

# UNOFFICIAL COPY

## MEMORANDUM FOR RECORDING



Doc#: 0326731031  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 09/24/2003 09:09 AM Pg: 1 of 3

Real Estate Contract dated  
February 25, 2003  
Sellers: Frank Faruggia and Julia  
Faruggia  
Purchasers: John Scali, Michael Scali,  
and Rickie Scali  
Property Address: 3965 W. Grand Ave.  
Chicago, Cook County, Illinois  
P.I.N. Nos. 16-02-123-001;  
16-02-123-002 and 16-02-123-003

### Legal Description:

LOTS ONE, TWO, THREE, FOUR AND FIVE IN BLOCK TWO IN THOMAS J. DIVEN'S  
SUBDIVISION OF BLOCKS SEVEN TO ELEVEN IN FREERS SUBDIVISION IN THE WEST HALF  
OF THE NORTHWEST QUARTER OF SECTION TWO, TOWNSHIP THIRTY-NINE NORTH,  
RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

CONTAINING 15654 SQUARE FEET OR 0.3594 ACRES, MORE OR LESS

This instrument prepared by:  
EARL WEISS  
LEVIN & ROSEN, LTD.  
4051 Old Orchard Rd.  
Skokie, IL 60076

MAR-12-2003 08:35

TOMESON REALTY GROUP

312 751 2808

P.02/11

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TO: OWNERS OF RECORD SELLER DATE: FEBRUARY 25, 2003

1/ We offer to purchase the property known as SOUTHEAST CORNER OF W GRAND AVE AND N PULASKI RD (City) (State) (Zip)

2/ Lot approximately 165' x 125' x 94' x 143' (Area) (Acres) (Square Feet) (Square Feet)

3/ **FEATURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:

4/ <input type="checkbox"/> TV, Antenna	5/ <input type="checkbox"/> Washer	6/ <input type="checkbox"/> Central air conditioner	7/ <input type="checkbox"/> Electronic garage door(s)
8/ <input type="checkbox"/> Refrigerator	9/ <input type="checkbox"/> Dryer	10/ <input type="checkbox"/> Window air conditioner(s)	11/ <input type="checkbox"/> with remote unit(s)
12/ <input type="checkbox"/> Oven/Range	13/ <input type="checkbox"/> Sump pump	14/ <input type="checkbox"/> Electronic air filter	15/ <input type="checkbox"/> Fireplace screen and equipment
16/ <input type="checkbox"/> Microwave	17/ <input type="checkbox"/> Water softener (if not rental)	18/ <input type="checkbox"/> Central humidifier	19/ <input type="checkbox"/> Fireplace gas log
20/ <input type="checkbox"/> Dishwasher	21/ <input type="checkbox"/> Wall to wall carpeting, if any	22/ <input type="checkbox"/> Ceiling fan	23/ <input type="checkbox"/> Radiator covers
24/ <input type="checkbox"/> Garbage disposal	25/ <input type="checkbox"/> Outdoor Shed	26/ <input type="checkbox"/> Bricking storms & screens	27/ <input type="checkbox"/> All planted vegetation
28/ <input type="checkbox"/> Trash compactor	29/ <input type="checkbox"/> Smoke and carbon monoxide detectors		
30/ <input type="checkbox"/> Window shades, attached shutters, draperies & curtains, hardware & other window treatments			
31/ <input type="checkbox"/> Security system (if not leased)			

32/ Other items included:

33/ Items excluded:

34/ 1. Purchase Price \$710,000.00 in the form of A PERSONAL CHECK shall be held by 4R REALTY (Escrowee) to be

35/ 2. Initial earnest money \$10,000.00 in the form of CASH shall be returned and this contract shall be void if not a

36/ 3. increased to 100% purchase price within 15 days after closing hereof. Said initial earnest money shall be deposited by

37/ 4. accepted by Seller on or before 03/05/03. If the earnest money is in the form of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by

38/ 5. 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

39/ 6. 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

40/ 7. of this contract shall be held by Listing Broker.

41/ 8. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):

42/ 9. (a) Cash, Cashier's check or Certified Check or any combination thereof.

43/ 10. (b) Assumption of Existing Mortgage (See Rider 7, if applicable).

44/ 11. (c) 3.75% Contingency. This contract is contingent upon Purchaser securing by 15 DAYS AFTER CLOSING a written commitment for a fixed rate or an

45/ 12. adjustable rate mortgage permitted to be made by US or Illinois savings and loan associations or banks, for 30 years, payable monthly, loan fee not to exceed

46/ 13. rate (if an adjustable rate mortgage) not to exceed 1.75% per annum, amortized over 30 years. Purchaser

47/ 14. 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

48/ 15. date. If Seller is not notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller

49/ 16. is notified, Seller may, within an equal number of additional days, secure a mortgage commitment upon the same terms, and shall have the option of extending

50/ 17. 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

51/ 18. documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and

52/ 19. 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

53/ 20. not be liable for any sales commission.

54/ 21. If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or HUD Rider is hereby attached, as applicable.

55/ 22. (d) Purchase Money Note and Trust Deed or Articles of Agreement for Deed (see Rider 10).

