



Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 07/21/2003 04:20 PM Pg: 1 of 4

STATE OF ILLINOIS)
)
COUNTY OF COOK)

**MEMORANDUM
OF CONTRACT**

THIS INSTRUMENT PREPARED BY:

Daniel G. Lauer & Assoc., P.C.
1424 W. DIVISION STREET
CHICAGO, IL 60622-3360

WHEREAS, MIROSLAW J. LEWICKY as Seller and **PHILLIP CIACCIO** as Purchaser, executed a real estate sales contract dated July 17, 2003, a true and correct copy of which is attached hereto and made a part hereof;

WHEREAS, Purchaser wishes to encumber the land legally described below to give constructive notice of Purchaser's contractual rights;


NOW THEREFORE, Purchaser records that certain contract dated July 17th, 2003 by and between **MIROSLAW J. LEWICKY** and **PHILLIP CIACCIO** as to the following described property:

THE NORTH ½ OF LOT 1 IN BLOCK 18 IN JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: **849 North Paulina Street, Chicago, IL 60622**

PIN: **17-06-431-014-0000**

IN WITNESS WHEREOF, the Purchaser has executed this Memorandum of Contract this 21st day of July, 2003 at Chicago, Cook County, Illinois.

PURCHASER,
Phillip Ciaccio

By: _____
Phillip Ciaccio
Purchaser

UNOFFICIAL COPY

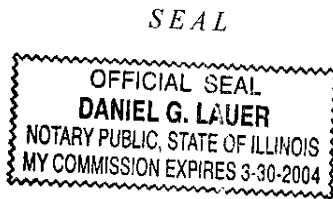
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

I, DANIEL G. LAUER, a Notary Public in and for said County and State, do hereby certify that PHILLIP CIACCIO, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Contract, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said Memorandum of contract as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21ST day of July, 2003.



Notary Public



Property of Cook County Clerk's Office

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



UNOFFICIAL COPY



1 TO: OWNER OF RECORD SELLER DATE: 7-17-03
2 I/We offer to purchase the property known as 849 N. Paulina CHICAGO IL 60622

4 Lot approximately 25x125 feet, together with improvements thereon.
5 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:

- 7 TV. Antenna Washer Central air conditioner Electronic garage door(s)
8 Refrigerator Dryer Window air conditioner(s) with remote units(s)
9 Oven/Range Sump pump Electronic air filter Fireplace screen and equipment
10 Microwave Water softener (if not rental) Central humidifier Fireplace gas log
11 Dishwasher Wall to wall carpeting, if any Ceiling fan Radiator covers
12 Garbage disposal Outdoor Shed Existing storms & screens All planted vegetation
13 Trash compactor Smokes and carbon monoxide detectors
14 Window shades, attached shutters, draperies & curtains, hardware & other window treatments

15 Security system (if not leased)
16 Other items included: \$20,000 TOTAL
17 Items excluded:

18 1. Purchase Price \$400,000
19 2. Initial earnest money \$1,000 in the form of CHECK shall be held by Seller's Attorney (Escrowee) to be
20 increased to 3% of purchase price within 5 BUSINESS DAYS days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not a
21 cepted by Seller on or before 7-17-03 If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
22 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
23 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
24 of this contract shall be held by Listing Broker.

25 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
26 (a) Cash, Cashier's check or Certified Check or any combination thereof.
27 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).
28 (c) Mortgage Contingency. This contract is contingent upon Purchaser securing by (date) a written commitment for a fixed rate or an

29 adjustable rate mortgage to be made by U.S. or Illinois savings and loan associations or banks, for \$ (date) the interest rate (or initial interest
30 rate if an adjustable rate mortgage) not to exceed % per annum, amortized over years, payable monthly, loan fee not to exceed
31 %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than years. Purchaser
32 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
33 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
34 is so notified, Seller may, within a equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending
35 the closing date up to the same number of days. Said commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary
36 documents relating to the application and securing of such commitment, and pay on application fee as directed by Seller. If Purchaser notifies Seller as above provided, and
37 neither Purchaser nor 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
38 not be liable for any sales commission.

