

UNOFFICIAL COPY



Doc#: 0418350168  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/01/2004 02:57 PM Pg: 1 of 4

REAL ESTATE SALES CONTRACT  
FOR PURCHASE OF 6026-28 S. PRAIRIE, CHICAGO

PIN #20-15-309-017-0000

Property of Cook County Clerk's Office

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES." MB

MAIL TO:  
NORMAN GOLDMEIER

4 Pgs

UNOFFICIAL COPY



**TO:** OWNER OF PROPERTY SELLER DATE 4-24-03

**1/10/03** I/We offer to purchase the property known as 6026-98 S. PRAIRIE CHICAGO IL 60637

70x150 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 (check or enclosures applicable items):

TV Antenna	Washer	Central air conditioning	Electronic garage door(s)
Refrigerator	Dryer	Window air conditioner(s)	with remote control(s)
Overstaircase	Sump pump	Electronic air filter	Fireplace screen and equipment
Microwave	Water softener (if not vented)	Central humidifier	Fireplace mantel
Dehumidifier	Walk-in/cold storage, if any	Ceiling fan	Painted covers
Ceiling(s) displaced	Outdoor shed	Landscaping services & advice	All planted vegetation
Tankless water heater	Brick and carbon monoxide detectors		

Widow shower, attached shower, graphics & curtains, hardware & other window treatments  
Security system (if not leased)

Other items included:  
Name of agent: \_\_\_\_\_

**1. Purchase Price \$ 60,000.00**

2. Initial earnest money \$ 5,000 in the form of CHECK shall be held by KELLER WILLIAMS REALTY to be returned to Seller on or before 05/03/03. Said initial earnest money shall be returned and this contract shall be void if not a cashed check or cash on or before 05/03/03. If the earnest money is in the form of a check, the earnest money shall be deposited by Seller for the benefit of Purchaser into 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 reimburse 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 adjustments, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):

(a) Cash, Cashier's Check or Certified Check or any combination thereof.  
(b) Assignment of Seller's Mortgage due under 7, if applicable.  
(c) Mortgage Company. This contract is contingent upon Seller's receiving by \_\_\_\_\_ a written commitment for a fixed rate or an adjustable rate mortgage payable to be made by U.S. or Illinois mortgage and loan servicers or lenders for \_\_\_\_\_ years, payable monthly, with the rate to be fixed rate (if adjustable rate mortgage) not to exceed \_\_\_\_\_ % per annum, expiring on \_\_\_\_\_ year, subject to extension. Seller shall pay the private mortgage insurance fee, if any. If said mortgage is not a fixed rate mortgage, it shall be less than or equal to the rate on the adjustable rate mortgage. If the adjustable rate mortgage is not a fixed rate mortgage, it shall be less than or equal to the rate on the adjustable rate mortgage. If Seller shall pay the private mortgage insurance fee, if any, and if Seller has received a written commitment for a fixed rate or an adjustable rate mortgage, Seller shall have the right to cancel this contract by giving written notice to Purchaser within three (3) days of the date of closing. If Seller does not receive a written commitment for a fixed rate or an adjustable rate mortgage, Seller shall have the right to cancel this contract by giving written notice to Purchaser within three (3) days of the date of closing. If Seller does not receive a written commitment for a fixed rate or an adjustable rate mortgage, Seller shall have the right to cancel this contract by giving written notice to Purchaser within three (3) days of the date of closing. If Seller does not receive a written commitment for a fixed rate or an adjustable rate mortgage, Seller shall have the right to cancel this contract by giving written notice to Purchaser within three (3) days of the date of closing.

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 this is in lieu of or in an estate, or As/Deed if Agreement, for such a deed if that portion of paragraph 3(d) is applicable, subject only to the following: if any easements, restrictions, and restrictions of record, public utility easements, existing leases and tenancies, special governmental taxes or sunset covenants for improvements not subject to paragraph 3 and/or 7. General and covenants taxes shall be paid \_\_\_\_\_ % of the most recent assessment less tax due at closing.

5. Seller shall present to Purchaser a complete copy of all existing \_\_\_\_\_ of the property and a recent soil within three (3) days of the date of this contract.

