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Prepared by/return to:

Warren R. Fuller
Fuller and Berres
69 South Barrington Road
South Barrington, Illinois 60010



0331649120

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Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 11/12/2003 09:28 AM Pg: 1 of 10

Property of Cook County Clerk's Office

**REAL ESTATE SALE CONTRACT BETWEEN
RENTAL SYSTEMS, LLC AND
DRAW ENTERPRISES MANUFACTURING, L.P.
DATED MAY 27, 2003**

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REAL ESTATE SALE CONTRACT

ILLINOIS FORM B*

1. **Purchaser.** RENTAL SYSTEMS, LLC (Purchaser), or its assignee, agrees to purchase, at a price of \$2,050,000.00, the Property as described by the Survey required hereunder (PIN 12-20-200-018-0000 and 12-20-200-020-0000, Cook County) on the terms set forth herein, the following described real estate.

The real property ("Property", "real estate", or premises") which is the subject of this Contract is commonly known as 10601 Waveland Avenue, Franklin Park, Cook County, Illinois containing approximately 4.37 acres to be described and depicted in Exhibit "A" attached hereto. The legal description of the Property as so determined and legally described in accordance therewith shall be subject to Purchaser's approval within ten (10) days after receipt of the Survey referred to in Paragraph 5 following, and in the absence of any objection being received from the Purchaser within said period, the legal description of the Property as so determined shall be deemed approved.

2. **Seller.** DRAW ENTERPRISES MANUFACTURING, L.P. (Seller) agrees to sell the real estate and any personal property, fixtures or other fixtures located upon the Property, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to the Purchaser or a nominee designated by Purchaser, title thereto by a recordable Warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record as approved by Purchaser within 10 days after receipt of the title commitment and survey required hereunder, whichever is received latest; (b) easements which do not impede Purchaser's intended use; (c) mortgage or trust deed of the Purchaser; (d) general taxes for the year 2002 and subsequent years including taxes which may accrue by reason of new or additional improvements after the date of closing.

3. **Payment.** Purchaser will pay \$50,000.00 as Earnest Money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing all or any portion of which may be provided by a mortgage loan to Purchaser.

3A. **90-Day Investigation Period.** Purchaser shall have ninety (90) days from the Effective Date of this Contract (the "Investigation Period") to perform such investigation to determine

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that the Property can be lawfully used for the Purchaser's Intended Use. As used herein, the term "Purchaser's Intended Use" shall mean the acquisition of the Property for the purpose of commercial/industrial uses ("Intended Use"). Purchaser shall have the right to enter the Property with its contractors or agents, at their own risk, for the purpose of conducting these studies ("Studies"). If Purchaser has not obtained such satisfactory results it may deem acceptable in its sole discretion it may terminate this Contract on written notice to Seller delivered within five (5) days after the conclusion of the Investigation Period, in which event this Contract shall be deemed null and void and Purchaser shall have no further obligation hereunder and the Earnest Money refunded to the Purchaser. In the event that Purchaser determines that it is necessary to seek other governmental approvals including, but not limited to, such approvals for the Intended Use from the Village of Franklin Park as well as any governmental approvals deemed necessary therefore, ("Approvals"), Seller shall reasonably cooperate with Purchaser's efforts to obtain the same and execute such documents as are reasonably required to obtain such Approvals. All costs and expenses incident to such investigations and Approvals shall be paid by Purchaser and none of such Approvals shall bind the Property prior to Closing. Purchaser will restore/repair the Property for any change or damage occasioned by such Studies.

3B. Reports. Within five (5) days after the Effective Date, Seller will furnish Purchaser with the Existing Survey or other information concerning the soil and other physical and environmental conditions of the Property currently in the possession of Seller. In the event that Purchaser does not elect to terminate at the conclusion of the Investigation Period, Purchaser agrees to accept the Property at Closing in "As-Is" condition and Purchaser shall have no further or additional recourse against Seller with respect to the physical condition of the Property.

3C. Hold Harmless. Purchaser will save, protect, indemnify and hold Seller harmless from all adverse claims (including any mechanics' liens), causes of action, suits or other matters as a result or in consequence of Seller having granted Purchaser such access. Prior to entering upon the Property for such purpose, Purchaser or its consultants/contractors will provide Seller with a certificate of insurance naming Seller as an additional insured with customary coverages by insurers licensed to do business in Illinois, with general liability limits of not less than \$1,000,000.00. Any crop or other damage caused by Purchaser's investigations shall be at its cost. The provision of

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this paragraph shall survive the closing or any termination of this Contract.

4. Closing. Subject to compliance with the terms and provisions of this Contract, Closing shall take place on September 22, 2003 at the local office of Chicago Title Insurance Company. The Earnest Money shall be applied to the purchase price.

