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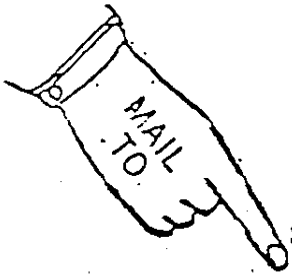
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Cook County Recorder 55.50



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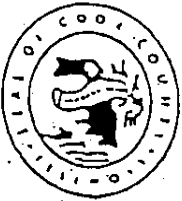
Mortgage -
TYPE OF DOCUMENT



MAIL TO:

NAME AND ADDRESS OF PREPARER:

Four sets of horizontal lines for address and preparer information.



EUGENE "GENE" MOORE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES
COOK COUNTY, ILLINOIS

5/23/15

Prepared By.

SENT BY: CARLOS DE LEON & ASSOCIATES; 847 759 0082; AUG-23-01 1:38PM; PAGE 4/6

960 Rand Rd. Suite 219
Des Plaines, IL 60016

DISTANCE OF 33.71 FEET TO A POINT ON THE NORTH LINE OF LOT 5; THENCE WESTWARD ALONG SAID NORTH LINE OF LOT 5, AN ARC DISTANCE OF 10.12 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1, AFORESAID) OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT 9, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 08-24-402-117

Mail To:

TUSHAR CHOTALA
6753 N. TRUMBULL
LINCOLNWOOD, IL 60712



Cook County Clerk's Office

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**CARLOS A. DE LEON & ASSOCIATES AS AN AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY
1941 Rohlwing Road Rolling Meadows, IL 60008**

**ALTA Commitment
Schedule A1**

File No.: R91331

PROPERTY ADDRESS: 384 DOVER LANE
DES PLAINES, IL 60016

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOT 5 OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT 9, BEING A SUBDIVISION OF APT OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, ELK GROVE TOWNSHIP, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, BEING 119.44 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 5, SOUTH 1 DEGREE, 39 MINUTES, 26 SECONDS, EAST A DISTANCE OF 38.00 FEET, SOUTH 88 DEGREES, 20 MINUTES, 34 SECONDS, WEST A DISTANCE OF 103.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTHWARD ALONG THE WEST LINE OF SAID LOT 5, NORTH 1 DEGREE 39 MINUTES, 25 SECONDS WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 77 DEGREES, 22 MINUTES, 22 SECONDS EAST, A DISTANCE OF 105.10 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 1 THERETO ATTACHED DATED JULY 18, 1963 AND RECORDED JULY 18, 1963 AS DOCUMENT 18857393 MADE BY D.S.P. BUILDING CORPORATION, AN ILLINOIS CORPORATION AND ALSO CONTAINED IN DOCUMENT 18571392 NA DIN DOCUMENT 18557110; AND AS CREATED BY DEED FROM D.S.P. BUILDING CORPORATION TO ROGER G. MELDAHL AND JACQUELINE MELDAHL, DATED JANUARY 14, 1964 AND RECORDED MARCH 23, 1964 AS DOCUMENT 19072322. FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THAT PART OF LOT 5 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, THENCE SOUTHWARD ALONG THE WEST LINE OF SAID LOT 5, SOUTH 11 DEGREES, 51 MINUTES, 11 SECONDS, EAST A DISTANCE OF 48.61 FEET THENCE SOUTH 1 DEGREE, 39 MINUTES, 26 SECONDS, EAST A DISTANCE OF 199.74 FEET; THENCE SOUTH 46 DEGREES 46 MINUTES, 44 SECONDS EAST, A DISTANCE OF 55.0 FEET; THENCE NORTH 88 DEGREES, 20 MINUTES, 34 SECONDS, A DISTANCE OF 63.85 FEET TO THE SOUTHEAST CORNER OF LOT 5; THENCE NORTHWARD ALONG THE EAST LINE OF SAID LOT 5, NORTH 1 DEGREE 39 MINUTES, 26 SECONDS WEST, A DISTANCE OF 10.0 FEET THENCE SOUTH 88 DEGREES, 20 MINUTES, 34 SECONDS, WEST, A DISTANCE OF 52.63 FEET, THENCE NORTH 46 DEGREES 45 MINUTES, 44 SECONDS, WEST 1 DISTANCE OF 57.20 FEET; THENCE NORTH 1 DEGREE, 39 MINUTES, 26 SECONDS WEST, A DISTANCE OF 27.0 FEET THENCE NORTH 28 DEGREES, 20 MINUTES, 34 SECONDS, EAST A DISTANCE OF 40.0 FEET; THENCE NORTH 1 DEGREE, 39 MINUTES, 26 SECONDS WEST, A DISTANCE OF 105.0 FEET; THENCE NORTH 31 DEGREES, 39 MINUTES, 26 SECONDS, WEST A DISTANCE OF 46.01 FEET; THENCE NORTH 11 DEGREES, 51 MINUTES, 11 SECONDS, WEST A



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1. PARTIES: Purchaser JITENDRA B SHAH AND PRATIBHA J SHAH agrees to purchase; and
 Seller, OWNER OF RECORD agrees to sell and cause to be conveyed by appropriate deed to Purchaser,
 the property commonly known as 384 DOVER LANE, DES PLAINES ILL 60018

2. PURCHASE PRICE: The purchase price is \$ 165000. The payment of the purchase price, including earnest money, subject to applicable prorations, will be paid in cash, cashiers or certified check, or title company check, or mutually agreeable negotiable instrument.

