



Doc#: 0332939077
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 11/25/2003 04:42 PM Pg: 1 of 5

STATE OF ILLINOIS)
COUNTY OF COOK)

**MEMORANDUM
OF CONTRACT**

THIS INSTRUMENT PREPARED BY:
Daniel G. Lauer & Assoc., P.C.
1424 W. DIVISION STREET
CHICAGO, IL 60622-3360

WHEREAS, MARIO GUZMAN as Seller and LOSHI NAKO as Purchaser, executed a real estate sales contract dated February 18, 2003, a true and correct copy of which is attached hereto and made a part hereof;

WHEREAS, Purchaser wishes to encumber the land legally described below to give constructive notice of Purchaser's contractual rights;

NOW THEREFORE, Purchaser records that certain contract dated February 18th, 2003 by and between MARIO GUZMAN and LOSHI NAKO as to the following described property:

LOT 1 IN THE RESUBDIVISION OF BLOCK 7 IN MICHAEL BAURLE'S ADDITION TO MAPLEWOOD, BEING A SUBDIVISION OF LOT 4 (EXCEPT THE 8 296/100 ACRES THEREOF) IN RICHON AND BAUERMEISTER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2902 North Washtenaw Street, Chicago, Il 60622

PIN: 13-25-216-046-0000

IN WITNESS WHEREOF, the Purchaser has executed this Memorandum of Contract this 24th day of November, 2003 at Chicago, Cook County, Illinois.

PURCHASER,

By: Loshi Nako
Loshi Nako
Purchaser

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

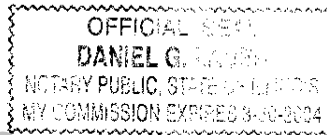
I, DANIEL G. LAVER, a Notary Public in and for said County and State, do hereby certify that LOSHI NAKO, personally known to me to be the same person whose name is subscribed to the foregoing Memorandum of Contract, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said Memorandum of contract as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of November, 2003.



Notary Public

SEAL



Property of Cook County Clerk's Office

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1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."

Buyer(s) LOSHI NAIKO Seller(s) Chun or Leung
(Please Print) (Please Print)

2. THE REAL ESTATE: Real Estate shall be defined to include the real estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 74 x 125

commonly known as: 2907 WASHINGTON Chicago IL 606
Cook Address City State Zip
County Unit # (if applicable) Permanent Index Number(s) of Real Estate

3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operation on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical and plumbing systems together with following items of personal property by Bill of Sale: [Check or cauterate applicable items]

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> with Transmitter(s) | <input type="checkbox"/> Light fixtures, as they exist |
| <input type="checkbox"/> Satellite dish and system | <input type="checkbox"/> Invisible fence system | <input type="checkbox"/> Home Warranty \$ | |

Other items included: _____
Items NOT included: _____
Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except:

_____ A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

4. PURCHASE PRICE: Purchase price of \$ 149,000 shall be paid as follows:
Initial earnest money of \$ 10,000 by check (cash), or (note due on _____) to be increased to a total of \$ _____ by _____.

The earnest money and the original of this Contract shall be held by the Listing Company "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at closing by wire transfer of funds certified, cashier's, mortgage lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

5. ACCEPTANCE: Earnest money shall be returned and this offer shall be void if not accepted on or before 2-12-09

6. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and amount) totally within Buyer's control on or before _____ for a _____ (type) loan

at a rate (if applicable) shall not exceed _____ % per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points to exceed _____ % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Those fees/points common to Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. (If FHA/VA, refer Paragraph #38 for additional provisions.) Buyer [check one] will will not lock in the interest rate at the time of loan application. Buyer shall make written application within seven (7) calendar days after the Date of Acceptance. FAILURE TO DO SO SHALL CONSTITUTE AN ACT OF DEFAULT UNDER THIS CONTRACT. If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. UNLESS OTHERWISE PROVIDED HEREIN, THIS CONTRACT SHALL NOT BE CONTINGENT UPON THE SALE AND/OR CLOSING OF BUYER'S EXISTING REAL ESTATE. A CONDITION IN THE MORTGAGE COMMITMENT REQUIRING SALE AND/OR CLOSING OF EXISTING REAL ESTATE SHALL NOT RENDER THE MORTGAGE COMMITMENT CONDITIONAL FOR THE PURPOSE OF THIS PARAGRAPH. IF SELLER AT SELLER'S OPTION AND EXPENSE, WITHIN THIRTY (30) DAYS AFTER BUYER'S NOTICE, PROCURES FOR BUYER SUCH COMMITMENT OR NOTH BUYER THAT SELLER WILL ACCEPT A PURCHASE MONEY MORTGAGE UPON THE SAME TERMS, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IN SUCH EVENT, SELLER SHALL NOTIFY BUYER WITHIN FIVE (5) BUSINESS DAYS AFTER BUYER'S NOTICE OF SELLER'S ELECTION TO PROVIDE OR OBTAIN SUCH FINANCING, AND BUYER SHALL FURNISH TO SELLER OR LENDER ALL REQUESTED INFORMATION AND SHALL SIGN ALL PAPERS NECESSARY TO OBTAIN THE MORTGAGE COMMITMENT AND TO CLOSE THE LOAN.

