

UNOFFICIAL COPY



ADDRESS: 2027 & 2029 W. RICE ST.  
CHICAGO, IL 60622

Doc#: 0330918155  
Eugene "Gene" Moore Fee: \$46.50  
Cook County Recorder of Deeds  
Date: 11/05/2003 04:25 PM Pg: 1 of 2

LEGAL DESCRIPTION:

LOTS SIXTY FOUR (64) AND SIXTY FIVE (65) IN  
SUBDIVISION OF THE SOUTH PORTION OF BLOCK  
SIXTEEN (16) IN SUFFERN'S SUBDIVISION OF THE SOUTH  
WEST QUARTER OF SECTION SIX (6), TOWNSHIP THIRTY  
NINE (39) NORTH, RANGE FOURTEEN (14), EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-06-331-013-0000

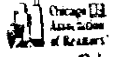
AND

17-06-331-014-0000

Property of Cook County Clerk's Office

CHICAGO ASSOCIATION OF REALTORS/SMLS REAL ESTATE SALE CONTRACT - APARTMENTS/INVESTMENTS

UNOFFICIAL COPY



TO: OWNER OF RECORD SELLER DATE: September 5, 2003

I/We offer to purchase the property known as 2027-2029 W. RICE ST. CHGO, IL 60622 (Address) (City) (State) (Zip)

- Lot approximately 48x123 feet, together with improvements thereon.
Washer, Dryer, Sump pump, Water softener, Wall to wall carpeting, Outdoor Shed, Smoke and carbon monoxide detectors, Central air conditioner, Window air conditioner(s), Electronic air filter, Central humidifier, Ceiling fan, Existing storms & screens, Electronic garage door(s) with remote units(s), Fireplace screen and equipment, Fireplace gas log, Radiator covers, All planted vegetation

Other items included: \$20,000 25,000 JPK \$725,000.00 \$760,000 JPK
1. Purchase Price \$725,000.00
2. Initial earnest money \$20,000 in the form of CHECK shall be held by CHICAGO TITLE (Escrowee) to be increased to 10% of purchase price within 10 days after acceptance hereof.

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 closing.
3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE 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 (date) a written commitment for a fixed rate or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ the interest rate for initial interest rate if an adjustable rate mortgage) not to exceed % per annum, amortized over years, payable monthly, loan fee not to exceed % plus appraisal and credit report fee, if any.

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 that that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2002 and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 110% of the most recent ascertainable tax bill at closing.

7. Seller agrees to surrender possession of said premises on or before CHICAGO TITLE TRUST COMPANY, provided this sale has been closed.
(a) Use and Occupancy: At closing, Seller shall pay to Purchaser per day for use and 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. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.
(b) Possession Escrow: At closing, Seller shall deposit with Escrowee the sum equal to 2% of the purchase price to guarantee possession as above, Seller 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 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 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and 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 escrow without the joint written direction of the Seller and Purchaser or their authorized agent.

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

11. The Real Estate Brokers named below shall be compensated in accordance with their agreements 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.
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 dates, mutually acceptable to the parties. If within 3 days after acceptance of the Contract, it becomes evident that agreement cannot be reached by the parties hereto 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 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 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insect) and approval of the condition of the 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 Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent, in 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 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 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.
PURCHASER: JOHN KRUTAK, 2322 W. RICE ST, CHICAGO IL 60622
PURCHASER: PAUL STEVENS, 3929 N. DRAKE ST., CHGO IL 60618

ACCEPTANCE OF CONTRACT BY SELLER
This 11 day of September, 2003, I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.
SELLER: Maria Hladczuk, 325-28-2845, 2027 W. Rice Chicago 60622
SELLER: Monica Hladczuk

FOR INFORMATIONAL PURPOSES:
Listing Office: JAMESON
Seller's Designated Agent Name: PAMELA HEROLD HOGAN
Cooperating Office: JAMESON
Buyer's Designated Agent Name: PAMELA HEROLD HOGAN
Mortgagee:
Seller's Attorney:
Purchaser's Attorney:

