

CHICAGO ASSOCIATION OF REALTORS/MLS PEAL ESPATE SALE CONTRACT—PERSONNIA (Let Construct to the lamb and fee stipp townhouse) (Are single family I homes and fee stipp townhouse)

1	TO: DWNER OF RECORD	SELLE	DATE:	alo 21, 2003	REALTOR®	
2	I/We offer to purchase the property known as 2926 W	1. 38th STREET		11 /0/27	2 2004 (1) 10 (1) 10 (1) 10 (1) 10 (1) 22 22 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
4	(Address) Lot approximately 25 × /25 feet, togeth	(City)	(State)	FL 8083 C		
6	FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer	er with improvements thereon, to Purchaser by a Bill of Sale, all heatin	g, electrical, and plumbi	ng systems together with the following:		
8	merate applicable items)T.V. AntennaWasher	Central air conditio		Electronic garage door(s)	Ø4 Ø983 9Ø83	
9	RefrigeratorDryer Oven/RangeSump pump	Window air conditi Electronic air filter	oner .	with remote unit(s)	Doc#: 0409839083	
1	MicrowaveWater softener (if not rental)	Central humidifier		Fireplace screen and equipment Fireplace gas log	Eugene "Gene" Moore Fee: \$62.50)
3	Garbage disposalBuilt-in or attached shelving	Ceiling fan Outdoor Shed		Existing storms & screens	Cook County Recorder of Deeds	•
5		ther window treatments	s and cabinets	Radiator covers All planted vegetation	Date: 04/07/2004 01:56 PM Pg: 1 of	f A
7	Security system (if not leased) Home warranty (attached beret	o, as may or may not be assignable) Other items exclus	led:	Lighting Fixtures		
8	1. Purchase Price \$ 25,000 27,887 2. Initial earnest money \$ 2,000 in the form of	N.		IEVER REALTY, INC.	.	
0	to be increased to 10% of purchase price within	days_after acceptan	ce hereof. Said init	ial earnest money shall be return	(Escrowee) ned and this	
2	contract shall be void if not accepted by Seller on or before had it is shall be deposited by Escrowee for the benefit of the parties hereton an including the parties hereton and soller in the state of the parties hereton and soller in the parties hereton and soller in the state of the parties hereton and soller in the state of the parties hereton and soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the parties have been soller in the state of the state of the parties have been soller in the state of the state	Dietest bearing excross account in compl	iance with the laws of th	Five Thousand Dollars (\$5,000.00), the State of Illinois, with interest payable	to Directores of	
4	shall be held by Listing Broker. SEC. ADDEA DUMA?	abush any such escrow account and Pur	chaser shall assume all	eccount service fees, if any. An original	of this contract	
5	 The balance of the purchase price shall be paid at the closing, plus Cash, Cashler's check or Certified Check or any combination 	or nunus prorations, as follows (STRIK)	e through inappli	CABLE SUBPARAGRAPHS):		
7	(c) Mortgage Contingency, Thi cu tract is contingent upon Pure		≨حمد			
9		a association or bank for \$ X5 %	the	s) a written commitment for a fixed rate (interest rate (or initial interest rate if an		
1	mortgage) not to exceed% per runum, amortized over fee, if any. If said mortgage has a balloon ruyment, it shall be due no st	years, payable monthly, looner thany	eare Purchaser shall no	%, plus appraisal a y for private mortgage insurance if requ	isad by landina	
12 13.	institution. If Purchaser does not obtain such communent, Purchaser shall has secured such commitment or will purchase sain property without a	notify Seller in writing by the aforesaid	fate If Seller is not so a	atified it shall be conclusively assumed	d that Durchasse	
4	communical for rurchaser upon the same terms, and that have the option	of extending the closing date up to the :	tame number of days. Si	aid commitment may be alway by Salles.	or a third agen-	