56/ 23. 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

57/ 24. other appropriate deed if title is in trust, as an estate), or Articles of Agreement, for such a deed if that portion of subparagraph 2(d) is applicable, subject only to the following: if

58/ 25. any covenants, conditions, and restrictions of record, public and utility easements, existing leases and tenancies, special governmental taxes or assessments for improvements not

59/ 26. yet completed, unconfirmed special governmental taxes or assessments, general real estate taxes for the year 2002 and subsequent years; the mortgage or trust deed and

60/ 27. both in paragraph 8 and/or Rider 7. General real estate taxes shall be presented at 1.25% of the most recent ascertainable tax bill at closing.

61/ 28. 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.

62/ 29. Closing or escrow payment shall be on 15 DAYS AFTER CLOSING (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted

63/ 30. by Purchaser, at the office of Purchaser's mortgagee or at 4R REALTY, provided this sale has been closed.

64/ 31. Seller agrees to surrender possession of said premises to Purchaser 15 days after closing, per day for use and occupancy commencing the first day after closing up to and

65/ 32. 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

66/ 33. date possession is surrendered.

67/ 34. (b) Possession Escrow. At closing, Seller shall deposit with Escrowee a sum equal to 2% of the purchase price to guarantee possession on

68/ 35. 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

69/ 36. 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 Seller and

70/ 37. Purchaser plus any unpaid use and occupancy to the date possession is surrendered. (Amount) to be paid out of escrow and the balance, if any, to be turned over to Seller and

71/ 38. acceptance of payments by Purchaser shall not limit Purchaser's other remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession

72/ 39. 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

73/ 40. 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

74/ 41. agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, costs and expenses.

75/ 42. Purchaser has received the Heat Disclosure NO Lead Paint Disclosure NO and Sewer Certificate NO.

76/ 43. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

77/ 44. DUAL AGENT'S COMPENSATION OR CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such consent to, Licensee acting as a

78/ 45. Dual Agent in regard to the transaction referred to in this document.

79/ 46. Seller's initials \_\_\_\_\_ Buyer's initials \_\_\_\_\_

80/ 47. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their client and/or any offer of compensation made by the Listing

81/ 48. Broker in a multiple listing service in which their respective attorneys may make modifications to the Contract other than sales price, broker's compensation and

82/ 49. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract, it becomes void if a agreement cannot be reached by the parties hereto

83/ 50. data, mutually acceptable to the parties. If within 7 days after acceptance of the Contract, it becomes void if a agreement cannot be reached by the parties hereto

84/ 51. 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

85/ 52. 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

86/ 53. THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND

87/ 54. EFFECT.

88/ 55. 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

89/ 56. property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 30 days from the date of acceptance of this Contract. Purchaser shall indemnify

90/ 57. Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent pending such inspection. In the event the

91/ 58. 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 in approval, and the Seller

92/ 59. 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

93/ 60. written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED

94/ 61. WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

95/ 62. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A

96/ 63. PART HEREOF

97/ PURCHASER John S. Scali ADDRESS 1630 W. GRAND AVE. N. PULASKI RD. (City) (State) (Zip Code) (E-Mail)

98/ Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

99/ PURCHASER John S. Scali ADDRESS 1630 W. GRAND AVE. N. PULASKI RD. (City) (State) (Zip Code) (E-Mail)

100/ Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

101/ ACCEPTANCE OF CONTRACT BY SELLER

102/ This 25 day of FEBRUARY 2003 We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this

103/ contract.

104/ SELLER Frank J. Fravoglia ADDRESS 320 S. W. 1481 (City) (State) (Zip Code) (E-Mail)

105/ Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

106/ SELLER Frank J. Fravoglia ADDRESS 320 S. W. 1481 (City) (State) (Zip Code) (E-Mail)

107/ Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

108/ FOR INFORMATIONAL PURPOSES

109/ Listing Office 4R REALTY Address \_\_\_\_\_ Phone 312-751-2808 E-Mail \_\_\_\_\_

110/ Seller's Designated Agent Name John S. Scali Address 1630 W. GRAND AVE. N. PULASKI RD. Phone 312-751-2808 E-Mail JOHN.S.SCALI@4RREALTY.COM

111/ Cooperating Office 4R REALTY Address \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

112/ Buyer's Designated Agent Name John S. Scali Address \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

113/ Mortgage \_\_\_\_\_

114/ Seller's Attorney \_\_\_\_\_

115/ Purchaser's Attorney Levin, Rosen & Farrell LLP 847-679-5580

116/ Revised 02/08

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FROM-312 751 2808

TO-Levin and Rosen Ltd, PAGE 02

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### PROVISIONS

1. Rent, interest on existing mortgage, if any, water, all taxes as applicable, and other items shall be prorated to date of closing. Property taxes to be paid to Purchaser at closing. 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, 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 be reimbursed from the earnest money for all costs, including 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 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 as indicated 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 and surveyed 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 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 most 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 conveyed 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 \$200.00.
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. Whichever 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.

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23. SELLER SHALL PROVIDE PURCHASER PHASE I AND PHASE II ENVIRONMENTAL AUDIT WITHIN THREE DAYS OF ACCEPTANCE

24. SUBJECT TO ZONING VERIFICATION + SP

25. SUBJECT TO VERIFICATION OF 20-YEAR FAST-FOOD NON-COMPLETED STATUS.

26. SUBJECT TO PURCHASER OBTAINING GAS STATION BUILDING PERMIT AND CLOSE 1 WEEK THEREAFTER

Car wash

Construction