3. EARNEST MONEY: The Purchaser has paid earnest money in the amount of \$ 3000 and promises to pay additional earnest money of \$ _____ on or before _____ 20 _____. When total earnest money becomes \$5,000 or more, such money will be held in an interest bearing account for the benefit of the Parties with interest to be paid to Purchaser. The earnest money and the original of this Contract will be held by the Listing Broker as Escrowee.

4. PERSONAL PROPERTY: The following is the personal property now located on the premises for which a Bill of Sale is to be given at the closing: (strike inapplicable)

Compuacter	Dishwasher	Fireplace Carcen	Stirms/Screens AE	Central Heating &	Built-in or Attd Shelving
Disposal	Washer	TV Antennax	Storage Building	Cooling Systems	& Cabinets
Buffin Oven/Range	Dryer	Intercom	Gas Grill	Ceiling Fan(s)	Sump Pump(s)
Microwave Oven	Water Softener if Owned	Security System	Curtain & Drapery Rods	All Planted Vegetation	Wall-to-Wall & Stair
Stove	Humidifier if owned	Smoke Alarm(s)	All Window Treatments &	Electric Plumbing & Other	Carpeting if any
Refrigerator	Electric Air Filter	Electric Garage Door Opener(s) & Transmitter(s)	Coverings, except _____	Attd Fixtures as installed	

Other Additions: _____ Exclusions: _____

5. SALE OF EXISTING REAL ESTATE: (I) This Contract is contingent upon receiving written notice of the occurrence of the following: (strike inapplicable)

A. Execution of a contract for sale of the Purchaser's residence at _____ on or before _____ 20 _____. and/or

B. Closing of the sale of the Purchaser's residence at _____ on or before _____ 20 _____.
 (II) If the above contingencies have not been met or waived by the Purchaser on or before the specified date, this Contract will become null and void and all earnest money returned to the Purchaser. (III) The parties agree that the Seller's property will remain on the market during the term of each contingency period, and any period allowed for Attorneys review of this Contract. (IV) In the event Seller accepts another bonafide offer to purchase the subject premises during such period, Seller will notify Purchaser of same upon attorneys approval of said contract. Purchaser will then have _____ hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive these contingencies, then this Contract will become null and void, and all earnest money will be returned to the Purchaser.

6. FINANCING: This Contract is subject to the condition that Purchaser be able to procure on or before 08-23 2001 an unconditional (except for matters of title or survey) commitment for a CONVENTIONAL type loan to be secured by a mortgage on the real estate in the amount of \$ 70% LTV or such lesser amount as Purchaser accepts, with initial interest of not more than 7.75 % per year plus mortgage insurance, if required, to be amortized over _____ years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed _____% (including VA funding fees, if any). Purchaser shall make written loan application within 7 business days after acceptance of this Contract. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller in writing thereof within 3 business days after above date, at Purchaser's option, this Contract will become null and void, and all earnest money will be returned to Purchaser. (IF SELLER IS NOT SO NOTIFIED BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING.)

Upon Seller receiving notice, however, Purchaser cannot void this Contract if within 7 calendar days after receipt of Purchaser's notice: (A) Seller grants extension of mortgage commitment date; or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon the same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage commitment and close the loan.

Upon paragraph 5(I)A and/or B being deleted from this Contract or subsequently waived by Purchaser, Purchaser also waives his/her right to cancel this Contract upon receiving a conditional commitment subject to the sale or closing of their residence.

7. TIME AND PLACE OF CLOSING: (A) Closing or escrow payout will be on 08-29 2001 at such time as mutually agreed. Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of homestead rights upon payment of the purchase price with appropriate credits for earnest money and other proratable items. (B) This sale will be closed at the title company escrow closing office issuing the owner's title policy situated geographically nearest the property, or the office of the Seller's attorney.

