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RESIDENTIAL REAL ESTATE CONTRACT (PAGE 1 OF 4)



0021427930

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties"

Buyer(s) Antoinette Vigilante Seller(s) Marilyn and Marc Francon
(Please Print) (Please Print)

2. THE REAL ESTATE: Real Estate shall be defined to include the real estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated transferee, the Real Estate with the approximate lot size or acreage of 115' x 175' as per survey

commonly known as: 414 Ribstorf Rd, Kenilworth, IL 60143
County: Cook Assessor's Parcel ID: Val 103-05-28-219-001 and 05-28-219-012

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 operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale: [Check or uncheck applicable items]
 All Third Party Carpeting Fireplace Stove(s)/Door(s)/Grate(s) Central Air Conditioning
 Oven/Range/Stove All Window Treatments & Hardware Fireplace Gas Logs Electronic or Media Air Filter
 Microwave Built-in or Attached Shelving Existing Stairs & Screens Central Humidifier
 Dishwasher Sump Detector(s) Security System(s) Sump Pump(s)
 Garbage Disposal Ceiling Fan(s) Irrigation System Water Softener (owned)
 Trash Compactor Washer & Dryer System Central Vac & Equipment Outdoor Shed
 Washer Washer Air Conditioner(s) Electronic Garage Door Opener(s) Attached Gas Grill
 Dryer Lawn Mower/Vegetation Transmittal(s) Light fixtures, as they exist
 Sensative dish and system Lawn/Fence system Home Warranty \$

Other items included: None
Items NOT included: FREE STAIRS & RUIT CARPETS AND TREADS

Seller warrants to Buyer that all fixtures, personal property included in this Contract shall be in operating condition on the Date of Acceptance. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, is free of any defects of any kind, and does not constitute a hazard to health or safety.

4. PURCHASE PRICE: Purchase price of \$ 75,000.00 shall be paid as follows: Chasing and Cash
Initial earnest money of \$ 7,500.00 (check, cash, or other due on CONTRACT SIGNING) to be credited to a total of 75,000.00 by cash or company's check (provided that the company's check is guaranteed by a bank or other financial institution).

5. ACCEPTANCE: Earnest money shall be returned and this offer shall be accepted on or before Mon 12/16/02

6. CONTINGENCIES: This Contract is subject to the following contingencies:
a. Title: Buyer shall obtain a title insurance policy for a 10 year term of insurance which shall be provided by Seller or by Seller's agent, at Seller's expense, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 5 1/2 per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 2 % of the loan amount. These fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, underwriting, and closing fees, and closing costs charged by lender. (If FHA/VA, refer to Paragraph #18 for additional provisions.) Buyer (check one): I will I will not 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. **BUYER TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT.** If Buyer, having applied for the loan as specified above, is unable to obtain a loan commitment and 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 in 30 days. IF WRITTEN NOTICE IS NOT GIVEN WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL NOT BE CONSIDERED AT UPON THE SALE AND/OR CLOSING OF AND EFFECT, UNLESS OTHERWISE PROVIDED HEREIN. THIS CONTRACT SHALL NOT BE CONSIDERED AT UPON THE SALE AND/OR CLOSING OF EXISTING REAL ESTATE. A CONDITION IN THE MORTGAGE COMMITMENT REQUIRING SELLER'S SIGNATURE AT UPON THE SALE AND/OR CLOSING OF EXISTING REAL ESTATE SHALL NOT RENDER THE MORTGAGE COMMITMENT CONDITIONAL FOR THE PURPOSE OF THIS PARAGRAPH. IF SELLER AT SELLER'S OPTION AND EXPENSE, WITHIN FORTY (40) DAYS AFTER BUYER'S NOTICE, PROCURES FOR BUYER SUCH COMMITMENT OR NOTICE, BUYER THAT SELLER SHALL ACCEPT A PURCHASE MONEY MORTGAGE UPON THE SAME TERMS, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IN SUCH CASE, SELLER SHALL NOTIFY BUYER WITHIN FIVE (5) BUSINESS DAYS AFTER BUYER'S NOTICE OF SELLER'S ELECTION TO PROVIDE OR OBTAIN SUCH FINANCING, AND BUYER SHALL FURNISH TO SELLER OR LENDER'S ALL NECESSARY INFORMATION AND DOCUMENTATION TO OBTAIN THE MORTGAGE COMMITMENT AND TO CLOSE THE SAME.

