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0020094274

1 THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties"
2 Buyer(s) EDUARDO PATINO, ALFREDO PATINO, JOSEPH CLARK Seller(s)
3 2. 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 100 X 175
5 commonly known as: 5844 MAPLE BERKELEY ILLINOIS 60765
6 Address City State Zip
7 COOK County 15-07-303-022 Permanent Index Number(s) of Property

8 3. 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 X Refrigerator X All Tacked Down Carpeting X Fireplace Screen(s)/Door(s)/Grate(s) Central Air Conditioning
12 X Oven/Range/Stove X All Window Treatments & Hardware X Fireplace Gas Logs Electronic or Media Air Filter
13 X Microwave X Built-in or Attached Shelving X Existing Storms & Screens Central Humidifier
14 X Dishwasher X Smoke Detector(s) X Security System(s) Sump Pump(s)
15 X Garbage Disposal X Ceiling Fan(s) Intercom System Water Softener (owned)
16 X Trash Compactor TV Antenna Central Vac & Equipment Outdoor Shed
17 X Washer Window Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
18 X Dryer Home Warranty \$ with Transmitter(s) X All Planted Vegetation
19 Other items included:
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 A system or item shall be deemed to
23 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.

24 4. PURCHASE PRICE: Purchase price of \$127,500 (J.C. (E)) shall be paid as follows:
25 Initial earnest money of \$1,000.00 by (check), (cash), or (note due on (A.P.)) 19 to be increased to a total
26 of \$5,000.00 7 DAYS AFTER ACCEPTANCE earnest money and the original of this Contract shall be held by the
27 Listing Company (herein referred to as "Escrowee"), in trust for the mutual benefit of the Parties in a manner consistent with Illinois State Law. The purchase
28 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.

29 5. ACCEPTANCE: Earnest money shall be returned and this offer shall be void if not accepted on or before PRESENTATION (Time/Date).

30 6. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of
31 title and survey or matters totally within Buyer's control) on or before 35 DAYS AFTER ACCEPTANCE CONVENTIONAL (type) loan of
32 80% OF PRICE such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The
33 interest rate (initial rate, if applicable) shall not exceed 7.5 % per annum, amortized over not less than 30 years. Buyer shall pay loan
34 origination fee and/or discount points not to exceed 2 % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed
35 % 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
36 processing fees and closing costs charged by lender. (If FHA/VA, refer to Paragraph #38 for additional provisions.) Buyer [check one] will [] will not
37 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.
38 FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT. If Buyer, having applied for the loan specified above, is
39 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
40 refunded to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER
41 SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE
42 AND EFFECT. SHOULD BUYER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE AND/OR CLOSING OF EXISTING
43 PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THIS MORTGAGE CONTINGENCY.

44 7. CLOSING: Closing or escrow payout shall be on 10 DAYS AFTER LOAN APPROVAL at such time as mutually agreed upon, by the Parties,
45 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
46 shall be agreed mutually by the Parties.

47 8. POSSESSION: Seller shall deliver possession to Buyer [check one]: [] (a) at the time of closing; X (b) by 11:59 P.M. on
48 30 DAYS AFTER CLOSING provided sale has been closed. Possession shall be deemed to have been delivered when Seller has vacated
49 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
50 closing the sum of \$PR, INT, TAX RENT per day to Buyer for use and occupancy from and including the day after closing to and including the
51 possession date specified above, regardless of when possession is actually delivered. (See Paragraph #19)

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

55 10. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) for tenants, utilities, homeowner's or condominium
56 association fees, premiums for insurance policies or accrued interest on any mortgage assumed. Seller represents that as of the Date of Acceptance
57 Homeowner Association/Condominium fees are \$ NA per . The general real estate taxes shall be prorated as of the date
58 of closing based on 110 % of the most recent ascertainable full year tax bill. All prorations shall be prorated as of the date of closing and
59 shall be final.

