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Cook County Recorder of Deeds
Date: 10/21/2003 02:32 PM Pg: 1 of 3

MEMORANDUM OF CONTRACT

Michael Walsh and Muredach McCloat, of 2154 Vermont Street, Blue Island Il. 60806, hereby spreads of record their rights and interest in and to the following property pursuant to a Real Estate Purchase Agreement entered into between John Ryan of 10201 S. Kenneth, Oak Lawn, Illinois (Seller) and Michael Walsh and Muredach McCloat (Buyer) said agreement having been signed and accepted by seller October 7, 2003, as modified and amended. 3

Property commonly known as 1100 W. Vermont Street, Calumet Park, Illinois
PIN: 25-32-217-036-0000

Legal description: That part of Lot 1 lying North of the Center Line of Blue Island and Riverdale Road and South of the North 50 feet of said lot (except that part of Lot 1 bounded and described as follows: Beginning at a point along the West line of said Lot, 50 feet South of North line thereof, thence South along West line of said Lot a distance of 655 feet; thence East along a line at right angles to the West line of said Lot to a point 20 feet West of and measured at right angles to the East line of said Lot; thence South along a line parallel to the East line of Lot 1 to the Northerly line of Blue Island and Riverdale Road; thence Northeasterly along the Northerly line of said Blue Island and Riverdale Road to the East line of said Lot 1; thence North along the East line of said Lot a distance of 919.70 feet to a point 50 feet South of the North line of said Lot; thence West to a place of beginning) all in Becker's Subdivision of the West ½ of the West ½ of the Northeast ¼ of Section 32, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Michael Walsh and Muredach McCloat

By: 
Therese L. O'Brien, attorney and agent

This instrument prepared by and mail to:
Therese L. O'Brien, Attorney At Law, 16061 S. 94th Ave., Orland Hills, Il. 60477

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made this 7 day of ~~August~~ ^{October} 2003 between Michael Walsh and Muredach McCloat, "PURCHASERS" and JOHN D. RYAN, "SELLER", hereinafter referred to as "PARTIES" for the purchase and sale of property located at 1100 S. VERMONT STREET, CALUMET PARK, COOK COUNTY ILLINOIS, 60827,* hereinafter referred to "REAL ESTATE."

WITNESSETH:

WHEREAS, Seller is the fee owner of the Real Estate located at 1100 S. Vermont Street, Calumet Park, Illinois, Cook County;*

WHEREAS, Seller desires to sell its entire right, title and interest in, and Purchaser desires to purchase the Real Estate, upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey, and Purchaser agrees to purchase fee simple title to the following described real property (the "Real Estate"):

Legal Description: See Attached Exhibit A subject to Seller's consent to the accuracy of Exhibit A.

P.I.N: 25-32-217-036-0000

Common Address: 1100 S. Vermont Street, Calumet Park, Illinois 60827 *

* Subject to Seller's consent to the accuracy of the common address comprising the Real Estate in question.

2. **Purchase Price.** The total purchase price (the "Purchase Price") to be paid by Purchaser to Seller is Two Hundred Thousand Dollars (\$200,000.00). Purchaser shall make this payment as follows:

- a. Five-Thousand Dollars (\$5,000.00) payable by check to Seller's Attorney as escrowee ("Escrowee") representing Purchaser's earnest money deposit ("Deposit"). Escrowee shall hold these funds in escrow for the benefit of both Parties until the consummation of the transaction contemplated by this Agreement at which time this Deposit shall be applied to the Purchase Price.
- b. One Hundred Ninety Five Thousand Dollars (\$195,000.00) at closing, plus or minus prorations, in immediately available funds.

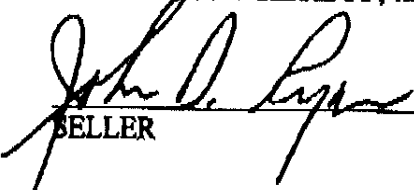
DONE AT CUSTOMER'S REQUEST
Loy Miller

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- warranties or representations between the Purchaser and Seller except as set forth herein;
- c. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Parties hereto;
 - d. If any clause or provision of this Agreement is deemed by a court of law illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby;
 - e. The Parties hereto do hereby agree that the substantive laws of the State of Illinois govern the validity, construction and enforcement of this Agreement;
 - f. In consideration of the substantial expenditures of time, effort and expense to be undertaken and incurred by Purchaser in connection with its due diligence efforts, the Seller agrees that neither the Seller, its affiliates nor any other party acting on its behalf shall, between the date of execution of this Agreement and the date upon which it terminates, negotiate, furnish information to, or enter into or conduct any discussion with any other prospective purchaser of this Real Estate.
 - g. The Section Headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. The words "herein," "hereof," and words of otherwise similar import refer to the Agreement as a whole and not to any particular section, subsection or clause contained in this Agreement. The singular of a term shall include the plural and the plural shall include the singular. The terms "includes" and "including" are not limiting.
 - h. Seller and Purchaser agree to comply with any and all reporting requirements applicable to this transaction which are set forth in any law, statute, ordinance, rule, regulation or the like requiring reporting of Foreign Investments.


21. Effective Date. This Contract shall be deemed dated and become effective on the date that the Purchaser and the Seller have agreed to all terms and conditions evidenced by each Parties signature, which date shall be the date stated on the first page of this Contract.


IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto:



 SELLER

 SELLER



 PURCHASER


 PURCHASER