7. CLOSING: Closing or escrow payment shall be on 12/16/02 at 10:00 AM or at such time as mutually agreed upon, by the Parties, in writing. This sale shall be closed at the title company escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

8. POSSESSION: Possession shall be deemed to have been delivered when Seller has vacated premises and delivered keys to premises to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time specified.

9. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use and initialed by the Parties which are contained on the preceding pages, and the following attachments, if any: RIDER TO RESIDENTIAL REAL ESTATE CONTRACT

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

11. SIGNATURES: Buyer's Signature: Antoinette Vigilante Social Security No. 315 62 6249
Buyer's Address: 320 WARWICK RD, KENILWORTH, IL 60143
Phone No. 847-251-7183
Seller's Signature: Marilyn Francon Social Security No. 430 17 2625
Seller's Address: 324 STEARNS RD, KENILWORTH, IL 60143
Phone No. 847-251-1640
Date of Acceptance: 12/16/02
Date of Closing: 12/16/02

12. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use and initialed by the Parties which are contained on the preceding pages, and the following attachments, if any: RIDER TO RESIDENTIAL REAL ESTATE CONTRACT

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

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THAN AND CUTLER

414 Abbeystford

GENERAL CONDITIONS FOR REAL ESTATE (PAGE 1 OF 9)

Real Estate

Handwritten notes: 'Hand (2)', 'Sylvia', '4/2001'

Handwritten notes: 'both sides had 12/11/02 at 5 PM', 'three (3) days 12/12/02 at 5 PM'

17 PROFESSIONAL INSPECTIONS... 18 and-based inspections (unless expressly waived)... 19 shall serve written notice... 20 WRITTEN NOTICE IS NOT SERVED... 21 SHALL REMAIN IN FULL FORCE AND EFFECT... 22 AND EARNEST MONEY REFUNDED TO BUYER... 23 CONTINGENCY... 24 ATTORNEY REVIEW... 25 THE TIME SPECIFIED, BUYER SHALL... 26 THE TIME SPECIFIED, BUYER SHALL... 27 THE TIME SPECIFIED, BUYER SHALL... 28 THE TIME SPECIFIED, BUYER SHALL... 29 THE TIME SPECIFIED, BUYER SHALL... 30 THE TIME SPECIFIED, BUYER SHALL... 31 THE TIME SPECIFIED, BUYER SHALL... 32 THE TIME SPECIFIED, BUYER SHALL... 33 THE TIME SPECIFIED, BUYER SHALL... 34 THE TIME SPECIFIED, BUYER SHALL... 35 THE TIME SPECIFIED, BUYER SHALL... 36 THE TIME SPECIFIED, BUYER SHALL... 37 THE TIME SPECIFIED, BUYER SHALL... 38 THE TIME SPECIFIED, BUYER SHALL... 39 THE TIME SPECIFIED, BUYER SHALL... 40 THE TIME SPECIFIED, BUYER SHALL... 41 THE TIME SPECIFIED, BUYER SHALL... 42 THE TIME SPECIFIED, BUYER SHALL... 43 THE TIME SPECIFIED, BUYER SHALL... 44 THE TIME SPECIFIED, BUYER SHALL... 45 THE TIME SPECIFIED, BUYER SHALL... 46 THE TIME SPECIFIED, BUYER SHALL... 47 THE TIME SPECIFIED, BUYER SHALL... 48 THE TIME SPECIFIED, BUYER SHALL... 49 THE TIME SPECIFIED, BUYER SHALL... 50 THE TIME SPECIFIED, BUYER SHALL... 51 THE TIME SPECIFIED, BUYER SHALL... 52 THE TIME SPECIFIED, BUYER SHALL... 53 THE TIME SPECIFIED, BUYER SHALL... 54 THE TIME SPECIFIED, BUYER SHALL... 55 THE TIME SPECIFIED, BUYER SHALL... 56 THE TIME SPECIFIED, BUYER SHALL... 57 THE TIME SPECIFIED, BUYER SHALL... 58 THE TIME SPECIFIED, BUYER SHALL... 59 THE TIME SPECIFIED, BUYER SHALL... 60 THE TIME SPECIFIED, BUYER SHALL... 61 THE TIME SPECIFIED, BUYER SHALL... 62 THE TIME SPECIFIED, BUYER SHALL... 63 THE TIME SPECIFIED, BUYER SHALL... 64 THE TIME SPECIFIED, BUYER SHALL... 65 THE TIME SPECIFIED, BUYER SHALL... 66 THE TIME SPECIFIED, BUYER SHALL... 67 THE TIME SPECIFIED, BUYER SHALL... 68 THE TIME SPECIFIED, BUYER SHALL... 69 THE TIME SPECIFIED, BUYER SHALL... 70 THE TIME SPECIFIED, BUYER SHALL... 71 THE TIME SPECIFIED, BUYER SHALL... 72 THE TIME SPECIFIED, BUYER SHALL... 73 THE TIME SPECIFIED, BUYER SHALL... 74 THE TIME SPECIFIED, BUYER SHALL... 75 THE TIME SPECIFIED, BUYER SHALL... 76 THE TIME SPECIFIED, BUYER SHALL... 77 THE TIME SPECIFIED, BUYER SHALL... 78 THE TIME SPECIFIED, BUYER SHALL... 79 THE TIME SPECIFIED, BUYER SHALL... 80 THE TIME SPECIFIED, BUYER SHALL... 81 THE TIME SPECIFIED, BUYER SHALL... 82 THE TIME SPECIFIED, BUYER SHALL... 83 THE TIME SPECIFIED, BUYER SHALL... 84 THE TIME SPECIFIED, BUYER SHALL... 85 THE TIME SPECIFIED, BUYER SHALL... 86 THE TIME SPECIFIED, BUYER SHALL... 87 THE TIME SPECIFIED, BUYER SHALL... 88 THE TIME SPECIFIED, BUYER SHALL... 89 THE TIME SPECIFIED, BUYER SHALL... 90 THE TIME SPECIFIED, BUYER SHALL... 91 THE TIME SPECIFIED, BUYER SHALL... 92 THE TIME SPECIFIED, BUYER SHALL... 93 THE TIME SPECIFIED, BUYER SHALL... 94 THE TIME SPECIFIED, BUYER SHALL... 95 THE TIME SPECIFIED, BUYER SHALL... 96 THE TIME SPECIFIED, BUYER SHALL... 97 THE TIME SPECIFIED, BUYER SHALL... 98 THE TIME SPECIFIED, BUYER SHALL... 99 THE TIME SPECIFIED, BUYER SHALL... 100 THE TIME SPECIFIED, BUYER SHALL...