60 11. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use by the Parties
61 which are contained on the succeeding pages and the following attachments, if any:

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

70 Date of Offer: July 8 - 32001
71 Buyer (signature): Eduardo Patino, Alfredo Patino, Joseph Clark
72 Buyer (signature): Eduardo Patino, Alfredo Patino, Joseph Clark
73 Print Buyer(s) Name(s): EDUARDO PATINO, ALFREDO PATINO, JOSEPH CLARK
74 Address: 5844 MAPLE BERKELEY ILLINOIS 60765
75 City: NILES State: ILLINOIS Zip: 60714
76 Phone Number(s): 847-663-0779

70 Date of Acceptance: 8-3-01
71 Seller (signature): John A. Slina
72 Seller (signature): JOHN A. SLINA
73 Print Seller(s) Name(s): JOHN A. SLINA
74 Address: 269 21 180TH AVE SE
75 City: COVINGTON WA State: WA Zip: 98042
76 Phone Number(s): 253 630 7154

71 GARDEN CITY REAL ESTATE, INC. 8483
72 Selling Office: WAGENT C. LOPEZ 848623
73 Selling Agent: 1100 NO. LINCOLN AVE, SUITE 2-7
74 Address: (312) 236-2021
75 Phone No. FAX No.
76 Buyer's Attorney
77 Address
78 Phone No. FAX No.
79 Mortgage Company

71 Listing Office: MLS #
72 Listing Agent: MLS #
73 Address, City: 0020094274
74 Phone No.: 1420/0157 38 001 Page 1 of 5
75 Seller's Attn: 2002-01-23 11:28:59
76 Address: Cook County Recorder 55.50
77 Phone No.
78 Loan Office

DONE AT CUSTOMER'S REQUEST

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

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RECORD AT ENGINEER'S REQUEST

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79 **12. PROFESSIONAL INSPECTIONS:** Buyer may section 17-100 of Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, lead-based paint and/or lead-
80 based paint hazards (unless separately waived), and/or wood insect infestation inspection(s); of said Real Estate by one or more professional inspection service(s). Buyer shall serve,
81 written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) within five (5) business days (ten (10)
82 calendar days for a lead-based paint and/or lead-based paint hazard inspection) after the Date of Acceptance. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME
83 SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) business days
84 after receipt of such notice and report(s), agreement cannot be reached by the Parties as to how the cost of correction shall be apportioned between the Parties, then either Party may
85 terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN
86 DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover ONLY the major components of the Real Estate, including but not limited to: central heating
87 system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls, ceilings, floors and foundation. A major component shall be deemed to be in operating
88 condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold Seller harmless
89 from and against any loss or damage caused by the acts or negligence of Buyer or any person performing such inspection(s). BUYER AGREES MINOR REPAIRS AND ROUTINE
90 MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.

91 **13. ATTORNEY REVIEW:** The Parties agree that their respective attorneys may approve or make modifications to this Contract, other than stated purchase price, within five (5)
92 business days after the Date of Acceptance. If the Parties do not reach agreement on any proposed modification and written notice is given to the other Party within the time specified,
93 this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME
94 SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

95 **14. PLAT OF SURVEY:** Not less than seven (7) calendar days prior to closing, Seller shall, at Seller's expense, furnish a Plat of Survey to Buyer, which is dated not more than ninety
96 (90) calendar days prior to the date of closing, by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements, building line set backs,
97 fences, all building and other improvements on the Real Estate and distances thereof to all lot lines. If requested, Seller shall provide an affidavit verifying that no changes in
98 improvements have been made since the date of said survey. (See Optional Provision #34).

99 **15. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple person Party
100 shall be sufficient notice to all. Notice shall be given in the following manner:
101 a. By personal delivery of such notice; or
102 b. By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by
103 certified mail, shall be effective on the date of mailing; or
104 c. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days
104 during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first
106 hour of the first business day after transmission.

107 **16. THE DEED:** Seller shall convey, or cause to be conveyed to Buyer, or Buyer's designee, good and merchantable title to the real estate by recordable general Warranty Deed, with
108 release of homestead rights, (or, in a appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local
109 ordinance). 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, and
110 restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the property. Seller's obligation will be to furnish the
111 documents set forth in Paragraph #17.