Notwithstanding anything in the foregoing to the contrary, Purchaser may at its option elect to extend the Closing Date for a period not to exceed six (6) months. In the event Purchaser exercises such option, then in that event Purchaser shall pay to the Seller's attorney the amount of \$10,000.00 for each thirty (30) day extension in advance and provide Seller with notice of its election to so extend as well as evidence of such payment to the Seller's attorney. Each Ten Thousand Dollar extension payment shall be non-refundable (except in the event of a Seller default) and only Five Thousand Dollars (\$5,000.00) of each Ten Thousand Dollar (\$10,000.00) extension payment shall be applicable to the Purchase Price. The additional Five Thousand Dollars (\$5,000.00) shall act as an extension fee immediately payable to Seller from Seller's attorney upon receipt.

5. Survey. Seller, at his own expense, within 30 days after the Effective Date, agrees to obtain a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in accordance with Illinois Land Survey Standards which locates all easements, structure and improvements applicable to the Property ("Survey" or "survey"). The Survey shall certify the gross and net area of the Property after deducting all areas of roadways, public and private easement areas and building set-back lines. The Survey shall be certified to Seller, Purchaser, the title insurer and Purchaser's nominee. Purchaser shall have the right to approve the Survey and property encompassed therein within ten (10) business days after receipt. Any additional survey details shall be at the Purchaser's expense.

6. Broker. Both parties represent and warrant to each other that neither party have utilized the services of any realtor in connection with this transaction and each party agrees to indemnify and hold harmless the other party from any claim for brokerage commission occasioned by a breach of such representation or warranty.

7. Earnest Money. The Earnest Money shall be held by the attorney for the Seller or Purchaser, in the customary form of Strict Joint Order Escrow of Chicago Title Insurance Company for

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the mutual benefit of the parties. Interest on the Earnest Money shall be paid to the Purchaser at closing or upon the earlier termination of this Contract.

8. Maintenance. Seller agrees to maintain all structures and improvements on the Property in the same condition as they existed on the Effective Date of this Contract. Seller agrees to save, protect, indemnify and hold Purchaser harmless from all adverse claims (including any mechanics' liens), causes of action, suits or other matters arising out of and as a result of Seller's ownership and operations prior to Closing. Purchaser shall be solely responsible for any claims, suits or other matters arising out of and as a result of Purchaser's ownership and operations subsequent to Closing. At Closing, all of Seller's personal property, debris and the like will be removed and the Property will be left in a broom clean condition.

9. No Violation. Except for the notice provided to Seller that the building and improvements at the Property cannot be occupied unless and until the Village of Franklin Park issues a certificate of occupancy, Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have no knowledge of and received no notices from any city, village or other governmental authority of zoning, building, fire, environmental (except as disclosed pursuant to paragraph 8B above), health code, law, rule or requisition violations in respect to the real estate that have not been heretofore corrected. If Seller receives such a notice prior to closing, Seller shall duly notify Purchaser of such notice, along with a copy of all such communications relevant thereto within five (5) days after receipt.

10. Signature. A duplicate original of this Contract, duly executed by the Seller shall be delivered to the Purchaser within 5 days from the date hereof, otherwise, at the Purchaser's option, this Contract shall become null and void and the Earnest Money shall be refunded to the Purchaser.

11. Missing Information. Any blanks or information within this Contract which is missing at the time submitted to and thereafter inserted by Seller shall be subject to initialing and acceptance by Purchaser.

This contract is subject to the Conditions and Stipulations set forth herein, which Conditions and Stipulations are made a part of this contract.

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not more than 15 days after the date hereof, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company, with extended coverage over Schedule B general exceptions 1 through 5, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) title exceptions deemed acceptable by Purchaser after receipt of title commitment and survey, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below. The title commitment shall initially be in the amount of \$10,000.00 to be increased to the sales price at the time of closing.

2. If the title commitment or plat of Survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 4 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with

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the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties and the Earnest Money (and, if applicable, any Extension Payments) shall be refunded to Purchaser.

3. General taxes and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of 105% of the most recent tax bill.

All prorations are final unless otherwise provided herein. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the Seller. Seller shall also deliver to Purchaser at closing an affidavit and indemnity for the inapplicability of Section 902(d) of the Illinois Income Tax and Section 1445(I)(3) of the Internal Revenue Code.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the Earnest Money (and, if applicable, any interest) shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then as Seller's sole and exclusive remedy, the Earnest Money and any interest thereon shall be forfeited to the Seller as liquidated damages.

6. This sale shall be closed through Chicago Title and Trust Company pursuant to a "New York Style" closing with such special provisions as may be required to conform with this Contract. The cost of the escrow shall be divided equally between Seller and Purchaser.