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Kenilworth IL (PAGE 3 OF 4)

THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

31. SALE OF BUYER'S REAL ESTATE

(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE Buyer represents to Seller as follows:

(1) Buyer owns Real Estate commonly known as (address): _____

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

(3) Buyer (check one) has has not entered into a contract to sell his Real Estate with a licensed real estate broker and to a local multiple listing service.

(4) If Buyer's Real Estate is not listed for sale with a licensed real estate broker and to a local multiple listing service, Buyer:
(a) shall list his Real Estate for sale with a licensed real estate broker who will place it in a local multiple listing service within seven (7) calendar days after the Date of Acceptance of this Contract.
Broker: _____ Phone: _____
Broker's Address: _____

(b) shall not list his Real Estate for sale.

(5) Buyer authorizes Seller or his agent to market the Real Estate in accordance with the terms of this Contract.

(B) SALE AND/OR CLOSE OF BUYER'S REAL ESTATE

(1) This Contract is contingent upon Buyer procuring a contract for the sale of Buyer's Real Estate on or before _____, such contract shall provide for a closing date not later than the closing date set forth in this Contract. IF WRITTEN NOTICE OF FAILURE TO PROCEED WITH THIS CONTRACT IS NOT RECEIVED WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IF THIS PARAGRAPH IS NOT TO BE COMPLETED, THE FOLLOWING PARAGRAPH MUST BE COMPLETED.

(2) In the event the Buyer has procured a contract for the sale of Buyer's Real Estate as set forth above or has entered into a contract for sale of Buyer's Real Estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's Real Estate on or before _____ IF WRITTEN NOTICE OF FAILURE TO CLOSE THE SALE OF BUYER'S REAL ESTATE BY SAID DATE IS NOT RECEIVED WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the contingency period Seller has the right to continue to show the Real Estate and offer it for sale to other prospective buyers. The following contingencies shall apply to the offer of the Real Estate during the contingency period:

(1) If Seller accepts another bona fide offer to purchase the Real Estate during the contingency period, Seller shall immediately advise Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in paragraph 31(B) subject to paragraph 31(D) WAIVER OF CONTINGENCIES.

(2) If Buyer complies with the provisions of paragraph 31(B) and (C) and Seller receives a bona fide offer to purchase the Real Estate, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the parties to escrow.