7. CLOSING: Closing or escrow payout shall be on 2-27-09, or at such time as mutually agreed upon, by the Parties, in writing. This shall be closed at the title company escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

8. POSSESSION: Possession shall be deemed to have been delivered when Seller has vacated premises and delivered keys to premises to Buyer or to Listing Office.

Seller shall deliver possession to Buyer (check only one):

(a) at the time of closing; OR

(b) Do not complete the following option (b) unless possession is not to be delivered at closing. []

(b) by 11:59 PM, on _____, provided sale has been closed. In the event possession is not to be delivered at closing, Seller agrees to pay closing the sum of \$ _____ per day to Buyer for use and occupancy from and including the day after closing to and including the possession date specified above, regardless of whether possession is delivered prior to the possession date. (See Paragraph #18)

9. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES: If applicable, prior to signing this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Home"; [check one] has has not received a Lead-Based Paint Disclosure.

10. PRORATIONS: Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities, water and sewer, homeowner's or condominium association fees. Seller represents that as of the Date of Acceptance Homeowner Association/Condominium fees are \$ _____ per _____. Seller agrees to pay prior to or at closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general Real Estate taxes shall be prorated as of the date of closing based on 110 % of the most recent ascertainable full year tax bill. All prorations shall be final as of closing, except as provided in paragraph 19.

11. OTHER PROVISIONS: This Contract is subject to the GENERAL CONDITIONS and those OPTIONAL PROVISIONS selected for use and initialed by the Parties which are contained on the succeeding pages and the following attachments, if any: Agreement upon a flat of survey

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED

Date of Offer 2-10-09

Buyer Signature _____ Social Security No. 674-58-4664

Buyer Signature _____ Social Security No. _____

Print Buyer(s) Name(s) LOSHI NAIKO

Address 3811 W 115th ST

City Chicago State IL Zip 60655

Phone Number(s) 312-671-8110 Email _____

DATE OF ACCEPTANCE 2-18-09

Seller Signature _____ Social Security No. _____

Seller Signature _____ Social Security No. _____

Print Seller(s) Name(s) _____

Address _____

City _____ State _____ Zip _____

Phone Number(s) _____ Email _____

FOR INFORMATION ONLY

Selling Office _____ MLS # _____

Selling Agent _____ MLS # _____ Email _____

Address, City, ST, Zip _____

Phone No. _____ Fax No. _____

Buyer's Attorney _____ Email _____

Address _____

Phone No. _____ Fax No. _____

Mortgage Company _____

Listing Office Property Experts MLS # _____

Listing Agent EVER DELAROSA MLS # _____ Email _____

Address, City, ST, Zip _____

Phone No. 773-509-1022 Fax No. 509-10

Seller's Attorney 773-267-1828 Email _____

Address _____

Phone No. _____ Fax No. _____

Loan Officer _____ Phone No. _____

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GENERAL CONDITIONS FOR

(PAGE 3 OF 4)

(Real Estate Address)

87 **12. PROFESSIONAL INSPECTIONS:** Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) a home, radon, lead-based paint a
88 lead-based paint hazards (unless separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more professional inspection service(s). Buyer
89 shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent
90 page(s) of the report(s) within five (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of Acceptance. IF
91 WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT
92 SHALL REMAIN IN FULL FORCE AND EFFECT. If within ten (10) business days after Date of Acceptance, written agreement cannot be reached by the Parties with re-
93 solution of inspection issues, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID
94 AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover ONLY the
95 components of the Real Estate, including but not limited to, central heating system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls,
96 ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of
97 and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence
98 of Buyer or any person performing such inspection(s). BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS
99 CONTINGENCY.

