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3963/0001 53 001 Page 1 of 5
2002-12-20 08:33:17
Cook County Recorder 58.50

Memorandum of Contract



Above Space for Recorder's Use Only

THE UNDERSIGNED, Eric Herchenroether, Purchaser, of the City of Chicago, County of Cook, State of Illinois hereby certifies that the attached photocopy of the real estate sale contract Dated December 12, 2002 for the purchase of 1250 W. Oakdale, Chicago, Illinois from the Steve Pigott and Shannon Pigott is a true and correct photocopy of said contract.

The property is legally described as follows: LOT 81 IN WILLIAM DEERING'S DIVERSEY AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1830 W. OAKDALE CHICAGO, IL 60657
P.I.N. 14-30-218-025-0000

The date of the execution of said contract by Seller was December 12, 2001, and the terms of said contract provide for the future conveyance of said property to the Purchaser at a date certain.

This memorandum of contract is being recorded to give public notice that said contract was executed and, it is contended by Purchaser, that said contract remains in full force and effect.

Dated this 18 day of December, 2002.

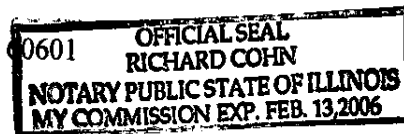
PLEASE PRINT OR TYPE NAMES BELOW SIGNATURE(S)
ERIC HERCHENROETHER (SEAL)
[Signature] (SEAL)

Subscribed and Sworn this 18th day of December, 2002.

[Signature]
Notary Public

This instrument was prepared by, and, after recording, please return to:

Richard Cohn, 221 North LaSalle St., Suite 2040, Chicago, Illinois



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FROM : STEVEN PIGOTT

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Dec. 12 2002 09:11PM P2

12/12/2002 12:35 7735251532

KAMBEROS

REAL ESTATE SALE CONTRACT - RESIDENTIAL

PAGE 02

TO: OWNER OF RECORD

SELLER

DATE: 12/12/02

I/We offer to purchase the property known as 1830 W. Oakdale Chicago IL 60657

If a contract, including making any offer (check appropriate) Accepted Not Accepted Not Accepted

Let approximately AS IS but together with improvements shown.

FIXTURES AND PERSONAL PROPERTY: Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following (check all items applicable items):
 Appliances (stove, refrigerator, dishwasher, etc.)
 Heating system (oil, gas, electric, etc.)
 Electrical system (wiring, outlets, switches, etc.)
 Plumbing system (pipes, fixtures, etc.)
 Other items (describe): None

1. Purchase Price: 184,000

2. Title: Seller warrants that the title to the property is good and marketable and that the same is not subject to any lien, mortgage, or other encumbrance.

3. Closing: Closing shall occur on or before Dec 24 2002 at 10:00 AM at the office of the Seller or at such other place as may be agreed to in writing by the Seller and Buyer.

4. Seller's Obligations: Seller shall execute and deliver to Buyer a deed and all other instruments necessary to carry out the terms of this contract.

5. Buyer's Obligations: Buyer shall pay the purchase price and any other amounts due at closing.

6. Assurances: Seller warrants that the property is not subject to any lien, mortgage, or other encumbrance.

7. Dual Agency: Seller is acting as a dual agent for both the Seller and Buyer in this transaction.

8. Contingencies: This contract is subject to the following contingencies: None

9. Seller's Representations: Seller represents that the information provided in this contract is true and accurate.

10. Buyer's Representations: Buyer represents that the information provided in this contract is true and accurate.

11. Closing Costs: Closing costs shall be paid as follows: None

12. Seller's Obligations: Seller shall execute and deliver to Buyer a deed and all other instruments necessary to carry out the terms of this contract.

13. Buyer's Obligations: Buyer shall pay the purchase price and any other amounts due at closing.

14. Assurances: Seller warrants that the property is not subject to any lien, mortgage, or other encumbrance.

15. Contingencies: This contract is subject to the following contingencies: None

16. Seller's Representations: Seller represents that the information provided in this contract is true and accurate.

17. Buyer's Representations: Buyer represents that the information provided in this contract is true and accurate.

18. Closing Costs: Closing costs shall be paid as follows: None

19. Seller's Obligations: Seller shall execute and deliver to Buyer a deed and all other instruments necessary to carry out the terms of this contract.