(D) WAIVER OF CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in paragraph 31(B) when Buyer or Seller provides written notice to the other Party. Counterparty copies of notice shall be sent to the respective attorneys and Real Estate agents, if known. Failure to provide such written notice shall constitute a breach of this Contract. BY THE END OF THE NEXT BUSINESS DAY AFTER BUYER'S WRITTEN NOTICE, BUYER FAILS TO DEPOSIT THE ADDITIONAL EARNEST MONEY WITHIN THE TIME SPECIFIED THE WAIVER SHALL BE DEEMED INEFFECTIVE AND THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROW.

(E) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided above, notice required under this Paragraph 31 shall be in writing and shall be given to the other Party. Counterparty copies of notice shall be sent to the respective attorneys and Real Estate agents, if known. Failure to provide such written notice shall constitute a breach of this Contract. Notice to any one of a multi-person Party shall be sufficient notice to all. Notice shall be given in the following manner:

(1) By personal delivery of a copy of the notice to the other Party at the time and date of personal delivery; or

(2) By mailing of a copy of the notice to the other Party by regular mail and by certified mail (notices 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 one receiving Party receives a receipted copy of the notice from the receiving Party); or

(4) By personal delivery to Buyer's attorney (other than Buyer's Real Estate agent or attorney) listed below. Notice to Buyer's attorney shall be deemed notice to Buyer effectively at the time and date of personal delivery. Buyer's attorney shall reside within 35 miles of the Real Estate.

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

32. CANCELLATION OF CONTRACT: In the event either Party fails to perform its obligations under this Contract, the other Party shall have the right to cancel this Contract. If this Contract is cancelled, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the parties to escrow. CANCELLATION OF THIS CONTRACT SHALL BE DEEMED INEFFECTIVE AND THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROW.

33. INTEREST BEARING ACCOUNT: Earnest money when received in the total amount of \$10,000.00 or more (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account as a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer in anticipation of closing. The Parties direct Escrowee to close the account to account this interest to Buyer at the time of closing.

34. INSPECTION: Buyer shall have the right to inspect the Real Estate prior to closing. Buyer shall obtain a Seller's response to all requests for inspection within the time specified in this Contract. If Buyer does not obtain a Seller's response to all requests for inspection within the time specified in this Contract, Buyer shall be deemed to have waived its right to inspect the Real Estate.

35. WELL AND SEPTIC SYSTEMS: Seller shall obtain a Seller's response to all requests for inspection within the time specified in this Contract. If Buyer does not obtain a Seller's response to all requests for inspection within the time specified in this Contract, Buyer shall be deemed to have waived its right to inspect the Real Estate. Seller shall obtain a Seller's response to all requests for inspection within the time specified in this Contract. If Buyer does not obtain a Seller's response to all requests for inspection within the time specified in this Contract, Buyer shall be deemed to have waived its right to inspect the Real Estate. Seller shall obtain a Seller's response to all requests for inspection within the time specified in this Contract. If Buyer does not obtain a Seller's response to all requests for inspection within the time specified in this Contract, Buyer shall be deemed to have waived its right to inspect the Real Estate.

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

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OPTIONAL PROVISIONS FOR Kenilworth, IL (PAGE 4 OF 4)
(Real Estate Address)

264 **21. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its "As Is" condition
265 of the Date of Offer. Buyer acknowledges that no representation, warranties or guarantees with respect to the condition of the Real Estate and personal property have
266 been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
267 shall make the property available to Buyer for inspection at reasonable times. Buyer shall indemnify and hold Seller harmless from and against any loss or damage to the
268 property caused by acts or omissions of Buyer or Buyer's inspectors. In the event the inspection reveals that the condition of the improvements, fixtures or personal property
269 is to be conveyed or transferred is unacceptable to the Buyer and the Seller within five (5) business days after the Date of Acceptance, THIS CONTRACT
270 SHALL BE NULL AND VOID AND EARNEST MONEY SHALL BE REFUNDED TO BUYER. Failure of the Buyer to notify the Seller or to conduct said inspection
271 within the time specified in this Paragraph and this Contract shall remain in full force and effect. Buyer acknowledges the
272 provisions of Paragraph 19 (PROFESSIONAL INSPECTIONS) and the warranty provisions of Paragraph 3 do not apply to this Contract.

