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1 TO: OWNER OF RECORD SELLER DATE: MARCH 20, 2003

2 I/We offer to purchase the property known as 2014 W. LAWRENCE CHICAGO IL  
3 (Address) (City) (State) (Zip)

4 Lot approximately 35x50 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  
6 (check or appropriate applicable items)  
7  V. Appliances  
8  Refrigerator  
9  Oven/Range  
10  Microwave  
11  Dishwasher  
12  Garbage Disposal  
13  Trash compactor  
14  Window shades, attached shutters, draperies & curtains, hardware & other window treatments  
15  Security system (if not leased)  
16 Other items included:  
17 Items excluded:  
18 1. Purchase Price \$ 150,000.00

- Washer
- Dryer
- Sump pump
- Water softener (if not rental)
- Wall to wall carpeting, if any
- Outdoor Sheds
- Smoke and carbon monoxide detectors
- Central air conditioner
- Window air conditioner(s)
- Electronic air filter
- Central humidifier
- Ceiling fan
- Heating systems & equipment
- Electronic garage door(s) with remote unit(s)
- Fireplace screen and equipment
- Fireplace gas log
- Radiator covers
- All planted vegetation

19 150,000.00  
20 150,000.00

21 Accepted by Seller before MARCH 25, 2003. 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 shall be retained by the escrowee.

25 2. The balance of the purchase price shall be paid at the closing, plus or minus prorations, in cash or  
26 (a) Cash, Cashier's check or Certified Check or any combination thereof. Cashier's check.  
27 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).

28 3. Mortgage Contingency. This contract is contingent upon Purchaser securing by April 20, 2003 (date) a written commitment for a fixed rate or an  
29 adjustable rate mortgage provided to be made by U.S. or Illinois savings and loan associations or banks, for \$ 120,000 the interest rate (or initial interest  
30 rate if an adjustable rate mortgage) not to exceed 6.50% per annum, amortized over 30 years, payable monthly; loan fee not to exceed  
31 1%, 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.  
34

35 The inclusion of the same number in this contract shall not constitute an acknowledgment of the same by the Seller. If the Seller is not so notified, it shall be conclusively presumed that  
36 the Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing.  
37

38 The Seller shall be liable for any sales commission. DOES NOT SECURE  
39 If an FHA or VA mortgage is to be obtained, See Rider 9 or HUD Rider is hereby attached, as applicable.  
40 (d) Purchase Money Note and Deed in Lieu of Agreement for Deed (see Rider 10).

41 At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Special Warranty Deed subject only to the following, if  
42 any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not  
43 yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2002-03 and subsequent years; the mortgage or trust deed set  
44 forth in paragraph 3 and acts of Purchaser

45 Closing or escrow payout shall be on May 7, 2003 (except as provided in paragraph 8(c) above), provided title has been shown to be good or is accepted  
46 by Purchaser, at the office of Purchaser's mortgagee or at CHICAGO TITLE INSURANCE COMPANY  
47 Seller agrees to surrender possession of said premises on or before at closing, provided this sale has been closed.

48 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ 500 per day for use and occupancy commencing the first day after closing up to and  
49 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  
50 date possession is surrendered.

51 (b) Escrowing 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  
52 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  
53 shall pay to Purchaser in addition to the above and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to  
54 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount to be paid out of escrow and the balance, if any, to be turned over to Seller and  
55 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  
56 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  
57 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  
58 agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree  
59 in indemnity and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.  
60

61 8. Purchaser has received the Heat Disclosure Yes / No, Lead Paint Disclosure Yes / No, and Zoning Certification Yes / No.

62 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

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

66 Seller's initials \_\_\_\_\_ Buyer's initials \_\_\_\_\_  
67 The Real Estate Broker named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by any party  
68 in this multiple listing service in which the Listing and Cooperating Broker both participate.

69 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  
70 dates, mutually acceptable to the parties. If within 3 days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto  
71 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  
72 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  
73 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND  
74 EFFECT.

