

# UNOFFICIAL COPY



RECORDING OF  
REAL ESTATE  
CONTRACT FOR  
3718 W. Agatite  
CHICAGO IL 60625

Doc#: 0328745126  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 10/14/2003 11:10 AM Pg: 1 of 2

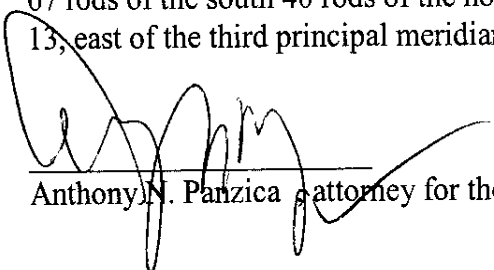
I Anthony N. Panzica am the attorney for buyers Javier Gutierrez & Felicitas Gutierrez for the property located at 3718 W. Agatite Chi Il 60625. The loan was on going and the extensions were requested, and closing was set. Lender delayed the closing for 9-26-2003 date. Sellers refuse to release earnest money. Seller seeks earnest money. Buyer wishes to have the funds returned to buyer

Sellers are Margarito Lopez & Maria Lopez  
Buyers is Javier Gutierrez & Felicitas Gutierrez


The property is 3718 W. Agatite, Chi Il 60625  
The p.i.n. is 13-14-125-030-0000  
The legal is

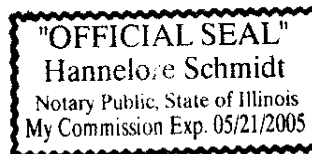
The east 16 feet of Lot 9, and the west 17 feet of lot 10 , in Block 1 in Subdivision of lot "B" in Bickel and Other's Subdivision of the west ½ rods of the east 67 rods of the south 40 rods of the north west ¼ of section 14, township 40 north , range 13, east of the third principal meridian, in Cook County Illinois

2

  
Anthony N. Panzica attorney for the buyers Javier Gutierrez & Felicitas Gutierrez

Subscribed and sworn to before me this 15th day of October 2003

  
Notary Public



This instrument was prepared by

Anthony N. Panzica  
3347 W. Irving Park Road  
Chicago Il 60618

Mail to A. Panzica  
3347 W. Irving Pk  
Chicago Il 60618

# UNOFFICIAL COPY

JUL 21 2003 1:17 PM

CHICAGO ASSOCIATION OF REALTORS

## REAL ESTATE SALE CONTRACT-RESIDENTIAL

(for single family homes and fee simple townhomes)



TO: Margarita & Maria Lopez SELFER DATE: 7/21/03

We offer to purchase the property known as 3718 West Agostine Chicago IL 60625

- Lot approximately 33 X 125 feet, together with improvements thereon.
- with the following: (check or enumerate applicable items)
  - T.V. Antenna
  - Washer
  - Refrigerator
  - Dryer
  - Oven/Range
  - Sump pump
  - Microwave
  - Water softener (if not rental)
  - Dishwasher
  - Wall to wall carpeting, if any
  - Garbage disposal
  - Built-in or attached shelving
  - Wash compactor
  - Smoke and carbon monoxide detector
  - Window shades, attached shutters, draperies & curtains, hardware & other window treatments
  - Security system (if not leased)
  - Central air conditioner
  - Window air conditioner
  - Electronic air filter
  - Central humidifier
  - Ceiling fan
  - Outdoor Shed
  - All planted vegetation
  - Electronic garage door(s) with remote unit(s)
  - Purephase screen and equipment
  - Purephase gas log
  - Purwood
  - Existing alarm & screens
  - Attached book cases and cabinets
  - Radiator covers

Other items included: PROPERTY BEING SOLD "AS IS"

1. Purchase Price \$ 295,000 in the form of CHECK

2. Said initial earnest money shall be held by Seller's Attorney

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

(a) Cash, Cashier's Check or Certified Check or any combination thereof.

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

(c) Mortgage Contingency. This contract is contingent upon Purchaser securing by August 1, 2003 (date) a written

over 30 years, payable monthly, loan fee not to exceed 30 % per annual mortgage

lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it

37. Seller may, within 30 days of additional days, secure a mortgage commitment for Purchaser upon the same terms and shall have the option of

40. Purchaser notifies Seller's attorney, and neither Purchaser nor Seller secures such commitment as above provided; this Contract shall be null and void

(d) Purchase Money Note and Trust Deed or Article of Agreement for Deed. See Rider 10.

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

46. applicable, subject only to the following, if any, conditions, and restrictions of record, and restrictions of record, public and utility easements, parking leases and tenancies;

48. Seller represents that the 2002 general real estate taxes at 7.06% shall be prorated at 70% of

51. (The following is for Fee Simple Townhomes, strike if not applicable, for 70% of the date of assumption of the debt, the original amount of the debt, and the remaining

54. to be assumed by the Purchaser as of the closing date. Seller shall furnish Purchaser a signed General Release (or representative certifying that Seller is current in

57. within 30 days of acceptance hereof. Seller agrees to pay any applicable transfer and transfer fees as required by the Association and

60. 5. Closing or escrow payout shall be on or before 8/20/03 (except as provided in paragraph 3(c) above), provided title has been shown

62. 6. Seller agrees to surrender possession of said Premises on or before at closing provided this sale has been closed. If possession is

64. after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter and the provisions of paragraph 23

66. 7. Premises is to be subject to the Residential Real Property Disclosure Act. Purchaser has not received the Residential Real

68. 8. DUAL AGENCY CONSENT OF CONSENT. The undersigned certifies that they have previously contacted the listing broker and

70. consent to license acting as a Dual Agent in regard to the transaction entered into in this document.

Seller(s) initials: \_\_\_\_\_ Purchaser(s) initials: \_\_\_\_\_

9. The Real Estate Brokers named below shall, as contemplated in accordance with their agreements with their clients and/or any offer of compensation made

10. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, or other

11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the

12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE HEREOF AND THE FOLLOWING RIDERS ATTACHED

PURCHASER: Javier Gutierrez ADDRESS: 3323 W. Thorndale Chicago IL 60659

PURCHASER: Felicitas Gutierrez ADDRESS: 3323 W. Thorndale Chicago IL 60659

ACCEPTANCE OF CONTRACT BY SELLER: This 21 day of July 2003, I, we accept this contract and agree to perform and convey title or cause title to be conveyed

SELLER: Margarita Lopez ADDRESS: 3718 W. Agostine Chicago IL 60625

SELLER: Maria Lopez ADDRESS: 3718 W. Agostine Chicago IL 60625

FOR INFORMATIONAL PURPOSES: Listing Office: \_\_\_\_\_ Seller's Designated Agent Name: N/A

Co-operating Office: \_\_\_\_\_ Purchaser's Designated Agent Name: \_\_\_\_\_

Post-it® Fax Note	7671	Date	# of pages
To	<u>Anthony Ruzica</u>	From	<u>CRivera</u>
Co/Dept		Co	
Phone #		Phone #	<u>773/422-4200</u>
Fax #	<u>773/539-4368</u>	Fax #	<u>248-1705</u>