39 If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9 or HUD Rider is hereby attached, as applicable.
40 (d) Purchase Money Note and Trust Deed or Articles of Agreement for Deed (see Rider 10).

41 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 (or
42 other appropriate deed if title is in trust or in an estate), of Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if
43 any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not
44 yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 20 and subsequent years; the mortgage or trust deed set
45 forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at % of the most recent ascertainable tax bill at closing.

46 5. Seller shall present to Purchaser a complete copy of all existing leases affecting the property and a rent roll within three (3) days of the date of this contract.
47 6. Closing or escrow payout shall be on September 30, 2003 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted
48 by Purchaser, at the office of Purchaser's mortgagee or at CHICAGO TITLE
49 7. Seller agrees to surrender possession of said premises on or before CLOSE

50 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$1,000 per day for use and occupancy commencing the first day after closing up to and
51 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the
52 date possession is surrendered.

53 (b) Possession Escrow. 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
54 or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller
55 shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to
56 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and
57 acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession
58 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
59 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
60 agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of an Interpleader. The parties
61 indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

62 8. Purchaser has received the Heat Disclosure Yes/No, Lead Paint Disclosure Yes/No, and Zoning Certification Yes/No.
63 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

64 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such consent to,
65 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a
66 Dual Agent in regard to the transaction referred to in this document.

67 Seller(s) initials Buyer(s) initials
68

69 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
70 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

71 12. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's compensation and
72 dates, mutually acceptable to the parties. If within 5 BUS days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto
73 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
74 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
75 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND
76 EFFECT.

77 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
78 property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 BUS days from the date of acceptance of this Contract. Purchaser shall indemnify
79 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
80 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,
81 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
82 written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED
83 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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

86 PURCHASER or Nominee
87 Print Name MIROSCAW (Social Security #) ADDRESS CHICAGO IL 60622
88 (City) (State) (Zip Code) (E-Mail)

PURCHASER ADDRESS
89 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

90 ACCEPTANCE OF CONTRACT BY SELLER
91 This 17 day of July, 2003 I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this
92 contract.

93 SELLER X Mircea L. Leticia
94 Print Name MIROSCAW (Social Security #) ADDRESS 849 N. PAULINA ST.
95 (City) (State) (Zip Code) (E-Mail)

96 SELLER
97 Print Name (Social Security #) ADDRESS CHICAGO, IL 60622
98 (City) (State) (Zip Code) (E-Mail)

99 FOR INFORMATIONAL PURPOSES:
100 Listing Office Address
101 Seller's Designated Agent Name Phone E-Mail
102 Cooperating Office Address
103 Buyer's Designated Agent Name Phone E-Mail

104 Mortgage
105 Seller's Attorney
106 Purchaser's Attorney DAN LAVER 773-862-7200



PROVISIONS

UNOFFICIAL COPY

1. Rent, interest on existing mortgage, if any, and all taxes as applicable, and other liens shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

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 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 previously listed within this Agreement 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. Every 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-e-mail, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

5. In the event of default by Purchaser, 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 earnest money and request the Seller's and Purchaser's written consent to the Escrowee'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) day 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 Clerk 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 earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee 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 warrants 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 closing, 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 date of this Contract.

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

8. Seller warrants that no notice from any city, village, 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, Seller shall promptly notify Purchaser of such notice.

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 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.

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, this sale shall be closed through an escrow with a title insurance company, in accordance 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 provisions 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 notwithstanding, 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 regard 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 dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth 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 notice, when same is available.

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

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 comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

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 party in said ordinance.

18. Seller shall remove from premises by date of possession all debris and Seller's personal property not purchased by Bill of Sale to Purchaser. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.

19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

20. Time is of the essence of this contract.

21. 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 same.