75 13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) approval of the condition of the  
76 property by the Purchaser or Purchaser's agent, at Purchaser's expense, within \_\_\_\_\_ days from the date of acceptance of this Contract. Purchaser shall indemnify  
77 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  
78 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,  
79 Seller's obligation to sell and the Buyer's obligation to purchase under this Contract shall become null and void and all monies paid by the parties shall be returned upon  
80 written agreement between the parties. THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

81 14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE \_\_\_\_\_ HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A  
82 PART HEREOF

83 PURCHASER James Gours ADDRESS 1031 HEATHERFIELD LN  
84 JAMES GOURS (Social Security #) 336-38-6628 (City) EGG HARBOR (State) IL (Zip Code) 60025 (P-Mail)

85 Print Name Carissa Gours ADDRESS \_\_\_\_\_  
86 (Social Security #) (City) (State) (Zip Code) (P-Mail)

87 ACCEPTANCE OF CONTRACT BY SELLER  
88 This 27 day of March, 2003, I/We accept this contract and agree to perform and  
89 contract.

90 Seller Bill Hoffner ADDRESS \_\_\_\_\_  
91 Print Name (Social Security #) (City) (State) (Zip Code) (P-Mail)

92 Print Name 384-56-5436 ADDRESS \_\_\_\_\_  
93 (Social Security #) (City) (State) (Zip Code) (P-Mail)

94 FOR INFORMATIONAL PURPOSES:  
95 Listing Office \_\_\_\_\_ Address \_\_\_\_\_  
96 Seller's Designated Agent Name \_\_\_\_\_ Phone \_\_\_\_\_  
97 Cooperating Office \_\_\_\_\_ Address \_\_\_\_\_  
98 Buyer's Designated Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

99 Mortgage \_\_\_\_\_  
100 Seller's Attorney \_\_\_\_\_  
101 Purchaser's Attorney \_\_\_\_\_



Doc#: 0326732091  
Eugene "Gene" Moore Fee: \$58.50  
Cook County Recorder of Deeds  
Date: 09/24/2003 11:14 AM Pg: 1 of 5

PROVISIONS

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- 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-o-gram, 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. The earnest money of this Contract, 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, 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 attorney's fees, that may be asserted against Escrowee in connection with this contract.
- 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 water service lines 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 items 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 when Purchaser and Seller agree to comply with all local building department requirements as provided by the Federal Trade Commission, and Rule 12 is hereby attached.
- 8. Seller warrants that no notice from any village, or other governmental authority of a dwelling code violation which presently exists in the above said premises has been issued and received by Seller or his agent. If 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. Seller shall execute and deliver to Purchaser a deed to the subject property 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 to the escrow agent, and this contract and the earnest money shall be deposited in the escrow.
- 11. 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.
- 12. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
- 13. Seller agrees 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.
- 14. 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.
- 15. Seller shall remain in possession of the premises by date of possession all debts and Seller's personal property not conveyed by Bill of Sale to Purchaser. However, by the payment that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the local cost related to this violation that is below \$250.00.
- 16. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract.
- 17. Time is of the essence of this contract.
- 18. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
- 19. 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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RIDER ATTACHED HERETO AND MADE A PART OF  
REAL ESTATE SALE CONTRACT DATED MARCH 20, 2003  
BY AND BETWEEN

BETHANY HOME AND HOSPITAL OF THE METHODIST CHURCH, NOW KNOWN  
AS BETHANY METHODIST CORPORATION, AS SELLER, AND  
JAMES ZOURAS AND BARBARA ZOURAS, AS PURCHASER,

R-1 The Property is legally described as follows:

THOSE PARTS OF LOTS 24 AND 25 DESCRIBED AS FOLLOWS: COMMENCING AT SOUTH EAST CORNER OF SAID LOT 24 AND RUNNING THENCE WEST ALONG SOUTH LINE OF SAID LOT 24 FOR A DISTANCE OF 34.26 FEET TO EAST FACE OF A 1 STORY FRAME BUILDING THENCE NORTH ALONG THE SAID EAST FACE OF FRAME BUILDING AND SAID LINE EXTENDED NORTH TO NORTH LINE OF SAID LOT 25, THENCE EAST ON SAID NORTH LINE A DISTANCE OF 32.08 FEET TO THE EAST LINE OF SAID LOT 25, THENCE SOUTH ALONG EAST LINE OF SAID LOTS 24 AND 25, A DISTANCE OF 50.19 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 2 IN CULVER PARK BEING E.L. GAMMONS SUBDIVISION OF LOTS 1 AND 2 OF MABACK AND OTHERS SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

R-2 Upon execution of this Contract by the last of the Seller or the Purchaser, Purchaser shall deposit the "Earnest Money", in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) with Schain, Burney, Ross and Citron, Ltd., as Escrowee, for the benefit of the parties hereto. Purchaser hereby waives the option to deposit the Earnest Money into an interest bearing account.