20. Buyer's Obligations: Buyer shall pay the purchase price and any other amounts due at closing.

21. Assurances: Seller warrants that the property is not subject to any lien, mortgage, or other encumbrance.

22. Contingencies: This contract is subject to the following contingencies: None

23. Seller's Representations: Seller represents that the information provided in this contract is true and accurate.

24. Buyer's Representations: Buyer represents that the information provided in this contract is true and accurate.

25. Closing Costs: Closing costs shall be paid as follows: None

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PROVISIONS

1. Rent, interest on existing mortgages, if any, water taxes and other facts shall be provided to date of closing. If property herein is improved, but not

2. The provisions of the Uniform Vendor and Purchase 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 at his agent's residence or reasonable office in the intended county (a) by

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

5. In the event of default by Purchaser, the actual attorney fees, the expenses and reimbursement of the listing broker, shall be paid to the Seller if Seller

6. Seller represents that the property is free from all liens, mortgages, judgments, claims, encumbrances, easements, and other interests in writing

7. If the Property is new construction, Seller and Buyer agree to comply with all applicable disclosure requirements as provided by the Federal

8. Seller warrants that no notice from any state, county, city or other governmental authority of a building code violation which substantially affects the

9. If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter

10. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, the

11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor. If Purchaser or Purchaser's mortgage lender requires a separate survey, the cost

12. Seller agrees to furnish to Purchaser all affidavits of this subject only to those facts of title, liens, and in ALTA form if required by Purchaser's

13. Title is reserved by either party as to any interest in the property at any time, without prejudice to the other party, when same is available.

14. Seller shall have the right to pay off any existing mortgages on the property of this sale.

15. Purchaser may place a mortgage on the property and apply proceeds of such mortgage to the purchase price, to the extent this limitation does not

16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate

17. Seller shall pay the amount of any taxes levied by the state and county on the transfer of title, and the 1% which a completed declaration states

18. Seller shall execute from Purchaser by date of recording all deeds and Seller's present property and conveyed by Seller to Purchaser.

19. Seller agrees to surrender possession of the real estate to the purchaser at the time of closing, unless otherwise agreed in writing.

20. This is of the essence of this contract.

21. Whenever appropriate, the singular includes the plural and masculine includes the feminine of person.

22. In the event the property is in a Good plan and Good Insurance is required by Purchaser's lender, Purchaser shall pay for same.

23. If possession of the Property is not delivered at closing, Seller shall deposit with Escrowee deposited in paragraph 2 above a sum equal to 10% of the

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KAMBEROS

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INTEREST BEARING ACCOUNT RIDER

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 12/12/2002 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 1830 W. Oakdale, Chicago ILLINOIS, ENTERED INTO BY Eric & Rachael Herchenroether (SELLER) AND (PURCHASER).

It is agreed by and between the parties hereto as follows: That the earnest money held with regard to the above captioned contract shall bear interest for the party listed on the Form W-9 below.

Form W-9. Payer's Request for Taxpayer Identification Number.

Form W-9 (Rev. September 1983) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give this form to the requester. Do NOT send to IRS.
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NAME (If individual, do not include the name of the partner or entity unless you enter in Part II below. See instructions under "Name" if your name has changed)		List account number(s) here (optional)	
Eric Herchenroether			
Address (number and street)			
1300 W. Antseld # 141			
City, state, and ZIP code			
Chicago IL			
Part I Taxpayer Identification Number Enter your taxpayer identification number in the appropriate box. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. If you do not have a number, see How To Obtain a TIN below. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.		Part III For Payers Exempt From Backup Withholding (See Instructions)	
Social Security number 2 8 9 4 2 1 0 4 5 2			
Employer identification number +		Requester's name and address (optional)	

Certification.—Under penalties of perjury, I certify that:

(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 because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions.—You must check out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of unreporting interest or dividends on your tax return. (Also see Signing the Certification and Specific Instructions, on page 2.)

Please Sign Here

Signature: [Signature] Date: 12/12/02

Eric Herchenroether
(Purchaser)

Steven Pigott
(Seller)

[Signature]
(Purchaser)

Shannon Pigott
(Seller)

U.S. GOVERNMENT PRINTING OFFICE: 2001

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