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AFTER RECORDING RETURN TO:

J. David Ballinger, Esq. Schain, Burney, Ross & Citron, Ltd. 222 North LaSalle Street **Suite 1910** Chicago, Illinois 60601

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2002/0095 50 001 Page 1 of 2002-02-20 15:54:09 Cook County Recorder 59.50

Property of Cook County Clerk's Office

1. Rent, interest on existing marting a side available tax bill is on vacant third, partie the expansion na be prerated to date of closing. If property herein is improved, but last Purchaser at closing. on improved property is available. Security deposits, if any, shall be paid to

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 owner's duplicate Certificate of Title or a certified copy thereof, 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, (if applicable) 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. Byery Certificate of Title or 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-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of

5. In the event of default by Purchases, 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 carnest money and request the Seller's and Purchaser's written consent to the Eccrowee'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 Buyer objects to the intended disposition within the aforementioned thirty (30) dry 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 Clark 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 carnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowec 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 and warrante 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 carring, 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 drie of this Contract.

7. If this property is new construction, the curchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.

8. Selies warrants that no notice from any ci y, in age, or other governmental authority of 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, 9. If the subject property is located in the City of Chic 190, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter

193.2 of the Chicago Municipal Code concerning Heating Cost Disclesse for the subject properly.

10. At the request of Seller or Purchaser evidenced by notice is priting 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, it acrowdance 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 projections 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 not instanding, 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 negard 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 day a not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgaged desires a more recent or extensive survey, same shall be obtained at Purchaser's

12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those were cut furth 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 stice, when same is available.

14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds or this sat...

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 complew the depolicable provisions of the Real Estate ent Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as ever

- 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
 - 18. Soller 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, ordin re wear and tear excepted.

Time is of the essence of this contract.

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 sun e.

25-200-016-0000 PT NO.

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Environmental Rider

This Rider is made this 6th day of February, 2002 by and between Owner of Record, ("Seller") and V,T-1, Inc., ("Buyer") for the real estate commonly known as 2701 W. Belmont, Chicago, Allinois 60618. In the event of any conflict between provisions of this Rider and the Real Estate Sale Contract to which it is attached, the provisions of this Rider shall govern and control.

Within Fourteen (14) days after seceptance, Seller shall deliver any Phase One and Phase Two Environmental reports that he've been performed on said Property. If such reports do not exist or are more than six (6) months old Seller shall conduct said Phase One Environmental Audit, at Seller's sole cost and appense. In the event said Phase Two Audit shall so dictate, Seller shall remove, or cause to be removed, at its sole cost and expense, prior to closing, any hazardous, dangerous or harmful material from the real estate, including, but not limited to, soil contaminated in the process of removing said tanks, hereinafter referred to as the "clean-up." If the cost and expense of such clean-up exceeds Fifty Thousand Dollars (\$50,000.00) or the time frame for clean-up exceeds One Hundred and Twenty(120) days, this contract may be terminated by either party.

In Witness Whereof, the parties hereto have executed this Rider on the date and year first written above.

Seller(s):

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This Rider is made this 6th day of <u>February</u>, 2002 by and between <u>Owner of Record</u>, ("Seller") and <u>VLT-1</u>, Inc., ("Buyer") for the real estate commonly known as <u>2701 W</u>. <u>Belmont</u>, Chicago, Illinois 60618. In the event of any conflict between provisions of this Rider and the Real Estate Sale Contract to which it is attached, the provisions of this Rider shall govern and control.

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Purchaser(s):

Date: 02-07-02.

Seller(s):

Date: Free 7

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