8. POSSESSION: (check one)

Possession will be delivered no later than at closing. SEPT 15 2001 Seller agrees to pay at closing the sum of \$ 1/30 OF PITI per day to the Purchaser as rent from and including the day after closing to and including the actual date of possession. Seller will deposit in escrow at closing from the proceeds by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the property will be delivered to Purchaser on or before the date and time specified in the Contract. If possession is so delivered, the escrow funds will be paid to the Seller. If possession is not so delivered, escrowee will pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date and time; and will pay the balance of the escrow fund, if any, to the Seller. In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to Purchaser for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Purchaser, without prejudice to any other rights or remedies to Purchaser. The possession escrow shall also guarantee condition of the property through the date the possession is given.

For purpose of this Contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the office of the Listing Broker.

9. PRORATIONS: (A) Real estate taxes based upon _____ of the most recent real estate yearly tax bill, rents, association dues, accrued interest on mortgage indebtedness, for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing. If the current real estate taxes are based on the fact that the Seller qualified for a Homeowners Exemption, Seller agrees that he/she has, or will have executed all documents prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of any special assessments currently outstanding against the property, except NO EXEMPTION. (B) If applicable, Seller _____

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GENERAL CONDITIONS

13. ATTORNEYS' REVIEW: The parties agree that they, respectively, or their attorneys may review and make modifications, other than stated purchase price, mutually acceptable to the parties, within five (5) business days after the acceptance date of the Contract. If the parties do not agree in writing to such modifications, thereof is given to the other party within the time specified, this Contract will become null and void, and all monies paid by the Purchaser will be refunded. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION WILL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT WILL BE IN FULL FORCE AND EFFECT.**

The parties agree that, during the above stated period, the Seller's property will not be shown to prospective purchasers unless conditions stipulated in paragraph 5(l)A or 5(l)B direct that the property remain on the market.

14. PRIOR CONTRACT: In the event a prior contract for sale had been entered into by Seller, this Contract is contingent upon Seller providing Purchaser within four (4) business days hereafter a cancellation or termination of said prior contract.

15. EVIDENCE OF TITLE: Title, when conveyed, will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of closing; covenants, conditions, restrictions of record, building lines and easements if any, so long as they do not interfere with Purchaser's use and enjoyment of the property. Seller will, at his/her expense, deliver or cause to be delivered to Purchaser or Purchaser's attorney within customary time limitations and sufficiently in advance of closing as evidence of title in Seller or Grantor the following: A title commitment for an ALTA title insurance policy with extended coverage by a title company licensed to operate in the State of Illinois, bearing a date on or subsequent to the date of the acceptance of this Contract, but issued not more than 45 days prior to the closing, in the amount of the purchase price, subject only to items herein stated and usual stock objections, together with payment directly or by credit for all customary Seller's charges, including but not limited to: search, insurance, recording charges, and transfer stamps. Delay in delivery by Seller of a commitment for title insurance due to a delay by Purchaser's mortgagee in recording the mortgage and bringing down title, will not cause a default of this Contract.

Commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take title with such other defects (with the right to deduct from the purchase price liens and encumbrances for a definite or ascertainable amount) by notifying Seller and tendering performance. At closing, if requested, Seller will execute customary form of affidavit of title and sign customary ALTA forms and other forms required by law or custom.

16. CONDOMINIUM: In the event that the subject property is a condominium, Purchaser has, within five (5) business days from the date of acceptance of this Contract, the right to demand from Seller items as stipulated by 30 Ill. Rev. Stat. 322.1 (Illinois Condominium Act). This Contract is subject to the condition that Seller be able to procure and provide to Purchaser, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires personal appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.

17. INSPECTIONS, CERTIFICATIONS, LENDER FEES: If FHA or VA financing is obtained, Seller will pay reasonable costs related to termite inspections, certifications, tax service, and document preparation fees.

18. SURVEY: Prior to closing, Seller, at his/her expense, will provide to Purchaser a Plat of Survey of the Premises acceptable to the Lender and Title Company for extended coverage prepared by an Illinois registered land surveyor, dated not more than six months prior to date of closing provided herein and showing all improvements presently located thereon, including but not limited to, buildings, fences, patios, sidewalks and driveways. In the event the Premises is a condominium unit, no survey shall be required.

In the event the survey discloses encroachments, violations of easements or other violations, this Contract at the option of the Purchaser, will become null and void, unless Seller can obtain Title Insurance over said matters.

19. FLOOD INSURANCE: Purchaser will obtain flood insurance if the premises is located within a designated flood plain as determined by the National Flood Insurance Agency and is required by the Purchaser's lender.

20. SOIL TEST: In the event of vacant land, the Purchaser has the option, at his/her expense, of obtaining a soil boring and percolation test within twenty (20) days of Contract date. If said soil test shows adverse soil conditions, Purchaser, at his/her option, may serve written notice upon Seller within the time specified and this Contract will then become null and void and all earnest monies paid by the Purchaser will be refunded to him/her.

21. WELL AND SEPTIC TEST: In the event the premises has either a well or a septic system, Seller will provide to Purchaser at Seller's expense, prior to closing, test results indicating such system to be in compliance with the applicable governing statutes, ordinances and health department regulations.