R-3 The Property is assessed as exempt for real estate taxes. As of the date of this Contract, the Seller represents that no real estate taxes were assessed for the Property for the year 2001 and that the Seller has maintained the real estate tax exemption for the years 2002 and 2003.

R-4 The Purchaser warrants to the Seller and the Seller warrants to the Purchaser that no real estate agent, finder, sales person, or broker has been involved in the sale and purchase of the Property hereunder. Neither party shall have liability for or duty to pay any commission, fee or charge to any person(s) as aforescribed. In the event of a breach of the foregoing warranty, the breaching party shall save, defend, indemnify and hold forever harmless the other party from and against all damages including specifically those based upon claims for commissions, fees or charges, including attorney's and paralegal's fees and legal costs.

R-5 The real estate and all personal property is being sold "As-Is" and "Where-Is" with all faults and defects. Purchaser acknowledges that the building on the Property ("Building") may not be suitable for continued use and represents that he is purchasing the real estate with the intent of demolishing the Building on the real estate.

R-6 The Closing shall take place at Chicago Title Insurance Company and shall close through a customary Deed and Money Escrow. The cost for the Escrow shall be equally shared between the Purchaser and Seller. Purchaser shall pay the cost of any money lender's escrow.

R-7 Purchaser, shall at its own cost, obtain a survey of the Property prior to Closing.

R-8 In the event of a default by Purchaser, the Earnest Money shall be paid to the Seller. In the event of default by Seller, the Earnest Money plus all actual costs paid by Purchaser specifically relating to the acquisition of the Property, including, but not limited to loan application fees, appraisal fees and survey fees, shall be paid to the Purchaser.

R-9 Purchaser shall obtain all compliance certificates, including, but not limited, to the full payment water certificate, from the City of Chicago that are necessary to allow the City of Chicago Transfer Tax Stamp to be affixed to the Deed and for the Deed to be recorded with the Cook County Recorder.

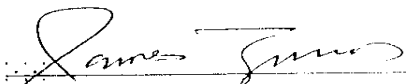
~~R-10 At Closing, Purchaser shall pay to Seller the additional sum of Two Thousand and 00/100 Dollars (\$2,000.00) to offset the costs incurred by Seller in selling and transferring the Property to Purchaser. Such additional sum shall not be considered part of the Purchase Price.~~

*J.R.*  
3-27-03


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The parties have executed this Rider on the date set forth opposite their respective signatures.

**PURCHASER:**

  
James Zouras

Date: April 27, 2003

  
Barbara Zouras

Date: March 27, 2003

**SELLER:**

BETHANY METHODIST CORPORATION

By: 

Name: Bill Hoffman

Title: Asst. Administrator Support Services

Property of Cook County Clerk's Office

# UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008101762 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THOSE PARTS OF LOTS 24 AND 25 DESCRIBED AS FOLLOWS: COMMENCING AT SOUTH EAST CORNER OF SAID LOT 24 AND RUNNING THENCE WEST ALONG SOUTH LINE OF SAID LOT 24 FOR A DISTANCE OF 34.26 FEET TO EAST FACE OF A 1 STORY FRAME BUILDING THENCE NORTH ALONG THE SAID EAST FACE OF FRAME BUILDING AND SAID LINE EXTENDED NORTH TO NORTH LINE OF SAID LOT 25, THENCE EAST ON SAID NORTH LINE A DISTANCE OF 32.08 FEET TO THE EAST LINE OF SAID LOT 25, THENCE SOUTH ALONG EAST LINE OF SAID LOTS 24 AND 25, A DISTANCE OF 50.19 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 2 IN CULVER PARK BEING S.W. GAMMONS SUBDIVISION OF LOTS 1 AND 2 OF MAREBACK AND OTHERS SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P. I. # 14-07-325-042-0000

2014 W. LAWRENCE AVENUE  
CHICAGO, IL 60625



JAMES ZOURAS

1031 HEATHERFIELD LN

GLENVIEW, IL 60025