



CHICAGO ASSOCIATION OF REALTORS/MLS  
REAL ESTATE SALE CONTRACT - APARTMENTS/INVESTMENTS



1 TO: OWNER OF RECORD SELLER DATE: OCT 21, 2002  
2 I/We offer to purchase the property known as 1840 N. FLEMONT CHGO IL 60614  
(Address) (City) (State) (Zip)

3 Lot approximately PER SURVEY feet, together with improvements thereon.  
4 ~~PERSONAL AND PERSONAL PROPERTY~~ Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:  
5 (check or enumerate applicable items)  
6 Washer Central air conditioner Electric garage door(s)  
7 Refrigerator Window air conditioner(s) with remote units(s)  
8 Stump pump Electronic air filter Fireplace screen and equipment  
9 Water softener (if not rental) Central humidifier Fireplace gas log  
10 Wall to wall carpeting, if any Ceiling fan Radiator covers  
11 Outdoor Shed Exterior storms & screens All planted vegetation  
12 Smokes and carbon monoxide detectors  
13 Window shades, attached shutters, drapes & curtains, hardware & other window treatments  
14 Security system (if not leased)  
15 Other items included:  
16 None  
17 None

18 1. Purchase Price \$ 775,000.00 (P&G) (SPK) shall be held by CHICAGO TITLE (Escrowee) to be  
19 increased to earnest money \$ 10,000.00 in the form of CHECK  
20 accepted by Seller on or before 10 BUS days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not a  
21 Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable to Purchaser at  
22 closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original  
23 of this contract shall be held by Listing Broker.

24 The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):  
25 (a) Cash, Cashier's check or Certified Check or any combination thereof.  
26 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).  
27 (c) Mortgage Lending Agency's contract is contingent upon Purchaser securing by \_\_\_\_\_ (to be) a written commitment for a fixed rate or an  
28 adjustable rate mortgage permit to be made by U.S. or Illinois savings and loan associations or banks, for \$ \_\_\_\_\_ the interest rate for initial interest  
29 rate if an adjustable rate mortgage (a) not to exceed \_\_\_\_\_ % per annum, amortized over \_\_\_\_\_ years, payable monthly, loan fee not to exceed  
30 \_\_\_\_\_, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no later than \_\_\_\_\_ years. Purchaser  
31 shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid  
32 date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller  
33 is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending  
34 the closing date up to the same number of days. Seller's commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary  
35 documents relating to the application and secure such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and  
36 whether Purchaser or Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall  
37 be responsible for any sales commission.

38 (d) ~~First FHA or VA mortgage is to be obtained, Rider 8, Paragraph 2 or HUD Rider is hereby attached, as applicable.~~  
39 (e) ~~Purchase Money Note and Trust Deed of Assurances of Agreement for Deed (see Rider 10).~~  
40 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights for  
41 other appropriate deed if title is in trust or in an estate, or Article of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if  
42 any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and easements; special governmental taxes or assessments for the year 2002 and subsequent years; the mortgage or trust deed set  
43 forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 112% of the most recent ascertainable tax bill at closing.  
44 Seller shall present to Purchaser a complete copy of all existing taxes affecting the property and a rent roll within three (3) days of the date of this contract.  
45 Closing or escrow payout shall be on JAN 1 2003 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted  
46 by Purchaser, at the office of Purchaser's mortgagee or at CHICAGO TITLE & TRUST CO, provided this sale has been closed.  
47 Seller agrees to surrender possession of said premises on or before CLOSING, provided this sale has been closed.  
48 (f) Use and Occupancy. At closing, Seller shall pay to Purchaser \_\_\_\_\_ per day for use and occupancy commencing the first day after closing up to and  
49 including the date possession is to be surrendered on a monthly basis, which shall be \_\_\_\_\_ per day. Seller and Purchaser shall refund any payment made for use and occupancy beyond the  
50 date possession is surrendered.

51 (g) ~~Escrowee. 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~~  
52 or before the date set forth above, which sum shall be held from the net proceeds of the sale to Escrowee form of receipt. If Seller does not surrender possession as above, Seller  
53 shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said escrowed sum per day up to and including day possession is surrendered to  
54 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount to be paid out of escrow and the balance, if any, to be turned over to Seller and  
55 acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Escrowee hereby acknowledge that Escrowee will not distribute the possession  
56 escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the  
57 parties hereto agree that the 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  
58 agree that Escrowee may be released from its possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree  
59 to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

60 8. Purchaser has received the Heat Disclosure Yes/No, Lead Paint Disclosure Yes/No, and Radon Certification Yes/No.  
61 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF  
62 ADD RIDERS  
63 REAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously conferred and hereby reconfirm such consent to  
64 \_\_\_\_\_ (licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to licensee acting as a  
65 Dual Agent in regard to the transaction referred to in this document.  
66  
67  
68  
69  
70

71 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing  
72 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.  
73 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract or they than sales price, broker's compensation and  
74 dates, mutually acceptable to the parties. If within 3 BUS days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto  
75 regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null  
76 and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN  
77 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND  
78 EFFECT.

79 13. 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  
80 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  
81 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  
82 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,  
83 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 refunded upon joint  
84 written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED  
85 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

86 14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

PURCHASER JOHN KRUFIAK ADDRESS 2134 W. CHICAGO AVE  
CHICAGO IL 60622  
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)  
PURCHASER JOHN KRUFIAK ADDRESS 3979 N. ORAKE ST.  
CHICAGO IL 60618  
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

ACCEPTANCE OF CONTRACT BY SELLER  
This 21 day of OCTOBER, 2002 I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this  
contract.  
SELLER JOHN KRUFIAK 563-170687 ADDRESS \_\_\_\_\_  
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)  
SELLER JOHN KRUFIAK 378-78-4833 ADDRESS \_\_\_\_\_  
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

FOR INFORMATIONAL PURPOSES:  
Listing Office \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_  
Seller's Designated Agent Name \_\_\_\_\_  
Cooperating Office \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_  
Buyer's Designated Agent Name \_\_\_\_\_  
Mortgage \_\_\_\_\_  
Seller's Attorney \_\_\_\_\_  
Purchaser's Attorney \_\_\_\_\_  
Revised 02/02

\* NO BROKERS COMMISSIONS  
(P&G) (SPK)

UNOFFICIAL COPY

0021314737

Page 2 of 2

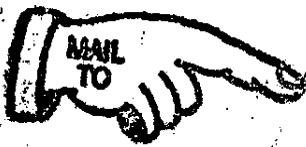
PIN #: 14-32-412-046-0000

COMMONLY KNOWN AS:

1840 N. FREMONT ST.  
CHICAGO, IL 60614

LEGAL DESCRIPTION:

LOT 14 IN BLOCK 3 IN SUB-BLOCK 5 IN  
SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION  
32, TOWNSHIP 40 NORTH, RANGE 14 EAST  
OF THE THIRD-PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.



PAUL STEVENS  
3929 N. DRAKE ST. #2  
CHICAGO, IL 60618

UNOFFICIAL COPY

Property of Cook County Clerk's Office