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures.

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The mailing of a notice by registered or certified mail, return receipt requested, or, by overnight courier, shall be sufficient service and shall be deemed given, served and received as of the date of such receipt. Notices may be sent by fax transmission to the parties (or their respective counsel) for purposes of expediency; however, facsimile notice must be followed by registered or certified mail, return receipt requested, or, by overnight courier.

9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

10. Seller and Purchaser will cooperate with each other in the event that either (or both) elect to treat this transaction being part of a tax free exchange of like kind properties pursuant to IRC § 1031. Any party so electing shall be responsible for any expenses attendant thereto.

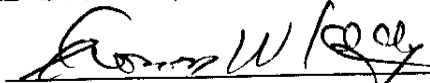
11. The "Effective Date" as used herein shall be the later of the dates upon which the Seller and Purchaser have mutually agreed to the terms stated herein or modified by amendment hereto and evidenced by Seller and Purchaser both affixing their respective signatures to this contract, contract modifications, amendments and any counterparts including the same.

12. Both signatories to this Contract represent and warrant to the other that they, respectively, have full power and authority to execute the same and the capacity to fully perform hereunder.

{ SIGNATURE PAGE TO FOLLOW }

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RENTAL SYSTEMS, LLC

By: 
Thomas W. Kelly, AgentDated: 5/27/03

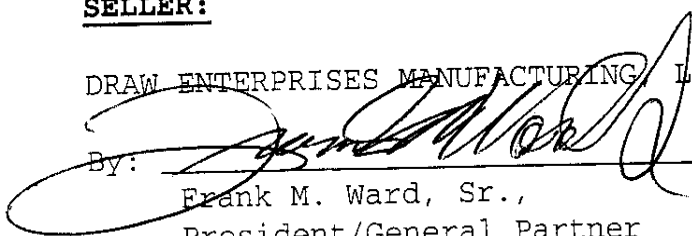
Address: c/o Rental Systems
 1141 East Main Street
 East Dundee, IL. 60118
 Telephone: (847) 428-1000 x221
 Facsimile: (847) 428-1062

With a copy to:

Warren R. Fuller
 Fuller and Berres
 69 South Barrington Road
 South Barrington, IL. 60010
 Telephone: (847) 381-5600
 Facsimile: (847) 381-6513

SELLER:

DRAW ENTERPRISES MANUFACTURING L.P.

By: 
Frank M. Ward, Sr.,
President/General PartnerDated: 5/27/03

Address: 2401 South Laflin Street
 Chicago, IL. 60608
 Telephone: (312) 942-0042
 Facsimile: (312) 942-0541

With a copy to:

Matthew J. Carmody
 Attorney at Law
 10644 South Western Ave.
 Chicago, IL. 60643
 Telephone: (773) 233-8969
 Facsimile: (773) 233-9719

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EXHIBIT A

A PARCEL OF LAND CONSISTING OF A PART OF LOT 9 IN THE MILWAUKEE ROAD'S PLAT OF INDUSTRIAL LOTS IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART OF LOT 9 BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHERLY LINE OF SAID LOT 9 AT A POINT WHICH IS 106.19 FEET WESTERLY FROM THE NORTHEAST CORNER THEREOF SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY WARRANTY DEED DATED JULY 18, 1963 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 23, 1963 AS DOCUMENT NUMBER 18862861 AND RUNNING THENCE SOUTHWARDLY ALONG THE WESTERLY LINE OF THE LAND SO CONVEYED, BEING HERE A STRAIGHT LINE, A DISTANCE OF 184.14 FEET; THENCE CONTINUING SOUTHEASTWARDLY ALONG THE WESTERLY LINE OF THE LAND SO CONVEYED, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 468.34 FEET, AN ARC DISTANCE OF 216.12 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 9 SAID POINT OF INTERSECTION BEING 214.14 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHWESTWARDLY ALONG SAID SOUTHWESTERLY LOT LINE A DISTANCE OF 68.45 FEET; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 463.34 FEET, AN ARC DISTANCE OF 166.28 FEET TO A POINT WHICH IS 195.76 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE NORTHERLY LINE OF SAID LOT 9 AND WHICH IS 89.88 FEET, MEASURED PERPENDICULARLY WEST FROM A SOUTHWARD EXTENSION OF THE COURSE, 184.14 FEET IN LENGTH, FIRST HEREINABOVE DESCRIBED; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 203.30 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 9 WHICH IS 166.76 FEET WESTERLY FROM THE POINT OF BEGINNING; AND THENCE EASTWARDLY ALONG SAID NORTHERLY LOT LINE, SAID DISTANCE OF 166.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-20-202-026