100 **13. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other than stated purchase price, within
101 five (5) business days after the Date of Acceptance. Disapproval or modification of this Contract shall not be based solely upon stated purchase price. Any notice of disapproval
102 or proposed modification(s) by any party shall be in writing. If within ten (10) business days after Date of Acceptance, written agreement on proposed modification(s) cannot
103 be reached by the Parties, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE
104 PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE
105 PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

106 **14. PLAT OF SURVEY:** Not less than one (1) business day prior to closing, Seller shall, at Seller's expense, furnish a Plat of Survey to Buyer or his attorney, which is due
107 not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing any encroachments, measurements of all lot lines, all easements or
108 record, building set back lines of record, fences, all building and other improvements on the Real Estate and distances thereof to the nearest two lot lines. (See Optional
109 Provision #34).

110 **15. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple party
111 Party shall be sufficient notice to all. Notice shall be given in the following manner:
112 a. By personal delivery of such notice; or
113 b. By mailing, or such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice
114 served by certified mail, shall be effective on the date of mailing; or
115 c. By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business
116 days during business hours (9:00 A.M. to 5:00 P.M., Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice
117 shall be the first hour of the next business day after transmission.

118 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer, or Buyer's designated grantee, good and merchantable title to the Real Estate by recordable general
119 Warranty Deed, with release of liens, instead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
120 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of
121 closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real
122 Estate. Seller's obligation will be to furnish the documents set forth in Paragraph #17.

123 **17. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of
124 closing as evidence of title in Seller or grantor a title commitment for an ALTA title insurance policy in the amount of the purchase price with extended coverage by a title
125 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract, subject only to items listed in Paragraph #16. The
126 requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence
127 of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey
128 shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure a
129 loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to closing, Buyer
130 elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at closing
131 an Affidavit of Title covering the date of closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

132 **18. POSSESSION ESCROW:** In the event possession is not delivered at closing, Seller shall deposit in escrow at closing with Title Company, Listing Company or other
133 escrowee as agreed to by the Parties and escrowee by separate check, the sum of two percent (2%) of the purchase price to guarantee that possession of the Real Estate shall
134 be delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to Seller. If possession is not so delivered
135 the designated escrowee shall pay to Buyer from the escrow funds the sum of 1/15th of the deposit for each day possession is withheld from Buyer after such specified date
136 time, and shall pay the balance of the escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within fifteen (15) calendar days after the date specified
137 herein, Seller shall continue to be liable to Buyer for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld
138 Buyer, without prejudice to any other rights or remedies available to Buyer. Unless otherwise agreed, said escrow shall be held solely for the purpose of payment of any amount
139 due for delayed possession.

140 **19. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed as improved, the sum of three (3) percent
141 of the purchase price shall be deposited in escrow with the title company with the title company of the escrow to be divided equally by Buyer and Seller and paid at closing. When the
142 amount of the taxes prorated under this Contract can be ascertained, the taxes shall be prorated by the Seller's attorney at the request of either Party, and the Seller's share
143 of such tax liability after reparation shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's obligation after such
144 reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess proportionately upon demand.

145 **20. PERFORMANCE:** Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties are free to pursue any legal remedies at law or in equity
146 The prevailing Party in litigation shall be entitled to collect reasonable attorney's fees and costs from the losing Party as ordered by a court of competent jurisdiction. There
147 be no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest
148 money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee
149 be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and
150 hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

151 **21. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed, the Real Estate shall be destroyed or materially damaged by fire or other
152 casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting
153 Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to
154 Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
155 be applicable to this Contract, except as modified in this paragraph.

156 **22. SELLER REPRESENTATIONS:** Seller warrants and represents that he has not received written notice from any Governmental body or Homeowner's Association
157 zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) confirmation of any special assessment affecting the Real Estate
158 Seller further warrants and represents that Seller has no knowledge of boundary line disputes or easements or claims of easement not shown by the public records or of any
159 hazardous waste on the Real Estate. Seller represents that there have been no improvements to the Real Estate which are not included in full in the determination of the most
160 recent real estate tax assessment, or which are eligible for home improvement tax exemption.

161 **23. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not
162 conveyed to Buyer shall be removed from the Real Estate at Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal
163 property within 72 hours prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the Date
164 of Acceptance of this Contract, normal wear and tear excepted.

165 **24. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real
166 Settlement Procedures Act of 1974, as amended.

