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2003-01-16 13:23:18
Cook County Recorder 28.50

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE



~~Certification~~

REAL ESTATE
CONTRACT

I, Christina M. Spiratos, an attorney licensed to practice law in the State of Illinois, do hereby certify that I have examined the attached photocopy document entitled "Real Estate Sales Contract" and consisting of five (5) pages, alongside the original, and certify that the attached photocopy document is a true and accurate copy of the original.

C.M. Spiratos

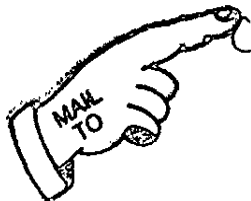
Legal Description

Lot 2 in Werner's Subdivision in the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 04-25-306-074-0000

Commonly Known as 1618 Wagner Rd. Glenview, IL 60025

C.M. Spiratos
Atty at law
3415 W Diversey
Chicago IL 60647



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Buyer(s) JOHN MOURIKES Seller(s) DOUBER(S) OF RECORD
(Please Print) *OR ASSIGNEE (Please Print)

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 Buyer's designee, the Real Estate with the approximate lot size or acreage of 120x120

commonly known as: 1618 Wagner Rd Glenview IL 60025
Address City State Zip

COOK
County

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 heating, electrical and plumbing systems together with the following items of personal property by Bill of Sale: [Check or enumerate applicable items]

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Home Warranty \$ _____ | <input type="checkbox"/> with _____ Transmitter(s) | <input type="checkbox"/> All Planted Vegetation |

Other Items Included: _____
Items NOT Included: _____

Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except _____ A system or item shall be deemed to 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.

4. PURCHASE PRICE: Purchase price of FOUR HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED DOLLARS shall be paid as follows: Initial earnest money of \$ 30,000 by (check), (cash), or (note due on ACCEPTANCE, 19____) to be increased to a total of \$ N/A by _____, 19____. The earnest money and the original of this Contract shall be held by the 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 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.

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

6. MORTGAGE CONTINGENCY: This contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before _____, 19____ for a _____ (type) loan of \$ _____ or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed _____ % per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed _____ % 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 processing fees and closing costs charged by lender. (If FHAVA, refer to Paragraph #38 for additional provisions.) Buyer [check one] will 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.

FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT. If Buyer, having applied for the loan specified above, is 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 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. SHOULD BUYER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE AND/OR CLOSING OF EXISTING PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THIS MORTGAGE CONTINGENCY.

7. CLOSING: Closing or escrow payout shall be on TBD, 19____, or at such time as mutually agreed upon, by the Parties 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 be agreed mutually by the Parties.

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

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

10. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) for tenants, utilities, homeowner's or condominium association fees, premiums for insurance policies or accrued interest on any mortgage assumed. Seller represents that as of the Date of Acceptance Homeowner Association/Condominium fees are \$ _____ per _____. The general real estate taxes shall be prorated as of the date 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 shall be final.

11. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use by the Parties which are contained on the succeeding pages and the following attachments, if any: 2.05 R "A"

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

9/23/02
Date of Offer
Buyer (signature) [Signature] Social Security No. _____
Buyer (signature) _____ Social Security No. _____
Print Buyer(s) Name(s) _____
Address _____
City _____ State _____ Zip _____
Phone Number(s) _____

9/28/02
DATE OF ACCEPTANCE
Seller (signature) [Signature] Social Security No. 340-80-8994
Seller (signature) _____ Social Security No. _____
Print Seller(s) Name(s) Branca Dobobru
Address 1618 Wagner Rd
Glenview IL 60025
City _____ State _____ Zip _____
Phone Number(s) 847-968-2430

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

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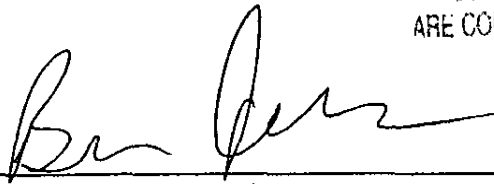
RIDER "A"

This contract is contingent upon the occurrence of the following and written notice to Buyer of same, within the time specified.

Buyer shall apply for setback variance for the subject property, the construction of plans provided by Buyer, such variance to be procured within 60 calendar days of the acceptance of this contract. Seller will assist Buyer in securing the variance and provide Buyer copies of all existing engineering and grading surveys, lot plans, including plot of existing trees etc. to facilitate Buyers expeditious production of same to the Village of Glenview

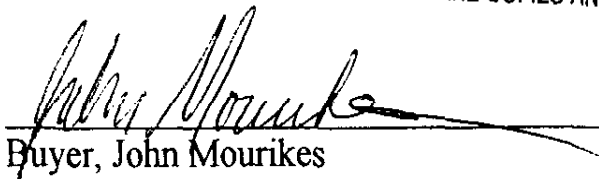
In the event that the variance is not approved within the time period specified, Buyer may, at his option, extend the time period by an additional 45 days. In the event that the variance is not secured within the time period initially specified nor as extended, Buyer may at his option, waive this contingency and conclude the sale of the property as otherwise provided, or cancel the contract by written notice to Seller or his attorney, in which case, this contract shall be null and void and the earnest money shall be refunded to Buyer within 5 business days.

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Seller, Branco Dubobrov

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Buyer, John Mourikes

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