112 **17. TITLE:** At Seller's expense, Seller shall cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of closing as
113 evidence of title in Seller or Grantor 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
114 date on or subsequent to the Date of Acceptance of this Contract, but issued not more than forty-five (45) calendar days prior to closing, in the amount of the purchase price, subject
115 only to items listed in Paragraph #16. The commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject
116 to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then
117 Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or
118 encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to closing, Buyer may elect to take the title as it then is, with the right to deduct from the
119 purchase price prior encumbrances of a definite or ascertainable amount.

120 **18. AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an
121 ALTA Insurance Policy.

122 **19. POSSESSION ESCROW:** In the event possession is not delivered at closing, Seller shall deposit in escrow with Listing Company as Escrowee (or other designated escrowee as
123 agreed to by the Parties), at closing and by separate check, the sum of two percent (2%) of the purchase price to guarantee that possession of the property shall be delivered to Buyer
124 on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to Seller. If possession is not so delivered, the designated
125 escrowee shall pay to Buyer from the escrow funds the sum of 1/15th of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the
126 balance of the escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within fifteen (15) calendar days of the date specified herein, Seller shall continue to
127 be liable to Buyer for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Buyer, without prejudice to any other
128 rights or remedies available to Buyer. Unless otherwise agreed, said escrow shall be held solely for the purpose of payment of any sums due for delayed possession.

129 **20. REAL ESTATE PROPERTY TAX ESCROW:** In the event the property is improved, but has not been previously taxed as improved, the sum of three (3) percent of the purchase
130 price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at closing. When the exact amount of the taxes
131 prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after
132 reparation shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such reparation exceeds the amount of
133 the escrow funds, Seller agrees to pay such excess promptly upon demand.

134 **21. PERFORMANCE:** Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity. The
135 prevailing Party shall be entitled to collect reasonable attorney's fees and costs from the losing Party. There shall be no disbursement of earnest money unless Escrowee has been
136 provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds
137 attorney's fees, related to the filing of the interpleader action. Seller and Buyer will indemnify and hold Escrowee harmless from any and all claims and demands.

138 **22. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real
139 Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged or
140 destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated
141 to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified
142 in this paragraph.

143 **23. SELLER REPRESENTATIONS:** Seller warrants and represents that he has not received written notice from any Governmental body or Homeowner's Association of any
144 (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) any special assessment proceedings affecting the Real Estate and that
145 Seller has no knowledge of boundary line disputes or easements or claims of easement not shown by the public records or of any hazardous waste on the Real Estate.

146 **24. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All real and personal property that is not to be conveyed
147 to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property within 72
148 hours 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 Offer of this Contract, normal
149 wear and tear excepted.

150 **25. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code and the Real
151 Estate Settlement Procedures Act of 1974, as amended.

152 **26. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the closing, this sale shall be closed through an escrow with the lending institution
153 or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between the Parties, with provisions inserted in the
154 Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow.