22. CONDITION OF REAL ESTATE: Seller will remove from the premises by the date of possession all debris and personal property not conveyed by Bill of Sale to Purchaser and will leave the premises in broom-clean condition, and further agrees to surrender possession of the real estate in the same condition as it was at the Date of Offer, ordinary wear and tear excepted. Purchaser reserves the right to inspect the premises within seventy-two (72) hours prior to the closing to determine Seller's compliance with the foregoing, as a condition of closing.

23. CODE VIOLATIONS: Seller warrants that he/she has no knowledge of, nor has received any notice from any city, village or other governmental authority of, any dwelling code and/or zoning ordinance violations.

24. WARRANTIES AND REPRESENTATIONS: Any warranties and representations and other similar provisions requiring additional acts after the closing will survive the closing and delivery of the deed and will continue to be binding upon the parties hereto.

25. PAYMENT OF REAL ESTATE TRANSFER TAX: Seller will pay the amount of any stamp tax imposed by State of Illinois law and county law on the transfer of title and any transfer tax imposed by local ordinance, unless otherwise provided by such ordinance. Both parties agree to execute any declarations or any forms required in connection with said transfer taxes.

26. PAYOUTS: Existing mortgage and other lien indebtedness may be paid at closing out of the sale proceeds, unless Purchaser takes title subject thereto.

27. REAL ESTATE PROPERTY TAX ESCROW: If the property has previously not been taxed as improved, the sum of three percent (3%) of the purchase price will be withheld from Seller's proceeds. At closing, a part of the withheld funds, if required, will be deposited with Purchaser's Lender in accordance with their escrow instructions, and the balance if any, with Seller's attorney. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes will be prorated by the Seller's attorney at the request of either party, and the Seller's share of such tax liability after reparation will be paid to the Purchaser from the escrow funds and the balance, if any, will be paid to the Seller. If the Seller's obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

28. ESCROW CLOSING: At the election of either party upon written notice to the other party, this sale will be closed through a deed and money escrow at the office stated in paragraph 7B with such special provisions inserted in the escrow 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, will be made through the escrow; and this Contract along with the earnest money will be deposited in the escrow. The cost of the escrow will be paid by the party requesting it.

29. DEFAULT: In the event either party should breach this agreement, either prior to or subsequent to closing, the other party may pursue any and all remedies provided by law. In addition, upon a finding of a court of competent jurisdiction that one of the parties has breached the Contract, the prevailing party may recover all costs, expenses and reasonable attorney's fees. The parties hereto agree that the Broker may deposit the escrow funds with the Clerk of the Circuit Court; and the parties hereto agree to indemnify and hold the Broker/Agent(s), harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be shared equally by both Seller and Purchaser.

30. DISBURSEMENT OF EARNEST MONEY: Escrowee may disburse earnest money under one of the following conditions: (A) Seller's failure to accept Purchaser's Offer to Purchase; (B) at Closing (C) Mutual written agreement of Seller and Purchaser; or (D) Court Order.

31. NOTICES: ALL NOTICES REQUIRED WILL BE IN WRITING AND WILL BE SERVED BY ONE PARTY OR THEIR ATTORNEY TO THE OTHER PARTY AT THE MAILING ADDRESS INDICATED HEREIN, WHETHER OR NOT THE OTHER PARTY IS REPRESENTED BY AN ATTORNEY. Notice will be given in the following manner:

- (A) By personal delivery of such notice to the other party; or
- (B) By mailing of such notice to the other party by (1) 1ST Class regular mail, or (2) mailgram with confirmation copy. The date of mailing or the mailgram of the notice will be its effective date. Courtesy copies of all notices will be provided simultaneously to respective attorneys and brokers, by fax, if known.
- (C) By Commercial Overnight Provider, the effective date and time of notice shall be the date and time of delivery to the address indicated herein.

32. LOSS: If prior to closing, improvements on the property are destroyed or materially damaged by fire or other casualty, the Contract, at the option of the Purchaser, will become null and void.

33. INTEREST BEARING ACCOUNT AND IRS CERTIFICATION: Seller and Purchaser agree that the earnest money is to be held in a federally insured interest bearing account at a financial institution designated by the Listing Broker with all interest earned to accrue to the Purchaser, to be paid to Purchaser at the time of closing or upon termination of this Contract. Purchaser shall pay any and all service charges and/or costs charged by the financial institution in connection with the earnest money account. Listing Broker shall have no liability for earnest money due to failure of any financial institution: Listing Broker is hereby authorized, on anticipation of closing, to close said interest bearing account and prepare escrow distribution checks within five (5) business days of an anticipated closing. **Certification** - Under penalties of perjury, by affixing my signature to the reverse side of this Contract I certify: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withhold-