167 **25. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the closing, this sale shall be closed through an escrow with the title
168 institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between the Parties, with provisions
169 inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow.

170 **26. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

171 **27. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

172 **28. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

173 **29. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede
174 conflicting terms.

175 1. Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments;
176 and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements;
177 limitations and conditions imposed by the Condominium Property Act; Installments due after the date of closing of general assessments established pursuant to the Declaration
178 of Condominium.

179 2. Seller shall be responsible for all regular assessments due and levied prior to closing and for all special assessments confirmed prior to the Date of Acceptance.

180 3. Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from Seller items as stipulated by the Illinois Condominium
181 Property Act. The contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive
182 rights of purchase created by the Declaration of Condominium within the time established by the Declaration. In the event the Condominium Association requires personal
183 appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.

184 4. In the event the documents and information provided by the Seller to the Buyer disclose that the existing improvements are in violation of existing rules, regulations or
185 restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would increase the financial con-
186 straints which Buyer would have to extend in connection with the owning of the condominium, then Buyer may declare the Contract null and void by giving Seller written
187 notice within seven (7) calendar days after the receipt of the documents and information required by Paragraph #29-3, listing those deficiencies which are unacceptable to Buyer.
188 Thereupon all earnest money deposited by Buyer shall be returned to Buyer upon written direction of Parties to escrowee. IF WRITTEN NOTICE IS NOT SERVED WITHIN
189 THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE
190 EFFECT.

191 5. Seller shall not be obligated to provide a condominium survey.

192 6. Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.

193 **30. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review and Professional Inspection paragraphs
194 shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

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THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES

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31. SALE OF BUYER'S REAL ESTATE:

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(Initials)

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(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

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(1) Buyer owns Real Estate commonly known as (address):

200

(2) Buyer [check one] has has not entered into a contract to sell his Real Estate.

201

If Buyer has entered into a contract to sell his Real Estate:

202

(a) Buyer's sale contract [check one]: is is not subject to a mortgage contingency.

203

(b) Buyer's sale contract [check one]: is is not subject to a real estate sale contingency.

204

(c) Buyer's sale contract [check one]: is is not subject to a real estate closing contingency.

205

(3) Buyer [check one] has has not listed his Real Estate for sale with a licensed real estate broker and in a local multiple listing service.

206

(4) If Buyer's Real Estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer:

207

(a) Within seven (7) calendar days after the Date of Acceptance of this Contract, shall list his Real Estate for sale with a licensed real estate broker who will place it in a local multiple listing service.

208

Broker:

209

Broker's Address:

Phone:

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(b) I shall not list his Real Estate for sale.

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(5) Buyer authorizes Seller or his agent to verify representations contained herein.

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(B) SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:

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(1) This Contract is contingent upon Buyer procuring a contract for the sale of Buyer's Real Estate on or before _____ Such contract shall provide for a closing date not later than the closing date set forth in this Contract. IF WRITTEN NOTICE OF FAILURE TO PROCURE SUCH CONTRACT IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. (If this paragraph is used, then the following paragraph must be completed)

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(2) In the event the Buyer has procured a contract for the sale of Buyer's Real Estate as set forth above or has entered into a contract for sale of Buyer's Real Estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's Real Estate on or before _____. IF WRITTEN NOTICE OF FAILURE TO CLOSE THE SALE OF BUYER'S REAL ESTATE BY SAID DATE IS NOT SERVED WITHIN THE TIME SPECIFIED, BUYER SHALL BE DEEMED TO HAVE WAIVED THIS CONTINGENCY AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

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(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

224

(1) If Seller accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing of same. Buyer shall then _____ hours after Seller gives such notice to waive the contingencies set forth in paragraph #31 (B) subject to paragraph #31 (D) WAIVER OF CONTINGENCIES.

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(2) If Buyer complies with the provisions of paragraph #31 (D) "WAIVER OF CONTINGENCIES" then this Contract will remain in full force and effect.