155 **27. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

156 **28. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

157 **29. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

158 **30. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

159 1. TITLE: Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments; public and utility
160 easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by
161 the Condominium Property Act; installments due after the date of closing of general assessments established pursuant to the Declaration of Condominium.
162 2. Seller is responsible for all assessments, regular or special, due or levied prior to closing. Accumulated reserves of the Association are not a proratable item.
163 3. EVIDENCE OF COMPLIANCE WITH DECLARATION OF CONDOMINIUM: Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from Seller
164 items as stipulated by 765 ILCS 605/22.1 (Illinois Condominium Property Act) as shown below. The contract is subject to the condition that Seller be able to procure and provide to Buyer, a release
165 Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
166 4. In the event the documents and information provided by the Seller disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and
167 conditions contained within the documents would restrict Buyer's reasonable use of the premises or would increase the financial considerations which Buyer would have to extend in connection with
168 the owning of the condominium, then Buyer may declare the Contract null and void by giving Seller written notice within seven (7) calendar days of the receipt of the documents and information
169 required by Paragraph #30-3, listing those deficiencies which are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of all
170 Parties to escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY, AND
171 THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.
172 5. Seller shall not be obligated to provide a condominium survey.
173 6. Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.
174 For informational purposes, 765 ILCS 605/22.1 Illinois Condominium Property Act (a) and (b), provides, in pertinent part:
175 "(a) In the event of any resale of a condominium unit by a unit owner other than the developer such owner shall obtain from the Board of Managers and shall make available for inspection to the
176 prospective purchaser, upon demand, the following: (1) A copy of the Declaration, by-laws, other condominium instruments and any rules and regulations. (2) A statement of any liens, including a
177 statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of this Act or the
178 condominium instruments. (3) A statement of any capital expenditures anticipated by the unit owner's association within the current or succeeding two fiscal years. (4) A statement of the status and
179 amount of any reserve for replacement fund and any portion of such fund ear-marked for any specified project by the Board of Managers. (5) A copy of the statement of financial condition of the unit
180 owner's association for the last fiscal year for which such statement is available. (6) A statement of the status of any pending suits or judgments in which the unit owner's association is a Party,
181 common elements assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the condominium instruments. (9) The identity and mailing address of the principal
182 officer of the unit owner's association or of the other officer or agent as is specifically designated to receive notices.
183 (b) The principal officer of the unit owner's association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30)
184 calendar days of the request.
185
186 A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the association or its Board of Managers to the unit seller for providing such
187 information."

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31. SALE OF BUYER'S REAL ESTATE:

(A) INFORMATION ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows: 0020094274 Page 3 of 5

(1) Buyer owns real estate commonly known as (address): _____

(2) Buyer has has not entered into a contract to sell his real estate.

If Buyer has entered into a contract to sell his real estate:

- (a) Buyer's sale contract is is not subject to a mortgage contingency.
- (b) Buyer's sale contract is is not subject to a real estate sale contingency.
- (c) Buyer's sale contract is is not subject to a real estate closing contingency.

(3) Buyer has listed his real estate with (name of broker): _____
Address: _____ Phone: _____

If Buyer's real estate is not listed with a licensed real estate broker and in a local multiple listing service, Buyer shall list his home with a licensed real estate broker who will place it in a local multiple listing service within seven (7) calendar days of the Date of Acceptance of this Contract. Buyer authorizes Seller or his agent to verify this information.

(B) SALE AND/OR CLOSE OF BUYER'S REAL ESTATE: [strike inapplicable]

(1) This Contract is contingent upon the occurrence of the following and written notice to Seller of same, within the time specified: Buyer is able to procure a contract for the sale of Buyer's real estate on or before _____, 19____, and such contract provides for a closing not later than the closing date set forth in this Contract. If this contingency has not been met or waived by Buyer on or before the specified date, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(2) This Contract is contingent upon the occurrence of the following and written notice to Seller of same, within the time specified: Buyer closes the sale of his real estate on or before _____, 19____. If this contingency has not been met or waived by Buyer on or before the specified date, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller has the right to continue to show the property and offer it for sale subject to the following:

(1) If Seller accepts another bona fide offer to purchase the subject property during such period, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such notice to waive the above contingencies subject to (D) WAIVER OF CONTINGENCIES Paragraph.

(2) If Buyer waives the above contingencies in writing within said time period, this Contract will remain in full force and effect.

(3) If the above contingencies are NOT waived in writing within said time period by Buyer, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

(D) WAIVER OF CONTINGENCIES: IF BUYER CHOOSES TO WAIVE, FOR ANY REASON, EITHER OF THE ABOVE CONTINGENCIES IN PARAGRAPH #31-B PRIOR TO THEIR TERMS BEING MET, BUYER WILL INCREASE EARNEST MONEY TO A TOTAL OF \$_____ AND WAIVE ALL CONTINGENCIES, EXCEPT MORTGAGE CONTINGENCY (As set forth in Paragraph #6) CONTAINED IN THIS CONTRACT.