277 **22. VA OR FHA FINANCING:** IF BUYER IS REQUESTING VA OR FHA FINANCING, THIS PROVISION SHALL BE APPLICABLE.
278 Buyer hereby terminates this Contract if the purchase price set forth herein exceeds the guaranteed value of the Real Estate, as determined by the Veterans Administration
279 (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 guaranteed
280 valuation. If VA, the Funding Fee, or MIP, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the
281 mortgage loan amount. Seller agrees to pay additional miscellaneous expenses, required by lender but which HUD or other applicable agency prohibits Buyer from paying,
282 not to exceed \$200.00. These charges shall be limited to, compliance inspection fee(s), tax service fee and document preparation fee.
283 REQUIRED VA OR VA AMENDMENTS SHALL BE ATTACHED TO THIS CONTRACT.

284 **23. EVIDENCE OF FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for financing financing on or before
285 _____ in the amount of \$_____. If Buyer is unable to secure the herein financing commitment and gives written
286 notice to Seller within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN
287 DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE
288 DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

289 **24. ASSUMPTION OF SELLER'S MORTGAGES:** Buyer's obligations are contingent upon Buyer receiving written confirmation
290 of assumption from the mortgagee on or before _____ that Buyer may assume, as of the date of closing, Seller's existing first mortgage on the Real Estate.
291 Seller represents the following as to the first mortgage as of the closing: Mortgage # _____; Approximate unpaid balance \$ _____; Monthly principal and interest payment of \$ _____
292 _____; Interest rate _____; [check one] fixed adjustable;
293 Monthly escrow payment \$ _____; Balloon or maturity date _____; If [check one] shall shall not be a condition to
294 Seller's obligations that Seller is released by an ability of the assumed mortgage as of the date of closing. Seller shall deliver to Buyer prior to closing any documents the
295 mortgagee 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
296 mortgagee for assumption. In the event Buyer is unable to obtain written confirmation of assumption within the time specified, as Buyer's election, THIS CONTRACT
297 SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The foregoing
298 assumption shall be current as of the date of closing and, if not current by reason of any monetary default, fees or penalties to bring said loan current and cure all defaults shall
299 be deducted from the proceeds otherwise payable to Seller at closing and applied for such purpose.

301 **25. ANTI-TIE-UP AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE:**
302 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
303 may request. Within ten (10) calendar days after such information has been furnished, Seller shall notify Buyer in writing of the results of the credit check to accept Buyer's credit. If
304 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
305 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
306 SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

307 This Contract is contingent upon Seller's attorney preparing documents within five (5) business days after Seller's approval of Buyer's financing and submitting
308 them to the Parties for approval on or before _____ [check one]
309 (A) Articles of Agreement or Deed which includes the following terms: or
310 (B) A Purchase Money Mortgage and related documents which include the following terms:
311 Down payment (including cash in money) \$ _____ Monthly payment (principal and interest) \$ _____
312 Amount to be financed: (Costs + Balance) \$ _____ Tax reserve: (1/2% of estimated net) \$ _____
313 Date of first payment: _____ Insurance reserve: (1/4% of estimated premium) \$ _____
314 Date of final payment: _____ TOTAL Monthly Payment: \$ _____
315 Interest rate: _____ Number of years for amortization: _____
316 Balloon payment date: _____
317 It is agreed by the Parties that the foregoing terms shall not be binding unless and until all documents are approved by all Parties.

318 **26. VAC. RELEASE:** If the Real Estate is unimproved, this Contract is contingent upon Buyer, at Buyer's expense, obtaining, within
319 _____ business days after the Date of Acceptance, a percolation, soil suitability and/or soil boring test at a site of Buyer's choice on the Real Estate suitable for
320 obtaining the necessary building and septic system permits from the appropriate authorities for a _____ bedroom home. In the event the results of such test(s) are
321 unsatisfactory and Buyer serves written notice with copies of the test results upon Seller or Seller's attorney within five (5) business days after the Buyer's receipt of the
322 test results, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES
323 TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES
324 AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

325 **27. NEW CONSTRUCTION:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement
326 consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for the construction and/or
327 completion of a residence on the Real Estate. Said agreement shall supersede this Contract. IN THE EVENT THE PARTIES ARE UNABLE TO AGREE UPON THE
328 TERMS AND CONDITIONS OF SUCH A SEPARATE WRITTEN AGREEMENT WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF ACCEPTANCE, UPON
329 WRITTEN NOTICE OF ONE PARTY TO THE OTHER WITHIN THE TIME SPECIFIED, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY
330 REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

331 **28. SPECIAL PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
332 _____ Buyer's specified party, within five (5) calendar days after the Date of Acceptance, in the event Buyer's specified party
333 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
334 MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE
335 TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND
336 EFFECT.

