by (check) (cash), or (note due on AT PRESENTATION) to be increased to a total
25 of \$ by 19. The earnest money and the original of this Contract shall be held by the
26 Listing Company (herein referred to as "Escrowee"), for the mutual benefit of the Parties in a manner consistent with Illinois State Law. The purchase
27 price, as adjusted by prorations and earnest money, shall be paid at the closing by certified, cashier's, title company's or mortgage lender's check.

28 ACCEPTANCE: Earnest money shall be returned and this offer shall be void if not accepted on or before AT PRESENT (Time/Date).
29 MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of
30 title and survey or matters totally within Buyer's control) on or before 19 for a (type) loan of
31 \$ or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The
32 interest rate (initial rate, if applicable) shall not exceed % per annum, amortized over not less than years. Buyer shall pay loan
33 origination fee and/or discount points not to exceed % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed
34 % of the loan amount. Those fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary
35 processing fees and closing costs charged by lender. (If FHANA, refer to Paragraph 138 for additional provisions.) Buyer [check one] will [ ] will not
36 lock in the interest rate at the time of loan application. Buyer shall make written loan application within seven (7) calendar days after the Date of Acceptance.

37 FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT. If Buyer, having applied for the loan specified above, is
38 unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void and earnest money
39 refunded to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER
40 SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE
41 AND EFFECT. SHOULD BUYER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE AND/OR CLOSING OF EXISTING
42 PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THIS MORTGAGE CONTINGENCY.
43 CLOSING: Closing or escrow payout shall be on NOVEMBER 2001 at such time as mutually agreed upon, by the Parties,
44 in writing. This sale shall be closed at the office of Buyer's mortgagee, at the title company escrow office situated geographically nearest the property, or as
45 shall be agreed mutually by the Parties.

46 POSSESSION: Seller shall deliver possession to Buyer [check one]: (a) at the time of closing; (b) by 11:59 P.M. on
47 19 provided sale has been closed. Possession shall be deemed to have been delivered when Seller has vacated
48 premises and delivered keys to premises to Buyer or to Listing Office. In the event possession is not to be delivered at closing, Seller agrees to pay at
49 closing the sum of \$ per day to Buyer for use and occupancy from and including the day after closing to and including the
50 possession date specified above, regardless of when possession is actually delivered. (See Paragraph #19)

51 RESIDENTIAL REAL PROPERTY AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer [check one]
52 has [ ] has not received a completed Illinois Residential Real Property Disclosure Report; [check one] has [ ] has not received an EPA Pamphlet,
53 "Protect Your Family From Lead in Your Home;" [check one] has [ ] has not received a Lead-Based Paint Disclosure.

54 PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) for tenants, utilities, homeowner's or condominium
55 association fees, premiums for insurance policies or accrued interest on any mortgage assumed. Seller represents that as of the Date of Acceptance
56 Homeowner Association/Condominium fees are \$ per . The general real estate taxes shall be prorated as of the date
57 of closing based on 105 % of the most recent ascertainable full year tax bill. All prorations shall be prorated as of the date of closing and
58 shall be final.

59 OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use by the Parties
60 which are contained on the succeeding pages and the following attachments, if any: IN 9 DUAL AGENCY ORDER,
61 RYPER A RYPER 211 year warranty;

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED

63 Date of Offer 6/17/01
64 Buyer (signature) Social Security No.
65 Buyer (signature) Social Security No.
66 Print Buyer(s) Name(s)
67 Address
68 City State Zip
69 Phone Number(s)

DATE OF ACCEPTANCE 6/17/01
64 Seller (signature) Social Security No.
65 Seller (signature) Social Security No.
66 Print Seller(s) Name(s)
67 Address
68 City State Zip
69 Phone Number(s)

70 FOR INFORMATION ONLY
71 Selling Office GOLD AZEN 8707 Listing Office GOLD AZEN 8707
72 Selling Agent JANE GOODMAN 84373 Listing Agent JANE GOODMAN 84373
73 Address, City, ST, Zip 785 S Buffalo Grove Address, City, ST, Zip
74 Phone No. Buffalo Grove, IL 60089 Phone No.
75 Buyer's Attorney MARK BECKER Seller's Attorney
76 Address
77 Phone No. FAX No. 847-438-0678
78 Mortgage Company Loan Officer Phone No.

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