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STATE OF ILLINOIS)
)
COUNTY OF COOK)



Doc#: 0407232163
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 03/12/2004 04:27 PM Pg: 1 of 3

MEMORANDUM OF CONTRACT

THIS INSTRUMENT PREPARED BY:

Daniel G. Lauer & Assoc., P.C.
1424 W. DIVISION STREET
CHICAGO, IL 60612-3360

WHEREAS, NORTH STAR TRUST as Seller and PETER VITOGIANNIS, as Purchaser, executed a real estate sales contract dated March 10, 2004, 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 March 10, 2004 by and between NORTH STAR TRUST and PETER VITOGIANNIS, as to the following described property:

LOT 15 IN BLOCK 4 IN CARTER H. HARRISON'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2535 West Flournoy Street, Chicago, Illinois 60612

PIN: 16-13-406-010-0000

IN WITNESS WHEREOF, the Purchaser has executed this Memorandum of Contract this 12th day of March, 2004 at Chicago, Cook County, Illinois.

PURCHASER,

Peter Vitogiannis

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Daniel G. Lauer, a Notary Public in and for said County and State, do hereby certify that Pete Vitogiannis 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 12th day of March, 2004.



Notary Public

SEAL



Property of Cook County Clerk's Office

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TO 917734043506

P.03/03

REAL ESTATE CONTRACT

THIS MEMORANDUM WITNESSETH THAT, Seller, NORTH STAR TRUST or its assignee, hereby agrees to SELL, and Purchaser, John Vlasopoulos agrees to PURCHASE, at the price of \$ 109,900 the following described real estate, located in Cook County, Illinois:

[SEE ATTACHED LEGAL DESCRIPTION]

Property commonly known as: 2535 W Florenoy Chicago IL 60612

Permanent Index Number: 1613406 010000

Purchaser has paid \$ 10,000 as earnest money deposit. Said earnest money to be applied to the purchase price when consummated, and Purchaser hereby agrees to pay \$ 99,900 at closing. Seller hereby agrees at closing to provide a recordable quit claim deed, conveying to purchaser good title subject to: (1) parties in possession; (2) general real estate taxes due and payable after 2003; (3) special assessments due and payable after the date of this contract; (4) Building, building line and use or occupancy restrictions, conditions and covenants of record; (5) zoning laws and ordinances; (6) easements; (7) drainage ditches, feeders, laterals and drain tile, pipe or other conduit. The property is being sold "As-Is" with no express or implied warranties.

The earnest money shall be held by RE/MAX Alliance Lincoln Park as escrowee for the mutual benefit of the Seller and Purchaser.

The closing date shall be on April 30 2004 or on the date to which said date is changed by the mutual agreement in writing of the Seller and Purchaser.

Seller shall furnish within 10 days of closing a title commitment or title insurance policy. If title is found to be materially defective and purchaser gives written notice within 5 days of such defects, then unless the seller cures the material defects within 60 days after written notice thereof, the earnest money shall be refunded to the Purchaser and this contract shall be deemed null and void. This contract is subject to Seller obtaining fee simple title to the property.

At closing, real estate taxes due and payable shall be paid by Seller and real estate taxes that are a lien on the property but not yet due and payable shall be prorated to the date of closing based upon 100% of the most recent available tax bill.

Should Purchaser fail to perform this contract promptly on his part, at the time and manner herein specified, the earnest money shall be forfeited to the seller as liquidated damages and this contract shall become null and void. Time is of the essence of this contract and of all the conditions thereof.

The terms of this agreement, except the purchase price are subject to the modification by the parties' attorneys within 5 days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within 10 days of the date of acceptance, agreement is not reached, this contract shall be null and void, and all earnest money returned to the purchaser.

Dated: 3/16/04

Seller: 

 (PURCHASER)

Buyers Agent - Jim Michael
Residential Properties
1620 W Belmont 10657

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