

# UNOFFICIAL COPY



0328745126

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

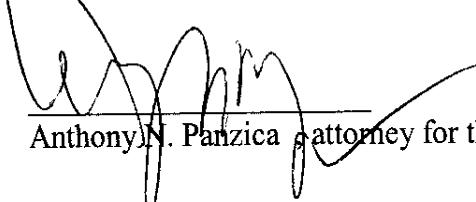
Sellers are Margarito Lopez & Maria Lopez  
Buyers is Javier Gutierrez & Felicitas Gutierrez

The property is 3718 W. Agatite, Chi Il 60625

The p.i.n. is 13-14-125-030-0000

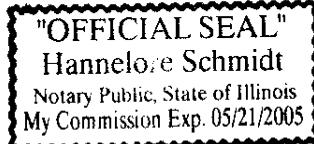
The legal is

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

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

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

Hannelore Schmidt  
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 1:17PM LAW OFFICES OF JAMES R. SHAW - 773-388-0890  
CHICAGO ASSOCIATION OF REALTORS®

P. 1

REAL ESTATE SALE CONTRACT-RESIDENTIAL  
(for single family homes and fee simple townhomes)

TO: Margarito &amp; Maria Lopez SELLER DATE: 7/21/03

1. We offer to purchase the property known as 9118 West Agatite, Chicago IL 60625
2. If a townhome, including parking space number 33 X 25 (check applicable) \_\_\_\_\_ deeded \_\_\_\_\_ assigned \_\_\_\_\_.
3. Lot approximately 33 X 25 feet, together with improvements thereon.
4. FIXTURES AND PERSONAL PROPERTY: Seller agrees to transfer to Purchaser by Bill of Sale, all heating, electrical, and plumbing systems together with the following: (check or enumerate applicable items):
5. T.V. Antenna      Washer      Central air conditioner  
6. Refrigerator      Dryer      Window air conditioner  
7. Oven/Range      Pump pump      Electronic air filter  
8. Microwave      Wall to wall carpeting, if any.      Central humidifier  
9. Dishwasher      Built-in or attached shelving      Ceiling fan  
10. Garbage disposal      Smoke and carbon monoxide detector      Outdoor Shed  
11. Trash compactor      Security system (if not leased)      All planted vegetation  
12. Window shades, attached shutters, draperies & curtain hardware & other window treatments  
13. Security system (if not leased)  
14. Other items included: PROPERTY BEING SOLD "AS IS"  
15. Items excluded:  
16. Purchase Price \$ 295,000  
17. Initial earnest money \$ 5,000 in the form of CHECK (Escrowee) to be increased to 10% of purchase price within 14 days after acceptance hereof.  
18. Said initial earnest money shall be refunded and this contract shall be void if not accepted by Seller on or before SELLER'S ATTORNEY.  
19. If escrowee does not accept the earnest money, it shall be held by SELLER'S ATTORNEY for the benefit of the parties herein in an interest bearing escrow account to compensate the earnest money in the event of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by SELLER'S ATTORNEY into escrow, for the benefit of the parties herein in an interest bearing escrow account to compensate the earnest money in the event of Five Thousand Dollars (\$5,000.00).  
20. With the laws of the State of Illinois with interest payable to Purchaser at 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 of this document shall be kept by Listing Broker.
21. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE):
22. SUBPARAGRAPHS:  
(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 or an adjustable rate mortgage, or an adjustable rate mortgage permitted to be made by a U.S. credit union savings and loan association or bank, for over 30 years, payable monthly, loan fee not to exceed 3%, plus appraisal and credit report fees, if any. If said mortgage lending institution ("Lender") does not obtain such commitment, Purchaser shall notify Seller in writing by the aforementioned 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 is so notified extending the closing date up to 30 days, the number of days, Seller may, within 30 days of additional days, secure a mortgage commitment for Purchaser upon the same terms and shall have the option of information, sign customary & come to a meeting to apply the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and 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.  
(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 homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, for such a deed if the portion of subparagraph 3(d) is applicable, subject only to the following, if any, conditions, restrictions and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvement only if unadjusted, unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2003 and subsequent years; the amount of taxes last referred to in paragraph 3 on the reverse side hereof and/or Rider 7, if applicable. Seller represents that the 2003 annual real estate taxes are \$ 63. General real estate taxes shall be prorated at 100% of the most recent ascertainable tax bill at closing.  
(The following is for Simple Townhomes, strike if not applicable.)  
5. Closing or escrow payoff shall be on or before 8/20/03 (except as provided in paragraph 3(c) above), provided title has been shown to be good if accepted by Purchaser, at the office of Purchaser's mortgagee or 8/16/03.  
6. Seller agrees to surrender possession of said Premises on or before 8/16/03, provided this sale has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ 100.00 per day or less, occupancy commencing the first day 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 on the reverse shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date 8/16/03 it is surrendered.  
7. Premises is/are (check one) subject to the Residential Real Property Disclosure Act. Purchaser has been ✓ (checkmark) received the Residential Real Property Disclosure Report.  
8. DUAL AGENCY CONVENTION OF CONSENT: The undersigned confirm that they have previously consented to RE/MAX Chicago acting as Dual Agent in regard to the transaction set forth in this document.

1. Seller(s) initials Javier Gutierrez Purchaser(s) initials Felicitas Gutierrez  
2. The Real Estate Brokers named below shall be compensated in accordance with their current ads with their clients and/or any offer of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.  
3. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, or any compensation and date, mutually acceptable to the parties. If within 15 days after acceptance of this Contract it becomes evident to either party that the agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and subsequently either of them is given notice to terminate the Contract, the said Contract shall become null and void and all money paid by the Purchaser shall be refunded upon joint written direction of both parties to terminate. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.  
4. 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 property by the Purchaser's Purchaser's agent, prior to the date of acceptance. If the inspection is not satisfactory, Purchaser's agent performing such inspection, in the event the 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, Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall become null and void and no money paid by the Purchaser shall be refunded unless joint written direction of both parties to escrow. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.  
5. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE AND THE FOLLOWING RIDERS ATTACHED

PURCHASER: Javier Gutierrez ADDRESS: 3333 W Throopale  
Phone: 773-539-4368 Social Security #: 1C-31 Zip Code: 60659

PURCHASER: Felicitas Gutierrez ADDRESS: 3333 W Throopale  
Phone: 773-539-4368 Social Security #: 1D-31 Zip Code: 60659

ACCEPTANCE OF CONTRACT BY SELLER: This 21 day of July, 2003, I do accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of it contained.

SELLER: Margarito Lopez ADDRESS: 3718 W Agatite  
Phone: 773-539-4368 Social Security #: 1C-31 Zip Code: 60625

SELLER: Maria Lopez ADDRESS: 3718 W Agatite  
Phone: 773-539-4368 Social Security #: 1C-31 Zip Code: 60625

FOR INFORMATIONAL PURPOSES:

Listing Office N/A Post-it® Fax Note 7671 Date 8/16/03 2 of 2 pages

Seller's Designated Agent Name N/A To Anthony Parra From C.River

Cooperating Office N/A Co/Dept.

Purchaser's Designated Agent Name N/A Phone # 773-472-4200

Phone # 773-539-4368 Fax # 248-1705

Fax # 773-539-4368 Fax # 248-1705