228

(3) If the contingencies set forth in paragraph #31 (B) are NOT waived in writing within said time period by Buyer, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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(D) WAIVER OF CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in paragraph #31 (B) in response to a notice of seller's acceptance of another bona fide offer when Buyer has: (1) served written waiver within the time specified; and (2) increased the earnest money to a total of \$ _____ by the end of the next business day after Buyer's written waiver. IF BUYER FAILS TO DEPOSIT THE ADDITIONAL EARNEST MONEY WITHIN THE TIME SPECIFIED THE WAIVER SHALL BE DEEMED INEFFECTIVE AND THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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(E) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided above, notice required under this Paragraph #31 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and Real Estate agents, if known. Failure to provide such courtesy copies not render notice invalid. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:

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(1) By personal delivery of such notice effective at the time and date of personal delivery; or

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(2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail. Notice served by certified mail shall be effective as of 10:00 A.M. on the morning of the second day following deposit of notice in the U.S. Mail; or

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(3) By facsimile to a Party (service shall be effective at the time and date the sending Party receives a receipted copy of the notice from the receiving Party); or

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(4) By personal delivery to Buyer's designee (other than Buyer's Real Estate agent or attorney) listed below. Notice to Buyer's designee shall be deemed to Buyer effective at the time and date of personal delivery. Buyer's designee shall reside within 35 miles of the Real Estate.

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BUYER'S DESIGNEE: Name _____ Address _____ City _____ ST _____

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Zip _____ Home Phone _____ Office Phone _____

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32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract ("prior contract"), this Contract shall be subject to written cancellation of the prior contract on or before _____ In the event the prior contract is not cancelled within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. Notice to the purchaser under the prior contract should not be served until after Attorney's Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

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33. INTEREST BEARING ACCOUNT: Earnest money when received in the total amount of \$10,000.00 or more (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on that earnest money shall accrue to the benefit of and be paid to Buyer. In anticipation of closing, The Parties direct Escrowee to close the account no sooner than ten (10) business days prior to the anticipated closing date.

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34. SURVEY OPTIONS: The survey provided by Seller pursuant to Paragraph #14: PLAT OF SURVEY shall show all corners and flagged or otherwise monumented.

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35. WELL AND/OR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain, at Seller's expense, a well water test (including test) and/or a septic/sanitary report from the applicable governmental authority or qualified inspection service, each dated not more than ninety (90) days prior to closing stating that the well and the water supplied therefrom and the septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of such report to Buyer not less than fourteen (14) days prior to closing. If either system is found not to be in compliance with applicable health regulations, and in the event such report is not received by Buyer within five (5) business days after receipt of such report(s), written agreement cannot be reached by the Parties with respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

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36. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalfs and specifically consent to _____ acting as a Dual Agent in regard to the transaction referred to in this Contract.

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UNOFFICIAL COPY

OPTIONAL PROVISIONS FOR REAL ESTATE (PAGE 4 OF 4)

(Real Estate Address)

268 **37. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its "As Is" condition
 269 as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate and personal property have
 270 been made by Seller or Seller's Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
 271 shall make the property available to Buyer's inspector at reasonable times. Buyer shall indemnify and hold Seller harmless from and against any loss or damage to the
 272 property caused by acts or omissions of Buyer or Buyer's inspector. In the event the inspection reveals that the condition of the improvements, fixtures or personal property
 273 to be conveyed or transferred is unacceptable to the Buyer and the Buyer so notifies Seller within five (5) business days after the Date of Acceptance, THIS CONTRACT
 274 SHALL BE NULL AND VOID AND EARNEST MONEY SHALL BE REFUNDED TO BUYER. Failure of the Buyer to notify the Seller or to conduct said inspection
 275 operates as a waiver of Buyer's right to terminate this Contract under this Paragraph and this Contract shall remain in full force and effect. Buyer acknowledges the
 276 provisions of Paragraph 12 (PROFESSIONAL INSPECTIONS) and the warranty provisions of Paragraph 3 do not apply to this Contract.

277 **38. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable:
 278 Buyer may terminate this Contract if the purchase price set forth herein exceeds the appraised value of the Real Estate, as determined by the Veterans Administration
 279 (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of proceeding with this Contract without regard to the amount of the appraised
 280 valuation. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] shall shall not be added to the
 281 mortgage loan amount. Seller agrees to pay additional miscellaneous expenses, required by lender but which HUD or other applicable agency prohibits Buyer from paying
 282 not to exceed \$200.00. These charges may include, but are not limited to, compliance inspection fee(s), tax service fee and document preparation fee.
 283 REQUIRED FHA OR VA AMENDMENTS SHALL BE ATTACHED TO THIS CONTRACT.