6. Closing or escrow payment shall be on \_\_\_\_\_ provided this sale has been closed.

7. Seller agrees to surrender possession of said premises on or before \_\_\_\_\_ provided this sale has been closed.

(a) Use and Occupancy. At closing, Seller shall pay to Purchaser \_\_\_\_\_ per day for use and occupancy commencing the first day after closing up to and including the date possession is to be transferred or on a cash basis, whichever is shorter. Purchaser shall refund any payments made for use and occupancy beyond the date possession is surrendered.

(b) Possession. At closing, Seller shall deposit with Escrowee designated in paragraph 3 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 \_\_\_\_\_ per cent 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 \_\_\_\_\_ 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, and amount (a) to be paid out of escrow and the balance, if any, to be turned over to Seller and amount of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not disburse the possession amount without the joint written direction of the Seller and Purchaser or their authorized agent. If Seller, Seller or Buyer objects to the disposition of the possession amount then the parties hereto agree that the Escrowee may deposit the possession amount with the Clerk of the Circuit Court of the State of Illinois, in the name of an Interpleader. The parties agree that Escrowee may be reimbursed from the possession amount for all costs, including reasonable attorney's fees, court costs and disbursements, 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 disbursements.

8. Purchaser has received the Best Disclosure, Yes/No, Lead Paint Disclosure, Yes/No, and Lead Air Test Results, Yes/No.

9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING \_\_\_\_\_ IS ATTACHED HERETO AND MADE A PART HEREOF

10. \_\_\_\_\_ DUAL AGENT CONFESSION OF INTEREST. The undersigned declares that they have previously established a \_\_\_\_\_ relationship with a \_\_\_\_\_ as a \_\_\_\_\_ (personal action as a Dual Agent is prohibited under this document).

11. 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 this Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of \_\_\_\_\_ of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within \_\_\_\_\_ days from the date of acceptance of this Contract. Purchaser shall not be bound to purchase if Seller from and against any loss or damage to the property caused by the actual negligence of Seller or Seller's agent or Purchaser or Purchaser's agent performing such inspection. If 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. If the condition of the property is approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval. If the condition of the property is approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval. If the condition of the property is approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval. If the condition of the property is approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval.

13. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING \_\_\_\_\_ IS ATTACHED HERETO AND MADE A PART HEREOF

**PURCHASER:** MAREK SOKOLOWSKI ADDRESS: 499 PARK AVE  
 First Name: MAREK SOKOLOWSKI (Social Security #) \_\_\_\_\_ (City) BLENCOE (State) IL (Zip Code) 60622 (E-Mail) \_\_\_\_\_

**SELLER:** CRONUS PROJECTS LLC, BY \_\_\_\_\_ ADDRESS: 6360 W. 159th STREET  
 First Name: \_\_\_\_\_ (Social Security #) \_\_\_\_\_ (City) \_\_\_\_\_ (State) IL (Zip Code) 60452 (E-Mail) \_\_\_\_\_

**FOR INFORMATIONAL PURPOSES:** Listing Office: KELLER WILLIAMS REALTY ID#11247 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Seller's Designated Agent Name: JOHNNA SOLOMONSKA ID#12624 Address: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Buyer's Designated Agent Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mortgage: \_\_\_\_\_  
 Seller's Attorney: \_\_\_\_\_  
 Purchaser's Attorney: \_\_\_\_\_

## PROVISIONS

UNOFFICIAL COPY

1. Rent, interest on existing mortgage, if any water, sewer, and other taxes shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to report same 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 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 previously listed within this Agreement and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay 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 cure 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-grain, 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. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that a copy of the e-mail notice is also sent by regular mail to the recipient 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 and request the Seller's and Purchaser's written consent to the 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 without the joint written direction of the 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, in 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 dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementioned thirty (30) day 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 on the issue of the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money 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 earnest money 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 arising out of such default claims and demands.

6. Seller represents and warrants 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 to verify that same are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.

7. If this property 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 the 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, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Disclosure for the subject property.

10. At the request of Seller or Purchaser evidenced by notice in writing to the other 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 with 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, payment 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 Broker shall be made a party 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 six (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 extensive 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 herein 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 available.

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. In the 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 provisions of the Real Estate Settlement Procedures Act of 1974, 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 receipt and 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 Purchaser. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.

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 excepted.

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.

EXHIBIT 4  
**UNOFFICIAL COPY**

LOT 13 IN SUBDIVISION OF WEST 1/3 OF LOT 3 IN WILSON HEALD AND STEBBIN'S  
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS. P.I.N. 20-15-309-017.

Property of Cook County Clerk's Office