(E) NOTICE (FOR THIS CONTINGENCY ONLY): All notices required under Paragraph #31 shall be in writing and shall be served on the Party, with copies to their respective attorneys and real estate brokers. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner:

- (1) By personal delivery of such notice effective at the time and date of personal delivery; or
- (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Notice served by certified mail shall be effective as of 10:00 A.M. on the morning of the second day following deposit of notice in the U.S. Mail; or
- (3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the notice from the receiving Party); or
- (4) By personal delivery to Buyer's designee (other than Buyer's agent) listed below. Notice to Buyer's designee shall be deemed notice to Buyer effective at the time and date of personal delivery. Buyer's designee shall reside within 35 miles of subject property.

BUYER'S DESIGNEE: Name _____
Address _____ City, ST, Zip _____
Home Phone _____ Office Phone _____

32. CANCELLATION OF PRIOR CONTRACT: Seller has entered into another contract prior to this Contract ("prior contract"). Seller's obligations hereunder shall be subject to Seller obtaining written termination and cancellation of the prior contract on or before _____, 19____. In the event the prior contract is not terminated or cancelled within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. Notice to Buyer under the prior contract should not be served until after attorney's review and professional inspections provided for in this Contract have been satisfied, waived or expired.

33. INTEREST BEARING ACCOUNT: Earnest money when received in the total amount of \$5000.00 or more, (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer.

34. SURVEY OPTIONS: The survey provided by Seller pursuant to Paragraph #14; PLAT OF SURVEY shall show all corners staked and flagged or otherwise monumented.

35. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain at Seller's expense a current well water test (including nitrate test) and a current private septic/sanitary report from the appropriate governmental authority or qualified inspection service, stating that the well and the water supplied therefrom and the private septic/sanitary system are in compliance with applicable health regulations. Seller shall notify and deliver a copy of the report to Buyer within twenty-one (21) calendar days after the Date of Acceptance. IF EITHER SYSTEM IS FOUND DEFECTIVE, SELLER SHALL HAVE AN EQUAL NUMBER OF DAYS TO REPAIR SUCH DEFECTS AT SELLER'S EXPENSE AND PROVIDE WRITTEN NOTICE OF SAME TO BUYER. IF SELLER FAILS TO REPAIR SUCH DEFECTS WITHIN THE TIME SPECIFIED, THEN AT THE OPTION OF BUYER, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

36. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Contract.

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37. "AS IS CONDITION": This Contract is for the sale and purchase of Real Estate and personal property in its "As Is" condition as of the Date of Acceptance. The Real Estate and personal property have been inspected by Buyer and Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller.

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38. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer may terminate this Contract if the purchase price set forth herein exceeds the appraised value of the Real Estate, as determined by the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or If FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the mortgage loan amount. Seller agrees to pay additional miscellaneous expenses, required by lender, not to exceed \$200.00. These charges may include, but are not limited to, compliance inspection fee(s), termite inspection fee, tax service fee, document preparation fee, and ARM endorsement closing fee. REQUIRED FHA OR VA AMENDMENTS MUST BE ATTACHED TO THIS CONTRACT.

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39. INTERIM FINANCING: This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before _____, 19____ in the amount of \$_____. If Buyer is unable to secure the interim financing commitment and gives written notice to Seller within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

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40. ASSUMPTION OF SELLER'S MORTGAGE: Buyer's obligations are contingent upon Buyer receiving written confirmation of assumption from the mortgagee on or before _____, 19____ that Buyer may assume, as of the date of closing, Seller's existing first mortgage on the Real Estate. Seller represents the following as to the first mortgage as of the closing: Mortgage holder _____; Loan number _____; Approximate unpaid balance \$_____. Monthly principal and interest payment of \$_____; Interest rate _____%; [check one] fixed adjustable; Monthly escrow payment \$_____; Balloon or maturity date _____, 19____; It [check one] shall shall not be a condition to Seller's obligations that Seller is released from liability of the assumed mortgage as of the closing date. Seller shall deliver to Buyer prior to closing any documents the mortgage holder may require to facilitate the assumption, together with a copy of the note, mortgage and other loan documents. Buyer shall pay all costs and fees required by lender for assumption. In the event Buyer is unable to obtain written confirmation of assumption within the time specified, at Buyer's election THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The loan to be assumed shall be current as of the date of closing and, if not current by reason of any monetary default, funds sufficient to bring said loan current and cure all defaults shall be deducted from the proceeds otherwise payable to Seller at closing and applied for such purpose.