284 **39. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim financing on or before
 285 _____ in the amount of \$ _____. If Buyer is unable to secure the interim financing commitment and gives written
 286 notice to Seller within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN
 287 DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE
 288 DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

289 **40. ASSUMPTION OF SELLER'S MORTGAGE:** Buyer's obligations are contingent upon Buyer receiving written confirmation
 290 of assumption from the mortgagee on or before _____ that Buyer may assume, as of the date of closing, Seller's existing first mortgage on the Real Estate
 291 Seller represents the following as to the first mortgage as of the closing: Mortgagee _____
 292 Loan number _____; Approximate unpaid balance \$ _____; Monthly principal and interest payment
 293 \$ _____; Interest rate _____%; [check one] fixed adjustable
 294 Monthly escrow payment \$ _____; Balloon or maturity date _____; It [check one] shall shall not be a condition to
 295 Seller's obligations that Seller is released from liability of the assumed mortgage as of the date of closing. Seller shall deliver to Buyer prior to closing any documents
 296 Mortgagee may require to facilitate the assumption, together with a copy of the note, mortgage and other loan documents. Buyer shall pay all costs and fees required by
 297 Mortgagee for assumption. In the event Buyer is unable to obtain written confirmation of assumption within the time specified, at Buyer's election THIS CONTRACT
 298 SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The loan
 299 assumed shall be current as of the date of closing and, if not current by reason of any monetary default, funds sufficient to bring said loan current and cure all defaults
 300 be deducted from the proceeds otherwise payable to Seller at closing and applied for such purpose.

301 **41. ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE:**
 302 Within five (5) calendar days after the Date of Acceptance of this Contract, Buyer shall furnish all such credit information (including employment verification) as Seller
 303 may request. Within ten (10) calendar days after such information has been furnished, Seller shall notify Buyer in writing of Seller's refusal to accept Buyer's credit. If
 304 Seller fails to deliver to Buyer notice within the time specified, Seller shall be deemed to have accepted Buyer's credit. If Buyer fails to furnish such information within
 305 the time specified or if Seller notifies Buyer in writing within the time specified that Buyer's credit is not acceptable, then, AT SELLER'S OPTION, THIS CONTRACT
 306 SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

307 This Contract is contingent upon Seller's attorney preparing documents within five (5) business days after Seller's approval of Buyer's creditworthiness and submitting
 308 them to the Parties for approval on or before _____; [check one]
 309 (A). Articles of Agreement for Deed which include the following terms:
 310 (B). A Purchase Money Mortgage and related documents which include the following terms:
 311 Downpayment: (including earnest money) \$ _____ Monthly payment: (principal and interest) \$ _____
 312 Amount to be financed: (Contract Balance) \$ _____ Tax reserve: (1/12th of estimated bill) \$ _____
 313 Date of first payment: _____ Insurance Reserve: (1/12th of estimated premium) \$ _____
 314 Date of final payment: _____ TOTAL Monthly Payment: \$ _____
 315 Interest rate: _____ Number of years for amortization: _____
 316 Balloon payment due: _____
 317 It is agreed by the Parties that the foregoing terms shall not be binding unless and until all documents are approved by all Parties.

318 **42. VACANT LAND:** If the Real Estate is unimproved, this Contract is contingent upon Buyer, at Buyer's expense, obtaining, within
 319 14 business days after the Date of Acceptance, a percolation, soil suitability and/or soil boring test at a site of Buyer's choice on the Real Estate suitable for
 320 obtaining the necessary building and septic system permits from the appropriate authorities for a _____ bedroom house. In the event the results of such test(s) are
 321 unsatisfactory and Buyer serves written notice with copies of the test results upon Seller or Seller's attorney within five (5) business days after the Buyer's receipt of
 322 test results, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES
 323 TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES
 324 AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

325 **43. NEW CONSTRUCTION:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agree-
 326 ment consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for the construction and/or
 327 completion of a residence on the Real Estate. Said agreement shall supersede this Contract. IN THE EVENT THE PARTIES ARE UNABLE TO AGREE UPON THE
 328 TERMS AND CONDITIONS OF SUCH SEPARATE WRITTEN AGREEMENT WITHIN TEN (10) CALENDAR DAYS AFTER THE DATE OF ACCEPTANCE, UPON
 329 WRITTEN NOTICE OF ONE PARTY TO THE OTHER WITHIN THE TIME SPECIFIED, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY
 330 REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

331 **44. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
 332 _____, Buyer's specified party, within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party
 333 does not approve of the Real Estate and written notice is given to Seller within the time specified, THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST
 334 MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE
 335 TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND
 336 EFFECT.