6	Purchaser shall furnish all requested credit inform d. n. 'ep austomary d. If Purchaser notifies Seller as above provided, and neithe a 'rc) aser nor	Seller secures such commitment as above	securing of such commi re provided, this Contra	ment, and pay one application fee as dir of shall be null and void and all earnest	rected by Seller. money shall be	
8	returned to Purchaser. If an FHA or VA mortgage is to be obtained, Rider 8, R' or 9.					
19 10	Purchase Money Note and Trust Deed or Article of A peer of At closing, Seller shall execute and deliver to Purchaser, or one of the Article of Articl	nt for Deed, See Rider 10.			N. 7	
1	appropriate deed if the is in trust or in an estate), or Articles of Articles	ent, for such a deed if that norman of an	bnaragraph 3/d) is annii	rable enhiert only to the following if a	AGN: COVERNOR	
3	conditions, and restrictions of record; public and utility easements; exist special governmental taxes or assessments; general real estate taxes for the condition of the conditions of the cond	ie ear / and subsequent years	the morroage or trust a	ents for improvements not yet completed leed referred to in paragraph 3 of the pr	rd; unconfirmed rovisions of this	
15	of the most recent ascertainable tax bill at closing.	Seuerm to mestate taxes file 2 V	<u> </u>	Seneral real estate taxes shall be prorated	1 at <u>// & _</u> %	
6 7	(The following is for Fee Simple Townhomes, strike if not applicable.) \$	Seller represents that is of the date of	f acceptance hereof the	regular monthly assessment pertaining	to this pale is	
8	remaining amount due at closing will be 5 and c	uall/shall not (strice or .) of assumed by	the Purchaser as of that	closing date. Seller shall furnish Purcha	aser a statement	
Ö	from the proper representative certifying that Seller is current in payment in the bylaws thereof for the transfer of ownership. Additionally, the Seller	er shall deliver to Pitremase the Waws.	rulas sun resulations, a	nd the prior and current years' onersting	r budgete within	
12	days of acceptance hereof. Seller agrees to pay any applicat	te processing/moveout/tractier of es	as required by the Assoc	Tation-and Pierroment surges to pay the c	redit report and	
i3 i4	shalf pay the commission pursuant to paragraph 9 below. 5. Closing or escrow payout shall be on DEC 30 , 2	`				
5	Purchaser, at the office of Purchaser's mortgagee or at	LY MOKEEP		ded title has been shown to be good or		
57	6.(a) Seller agrees to surrender possession of said Premises on or before closing. Seller shall pay to Purchaser 5 P171 + \$10 per day:	or use and occupancy commencing the fi	rst day after losing up t	closed. If possession is not delivered at a country of the country	closing, then, at be surrendered	
58 59	or on a monthly basis, whichever period is shorter and the provisions of p is surrendered.	aragraph 6(b) shall apply. Purchaser sha	all nefu. der yr .ymenta	nade for use and occupancy beyond the	date possession	
50	(b) If possession of the Premises is not delivered at closing, Seller	hall deposit with Escrowee designated	in paragrap.) abr 🛧	sum equal to 2% of the purchase price	ce to guarantee	
2	possession on or before the date set forth above, which sum shall be held shall pay to Purchaser in addition to the above use and occupancy the sum	of 10% of said possession escrow per da	y up to and including Ja-	uivession is surrendered to Purchaser	plus any unpaid	
54	use and occupancy to the date possession is surrendered, said amount(s) not limit Purchaser's other legal remedies. Seller and Purchaser hereby a	knowledge that Escrowee will not distr	bute the possession esc	roy	of the Seller and	