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ILLINOIS ASSOCIATION OF REALTORS®



**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

- MM (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- MM (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards;
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date 12/9/02 Seller _____ Date / /

Purchaser [Signature] Date 12/5/02 Purchaser _____ Date / /

Agent N/A Date / / Agent N/A Date / /

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5 of 5

Rider to Residential Real Estate Contract for the sale of 414 Abbotsford, Kenilworth IL:

Section 21: If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other casualty, then Buyer shall receive a \$25,000 credit, as a reduction in the purchase price but Buyer shall have no right to terminate this Contract as a result thereof. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

Section 45: Buyer and Seller agree and acknowledge that no real estate broker was involved in representing either party in this transaction and no real estate commission shall result from this transaction.

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<i>Christine Delint</i>	<i>Neil Brown</i>
Buyer Signature	Seller Signature
<i>12/5/02</i>	<i>12/4/02</i>
Date	Date
<i>Charles P. Francis</i>	

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Network Owner Form

Schedule A

Policy No.: OP0052090
File No.: 3039028

Effective Date: November 16, 2001
Amount of Insurance: \$1,225,000.00

1. Name of Insured:

MARC P. FRANSON AND MARILYN D. FRANSON, HIS WIFE, IN JOINT TENANCY

2. The estate or interest in the land described herein and which is covered by this policy is, at the effective date hereof, vested in the named insured and is a fee simple (if other specify same):

3. The land referred to in this policy is described as follows:

THE SOUTHEASTERLY TWENTY-FIVE (25) FEET OF LOT SIX (6) AND THE NORTHWESTERLY NINETY (90) FEET OF LOT EIGHT (8) IN BLOCK FOUR (4) IN KENILWORTH, SAID KENILWORTH BEING A SUBDIVISION OF PARTS OF SECTION TWENTY-TWO (22), TWENTY SEVEN (27) AND TWENTY-EIGHT (28), TOWNSHIP FORTY-TWO (42) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Issued by:

DISILVESTRO & ASSOCIATES
Three First National Plaza
Suite #1600
Chicago, Illinois 60602


Authorized Signatory

0021427930

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CHICAGO TITLE INSURANCE COMPANY

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400 S. JEFFERSON, CHICAGO, IL 60607

(312) 223-2582

TRACT INDEX SEARCH

DIAMBRI & CARAVELLO 71-5494
300 GREENBAY ROAD
HIGHWOOD, ILLINOIS 60040
PAUL DIAMBRI

CTIC Order No.: 1401 S9578163 SP
Cover Date: DECEMBER 5, 2002
Ref: 414 ABBOTSFORD RD

CJH/EU

Legal Description of Land Searched: (See Attached)

Permanent Tax Number (P.I.N.):
05-28-219-012-0000
05-28-219-011-0000

Street Address of Land Search (as furnished by Applicant):
414 ABBOTSFORD RD
KENILWORTH, ILLINOIS

Grantee(s) in last recorded conveyance:

MARC P. FRANSON AND HIS WIFE MARILYN D. FRANSON

In accordance with the application, a search of tract indices discloses the following items. With respect to residential properties, we may not have shown mortgages, trust deeds, or other liens which were eliminated by transactions closed through CTIC or Chicago Title and Trust Company.

DOCUMENT/CASE NO.: 0011081992
GRANTOR: MARC P. FRANSON & WIFE MARILYN D. FRANSON
GRANTEE: NEXSTAR FINANCIAL CORP
INSTRUMENT: MORTGAGE
DATE: 09/14/01
RECORDED: 11/16/01
REMARKS: \$600,000.00

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DOCUMENT/CASE NO.: 0011081991
GRANTOR: JOHN FREDERICK STEWART, JR., & HAN SHEFFIELD RAY STEWART
& BANK ONE TR CO NA "INDEPENDENT CO EXECUTORS OF THE
ESTATE OF MARGARET R. STEWARD CN#01 F 3153
GRANTEE: MARC P. FRANSON & WIFE MARILYN D. FRANSON
INSTRUMENT: DEED
DATE: 04/26/01
RECORDED: 11/16/01
REMARKS:

(CONTINUED)

Cook County

Recorder

James Moore

Office

Vanessa Fry, Esq.
Diana Caravello
300 Green Bay Rd
Highwood, IL
60040

CHICAGO TITLE INSURANCE COMPANY

By: *Ernestina Urra*

SEE ATTACHED FOR TERMS AND CONDITIONS OF SEARCH AND EXPLANATION OF ABBREVIATIONS
This is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such.

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