

UNOFFICIAL COPY

PROPERTY ADDRESS: 2024 W. WALTON
CHICAGO, IL 60622

PIN NUMBER: 17-06-319-029-0000



Doc#: 0411839099
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 04/27/2004 03:40 PM Pg: 1 of 3

LEGAL DESCRIPTION:

LOT 46 IN THE SUBDIVISION OF THE NORTH $\frac{1}{2}$
OF BLOCK 9 IN SUFFERN'S SUBDIVISION,
BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{4}$
OF SECTION 6, TOWNSHIP 39, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

MAIL TO:
OLEKSANDER ROMANETS
1945 W. SUPERIOR, 1ST FL.
CHICAGO, IL 60612

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



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TO: OWNER OF RECORD SELLER DATE: 1.31.04
L/We offer to purchase the property known as 2024 W WALTON ST CHICAGO IL 60622

Lot approximately 24x124 feet, together with improvements thereon.
FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:

- TV. Antenna, Refrigerator, Oven/Range, Microwave, Dishwasher, Garbage disposal, Trash compactor, Window shades, attached shutters, draperies & curtains, hardware & other window treatments, Security system (if not leased), Window shades, attached shutters, draperies & curtains, hardware & other window treatments, Security system (if not leased)
Washer, Dryer, Sump pump, Water softener (if not rental), Wall to wall carpeting, if any, Built-in or attached shelving, Smoke and carbon monoxide detectors, Central air conditioner, Window air conditioner, Electronic air filter, Central humidifier, Ceiling fan, Outdoor Shed, Attached book cases and cabinets, Electronic garage door(s) with remote unit(s), Fireplace screen and equipment, Fireplace gas log, Firewood, Existing storms & screens, Radiator covers, All planted vegetation, Lighting Fixtures

Other items included:
Items excluded:

1. Purchase Price \$ 350,000.00
2. Initial earnest money \$ 2,000.00, in the form of COMPANY CHECK shall be held by Seller (Escrowee) to be increased to 10% of purchase price within 3 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before 3/1/04. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's check or Certified Check or any combination thereof.
(b) Assumption of Existing Mortgage (See Rider 7, if applicable).

(c) Mortgage Contingency - This contract is contingent upon Purchaser securing by (date) a written commitment for a fixed rate or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ (amount) the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed (rate) % per annum, amortized over (years) years, payable monthly, loan fee not to exceed (amount) plus appraisal and credit report fee, if any, if said mortgage has a balloon payment it shall be due no sooner than (years) years. Purchaser shall pay for private mortgage insurance required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment, as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9 or HUD Rider is hereby attached, as applicable.
(d) Purchase Money Note and Trust Deed or Articles of Agreement for Deed (see Rider 10).

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing liens and encumbrances; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2003 and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 7. Seller represents that the 2002 general real estate taxes are \$ TBD. General real estate taxes shall be prorated at 100% of the most recent ascertainable tax bill at closing.

5. Seller shall present to Purchaser a complete copy of all existing leases affecting the property and a rent roll within three (3) days of the date of this contract. Seller represents and warrants that (a) existing leases, if any, are to be assigned to Purchaser at closing and (b) the present monthly gross rental income is \$ (amount).

6. Closing or escrow payout shall be on SEPTEMBER 1, 2004 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at (address).

7. Seller agrees to surrender possession of said premises on or before 1/31/04 per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow - At closing, Seller shall deposit with Escrowee 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 this sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer 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 the other harmless from any and all claims and demands, including the payment of attorney's fees, costs and expenses.

8. Purchaser has received the Heat Disclosure Yes/No, Lead Paint Disclosure Yes/No, and Zoning Certification Yes/No.
9. DUAL AGENCY CONFIRMATION OF CONSENT - The undersigned confirm that they have previously consented to, and hereby reaffirm such consent to, (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

10. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

11. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's compensation and dates, mutually acceptable to the parties. If within 5 BUS days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

12. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) or mold (conditional) by a home inspector licensed by the Illinois Office of Banks and Real Estate and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within (days) days from the date of acceptance of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

13. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

PURCHASER: ALEKSANDER ROMANETS, 1945 W Superior CHICAGO IL 60602

PURCHASER: (Social Security #), (City), (State), (Zip Code), (E-Mail)

ACCEPTANCE OF CONTRACT BY SELLER: This 31 day of January, 2004. I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

SELLER: OLGA MACIUCH, 2024 W. WALTON CHICAGO 60622

SELLER: (Social Security #), (City), (State), (Zip Code), (E-Mail)

FOR INFORMATIONAL PURPOSES: Listing Office, Seller's Designated Agent Name, Cooperating Office, Buyer's Designated Agent Name, Mortgagee, Seller's Attorney, Purchaser's Attorney, Revised 03/03

