

UNOFFICIAL COPYract

Indiana Industrial Inve	on the ferms set forth herein, the following described rea
Cook	County, Illinois:
LEGAL AS PER SURVEY PURCHASE THE PROP	PERTY KNOWN AS 6140 RIVER ROAD
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REAR ACRE AND 1/2 HO	perty presently judated theman:
Outside on the government	
OWNER OF RECORD AND	ASTRON GEAR ve, if any, at the place and terms set forth herein, and to convey or cause to be only
ejectionly to: (a) consumits, conditions and restitionns of all rights and agreements, if any; (d) existing leases and ten it yet completed; (f) installments not due at the date here.	deed, with release of homestead rights, if any, and a proper bill f record; (b) private, public and utility easements and roads and highways, if any; (c) nancies (as listed in Schedule A attached); (c) special (axes or assessments for improvements for any special tax or assessment for improvements herefolder completed; (g) more year 2002, and subsequent year judgital taxes which for completed; (g) more year.
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and the market	est- bearing account for the benefit of the purchaser.
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	Eugene "Gene" Moore Fee: \$58. Cook County Recorder of Deeds
	Date: 08/25/2003 03:15 PM Pg: 1
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). Seller shall deliver or cause to be delivered to Purchaser or Purchaser's ay at, not less than 🔔 one is required to be delivered under the terms of this contract) and a little commitment for an owner's intermisuance policy resided b First American Insurance Company in the amount of the purchase price, covering title to the call estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to hens or encombrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Selfer may so remove at that time by using the funds to be paid upon the delivery of the Jees (all of which are herein referred to as the permitted exceptions). The title communent shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Selfer also shall furnish Purchaser an affidavit of title in customary toral covering the date of closing and showing title in Selfer subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exception- or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment of plat of survey (if one is required to be delivered inder the terms of this commet) discloses either unpermitted exceptions or survey matters that render the fulle unmarketable therein referred to as "survey defects"). Seller shall have 30 days from the date of delivery theireof to save the exceptions removed from the commitment or to correct such survey selects of to have the title insurer commit to maine against loss or damage dual may be occasioned by such exceptions or survey detects, and, in such evens, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Soller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time. Purchaser may terminate this contract or may elect, upon notice to Selfer within 10 days after the expiration of the 30-day period, to take title as it contract shall become neal act, void without further action of the parties.

then is with the right to delect from the purchase price hens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this

3. Rents, premiums under assistable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest onmortgage indebtedness, if any, we ther similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted or the basis of (a), (b), or (c) below (Strike susparagraphs not applicable):

- (a) 110 ___ % of the most recen ble mable taxes;
- (b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reproration letter attached hereto and incorporated
- cal [Other]

The amount of any general taxes which may accrue by (caso) of new or additional improvements shall be adjusted as follows:

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by Si te aw on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form you'red pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet care 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 the party upon whom such ordinance places responsibility therefor. It such ordinance does not so place responsibility, the tax shall be paid by the (Purchas r) (Seller). (Strike one.)

- The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Piinois shall be applicable to this contract.
- It this contract is terminated without Purchaser's fault, the carnest money shall be a juried to the Purchaser, but if the termination is caused by the Pinchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the carrest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission, the balance, a any, to be retained by the Seller as Jiquidated damages.
- At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of clusing, this sale shall be closed through an escrow with First American Title Company, in accordance with the general provisions of the u.a. Corm of Deed and Money Escrow Agreement then in use by First American Title Company, with such special provisions inserted in the escrib agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything berein to the contrary notwinstanding, payment of purposes parce and delivery of deed shall be made drough the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)
- Time as of the essence of this contract
- 8. All notices bettern required shall be in writing and shall be served on the parties at the addresses following their sign aircs. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service

Selfer represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, and is incretore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Alternative 2

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Starke two of the three alternatives I

- (O.4.X) Parchaser and Seller agree that the disclosure requirements of the Illinor. Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)
 - (B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Ulinois Responsible Property Transfer Act.
 - (C) Proclaser agrees to northy Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be turnished within 40 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or fenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency

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BUSINESS LICENSE AND ZONING — This contract shall also be contingent upon the Buyers obtaining all licenses necessary from the local governmental authorities to conduct their business on the property, and the contract shall be further contingent on the property being zoned and the anticipated uses of the Buyers being acceptable for the Buyers business purposes. In the event the Buyer is unable to obtain the necessary business licenses, or in the event the property is not zoned for the uses intended by the Buyers then this contract shall be voidable by the Buyers.

SUBDIVISION AND SITE PLAN — Contract is contingent upon the Seller at Seller's sole expense subdividing the property and obtaining a site plan approved by the appropriate governmental agencies and the Buyers. In the event the property cannot be subdivided or in the event that a site plan acceptable to the Buyer cannot be obtained within thirty days (then this contract shall be voidable by the Buyers.)

EASEMENTS – Seller shall provide the Buyer with an easement providing ingress and egress to the property. Said easement shall run with the land on all parcels associated with the land. Said easements shall be recorded.

In any case in which the Buyer elects to void the contact, the earnest money shall be returned to the Buyer within three business days of Notice by the Buyer of the voiding of the contract.

Buyer shall provide the Seller with an easement of the Blacktop Drive that currently runs along the west side of the building.

MM

411. 5/19/63

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CORPORATION - Seller does not have any constructive or actual knowledge of any assessments that have been executed on the subject property by any governmental entity.

Seller must provide at closing a Certificate of Good Standing from the Secretary of State and a Resolution by the Board of Directors authorizing said sale.

FILL ON PROPERTY - The fill currently on the property shall be moved at the sole expense of the Buyer.

In the event of any legal action having to be taken to enforce the terms of this agreement, the prevailing party shall be entitled to costs and the payment of reasonable attorney fees from the other party.

DATED: 5/19/63	
ACCEPTED:	C/0/4/
BUYER	SELLER
Michael Mariano	

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Legal Description:

Lot 2 in Industrial Steel Subdivision, being a Resubdivision of Lot 3 in Tract 10-Unit 1, being a Subdivision of part of the Southeast Quarter of Section 15 and part of the Northeast Quarter of Section 22, all in Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded January 30, 1992 as Document No. 92062668, in Cook County, Illinois.

PIN: 18-13-400-027 32 Ox Cook

Mail to:

William S. Wilson Wilson & Wilson Law Offices 1415 West 55th Street Suite 203 LaGrange, Illinois 60525

Prepared by:

William S. Wilson Wilson & Wilson Law Offices 1415 West 55th Street Suite 203 2. Grange, Illinois 60525 708-482-7090