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41. ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE: This Contract is contingent upon: [Check one] A. Seller's attorney preparing an Articles of Agreement for Deed acceptable to the Parties and their attorneys on or before _____, 19____ consistent with the following terms: B. Seller taking back a Purchase Money Mortgage against the Real Estate to secure a note for the Contract Balance consistent with the following terms and Buyer shall execute and deliver to Seller at closing a note, mortgage and assignment of rents in favor of Seller:

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TERMS: Downpayment: (including earnest money) \$ _____ Monthly payment: (principal and interest) \$ _____ Amount to be financed: (Contract Balance) \$ _____ Tax reserve: (1/4th of estimated bill) \$ _____ Date of first payment: _____ Insurance reserve: (1/4th of estimated premium) \$ _____ Date of final payment: _____ TOTAL Monthly Payment: \$ _____ The amount of any monthly payment representing principal and interest is a sum which will amortize the Contract Balance at an interest rate of _____% over a period of _____ years with a balloon payment in _____ years. It is agreed by the Parties that they shall not be legally obligated to the suggested terms unless and until all documents are signed by all Parties.

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Within five (5) calendar days after the Date of Acceptance of this Contract, Buyer shall furnish all such credit information (including employment verification) as Seller may request. Within ten (10) calendar days after such information has been furnished, Seller shall notify Buyer in writing of Seller's refusal to accept Buyer's credit. If Seller fails to deliver to Buyer notice within the time specified, Seller shall be deemed to have accepted Buyer's credit. If Buyer fails to furnish such information within the time specified or if Seller notifies Buyer in writing within the time specified that Buyer's credit is not acceptable, then, AT SELLER'S OPTION, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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42. VACANT LAND: If the property is unimproved, this Contract is contingent on Buyer, at Buyer's expense, obtaining, within _____ calendar days after the Date of Acceptance a percolation, soil suitability, and/or soil boring test at a site of Buyer's choice on the property suitable for obtaining the necessary building and septic system permit from the appropriate authorities for a _____ bed room house. IN THE EVENT SUCH TEST(S) IS UNSATISFACTORY, AT OPTION OF BUYER, WITHIN THREE (3) CALENDAR DAYS OF BUYER'S RECEIPT OF THE RESULTS OF THE TEST(S) (AND COPIES OF SAME TO SELLER), THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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43. NEW CONSTRUCTION: Buyer's and Seller's obligations are contingent upon the Parties executing and entering into a separate, written agreement providing for the construction and/or completion of a single family residence upon the premises on terms and conditions consistent herewith, and with such additional terms as either Party may deem necessary. Upon execution of such agreement by the Parties, said document shall supersede this Contract. IN THE EVENT THE PARTIES ARE UNABLE TO AGREE UPON THE TERMS AND CONDITIONS OF SUCH SEPARATE WRITTEN AGREEMENT WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF ACCEPTANCE, UPON WRITTEN NOTICE OF ONE PARTY TO THE OTHER WITHIN THE TIME SPECIFIED, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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44. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by _____, Buyer's specified party, within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.



15	07	303	022	3126	161	1007				
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WARRANT	ITEM	ALP	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME **157**

AREA SUB-AREA BLOCK PARCEL TAX CODE
15-7-303-22 3126
 ROBERTSON & SEC. TOWN RANGE LOT SUB-LOT LOT BLOCK
7 39 12 28 2
 YOUNGS STRATFORD SUB

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
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46	47	48	49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64	65	66	67
68	69	70	71	72	73	74	75	76	77	78
79	80									
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4	4	4	4	4	4	4	4	4	4	4
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9	9	9	9	9	9	9	9	9	9	9



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80
 HACKETT 26618

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