55 56	Purchaser. If either Seller or Purchaser objects to the disposition of the pr Circuit Court by the filing of an action in the nature of an Interpleader	ssession escrow, then the narties bereto :	eree that the Escrowee	may denosit " seession escrow with	the Clerk of the	
7	attorney's rees, related to the filing of the interpleader and do hereby agree	e to indemnify and hold Escrowee harm	less from any and all cli	ims and a mands, ir auding the paymen	nt of reasonable	
9	attorney's fees, costs and expenses. 7. Purchaser has received the Residential Real Property Disclosure	Report, Yes/ No, Heat Disclo	sureYes/No,	Lead Paint DiscipareYes/_/N	No, and Zoning .	
0	Certification Yes/ No. 8. DUAL AGENCY CONFIRMATION OF CONSENT: The	undersigned confirm that they ha	ve previously consen	ted to, and hereby r.conf m suc	h consest to.	
13		ensee) acting as a Dual Agent in providi	ng brokerage services on	their behalf and specificallynt'o	Licensee acting	
4	- C.K. Lett.			'.0		
76	Seller(s) initials Purchaser(s) initials Purchaser(s) initials The Real Estate Brokers named below shall be compensated in a	cordance with their agreements with t	heir clients and/or any	offer of compensation made by the List	ting P.o. v in a	
77	multiple listing service in which the listing and Cooperating Broker both 10. It is agreed by and between the parties hereto that their respective	participate.				
79 20	acceptable to the parties. If within 7 RISINESS days after a modifications of their attorneys and written notice thereof is given to expending the statement of	cceptance of the Contract it becomes ev	ident agreement cannot	be reached by the parties hereto regarding	ng the proprised	
1	Purchaser shall be refunded upon joint written direction of both parties to	Escrowee. IN THE ABSENCE OF WRIT	TEN NOTICE WITHIN	THE TIME SPECIFIED HEREIN, TH		
32	SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND TI II. Purchaser's obligation to purchase under the Contract is subject to	he inspection (including any inspection :	for wood boring insects	or mold conditions) by a home inspector	r licensed by the	
34 35	Illinois Office of Banks and Real Estate and approval of the condition of the date of acceptance of this Contract. Purchaser shall indemnify Selle					
36 37	performing such inspection. In the event the condition of the property is approval, and thereupon, Seller's obligation to sell and Purchaser's obliga-					
88	joint written direction of both parties to Escrowee. IN THE ABSENCE Of	WRITTEN NOTICE WITHIN THE TI				
90	BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN 12. THIS CONTRACT IS SUBJECT TO THE PROVISION HERETO AND MAKE A PART HERECE ADDISON OF THE PROVISION OF THE PROPERTY OF THE PROVISION OF THE PROVISION OF THE PROPERTY	APPEARING ON THE REVER	SE SIDE HEREOF	AND THE FOLLOWING RIDERS	S ATTACHED	
91	PURCHASER PART HEREOF, ADD SATURATION OF THE PURCHASER	ADDRESS ~	3/42 S.	UNION AVE		
	KANTAS YEUNG)		HICAGO :	D 60616	77 M 10	
	Print Name (Social Security #) PURCHASER	(City) ADDRESS	(State)	(Zip Code)	(E-Mail)	
	1 (NCCY. (IF	(Cin) C 11.	3/22 S.	(7in Code) 6 5/1/	(E-Mail)	
	Print Name () Print /# (Social Security #) ACCEPTANCE OF CONTRACT BY SELLER	(City) C.H/C	MINUNDED IL	- (m) 000 B.	-	
		cept this contract and agree to perform a	nd convey title or cause t	itle to be conveyed according to the terms	s of this contract.	
	SELLER DADDRESS	P.O. BO	X · 453 S	ikokie IL, 60	277	
	Print Name CATHERANE KANG (Social Security #)	(City)	(State)	(Zip Code)	(E-Mail)	
	SELLER	ADDRESS	W-			
	Print Name (Social Security #)	(City)	(State)	(Zip Code)	(E-Mail)	
	FOR INFORMATIONAL PURPOSES:	n.// n	S. AD/HEE	AVE . 1B		
	Listing Office ACHIEVER REALITY IN C. Soller's Designated Agent Name CARMEN YHAN	Address	25 -3738	E-Mail		
	Cooperating Office <u> </u>	Address				
	Purchaser's Designated Agent Name	Phone		E-Maii		
	MortgageeSoller's Attorney	Purchaser's Att	orney			

PROVISIONS

- 1. Rent, interest on existing mortgage if any, want taxes and other items shall be note earlied to ditt of closing. If property leg in is improved, but last available tax bill is on vacant land, parties hereto agree to reprorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
 - 2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- 3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor. (a) by exhibiting owners duplicate Certificate of Title or a certified copy thereof, if the Premises is in Torrens, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles; and (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance furnished by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to core such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
- 4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
- 5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However, Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money within thirty (30) days after the date of mailing of the Notice. However, Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, it writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispuse of the earnest money as previously indicated by the Escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty (30) any period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the dirate tion of the earnest money, then the purities hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filling of the internet of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money and all claims and demands, including the paym. To reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
- 6. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the 48-hour period immediately prior to closing so verify that such are in working order and that the property is in substantially the same condition, normal wear and lear excepted, as of the date of this Contract.
- 7. If the Premises is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
- 8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the Contract and the date of closing. Seller shall promptly notify Purchaser of such notice.
- 9. If the subject property is located in the City of Chicago, Seiler and Pur haser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the 8 open typoperty.
- 10. At the request of Seller or Purchaser evidenced by notice in writing to the offer party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance into the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, pay nent of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the contrary to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
- 11. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than sin (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or contents as survey, same shall be obtained at Purchaser's expense
- 12. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth hereir, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
 - 13. Right is reserved by either party to insert correct legal description at any time, without notice, when same is variable.
 - 14. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
- 15. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. Luth, event this transaction does not close Purchaser agrees to promptly cause release of same.
- 16. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amended.
- 17. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or 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 designated party in said ordinance.
 - 18. Seller shall remove from Premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purc. aser
 - 19. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear except at
 - 20. Time is of the essence of this contract.
 - 21. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
 - 22. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.
- 23. If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on 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 use and occupancy in paragraph 6 on the front of this Contract the sum of 10% of said possession escrow per day up to and including day possession is surrendered to 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. 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. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.

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ADDENDUM "A"

4227 S. MAPLEWOOD 2926 W. 38TH STREET 3812 S. ALBANY

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V.	losing	Daw.

no later than 15 days from completion of home. (Occupancy permit).

Completion Date:

December 2003

Includes:

one single family home. Per plan.

Contractor responsibility: build single family home per plan and attached specifications, meeting City of Chicago requirements. Builder warrants the building for one year from closing date, (warranty attached). Certificate of Occupancy from City of Chicago will be given at closing.

Property inspections by the buyer during construction must be accompanied by a representative agent of Achiever Realty, Inc.

Brick:

same as 2868 s. Poplar Ave. Chicago.

Carpeting:

choice of colours #72/ CAMEO MIST

Counter Tops:

Formica Laminate, choice of colours

Drywall:

5/8" throughout.

Floor:

solid oak in living room, dining room, and kitchen.

Insulation:

wall- R13, ceiling- R18, and 8" double brick.

Kitchen Cabinets:

oak front, natural stain.

Lighting:

standard lighting fixtures.

Paint:

standard brand - Ultra Hide Antique White on walls, stain on

woodwork -Natural.

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Plumbing:	Kohler Cast Iron Tubs or better brand Mansfield or Kohler Toilet & Sinks or better brand Stainless kitchen sink 40 Gallons hot water tank per house An ejector pump
Heating & Air:	gas forced air furnace (major brand), and included 2 Ton Central Air Unit or higher.
Roofing:	Asphalt shingles, 25 year material warranties.
Tile:	choice from "samples".
Trim:	solid oak.
UPGRADES:	nardwood floor is \$6.00 dollars per square foot , carpet is \$13.00 dollars per square yard .
	Please note: any changes or upgrades will require full payment at the time of the change, these payments are non-refundable. Others: Seller Mill install 4 cable 4 phone line con-
	nection boxes at No charge.

Windows:

Pella Aluminum clad wood windows, and grass blocks.

Additional earnest money:

Earnest money shall be held by Achiever Reactive NC. (escrowee) to be increased to FIVE percent of the purchase price within five business days after foundation completed, and to be increased to total TEN percent of the purchase price within five business days after

roof completion.

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啓東陳生建築裝璜公司

Chicago, IL 60608 Tel: (312) 808-9898 Fax: (312) 808-9983 Home Tel: (312) 842-6172

no 3. mrs. Kunf #T 4227 SMAPLEWOOD #2 2726 W. 38 Th St #3 3812 3, ALBANY

强光生露水大建层环绕.

一局国门等证

(到水党(职犯对象的) County Clert's Office

三次缀见 69月保证

(四) 电 1年1年.

顧客簽名 Cathuriuk へい Just. Signature:

日期 Date: 7 - 2/-

Cust. Signature:

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LEGAL DESCRIPTION

LOT 19 IN JOHN MCCAFFERTY'S SUBDIVISION OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-36-315-015

Cook County Clarks Office Commonly known as: 2926 W. 38th Street, Chicago, Illinois 60632

Return document to: Wallace K. Moy

53 W. Jackson Blvd., Suite 1564

Chicago, Illinois 60604