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Cook County Recorder of Deeds  
Date: 08/18/2004 04:07 PM Pg: 1 of 6

**MEMORANDUM OF REAL ESTATE CONTRACT**

This Memorandum of Real Estate Contract (the "Memorandum") is dated this 16th day of August, 2004, and is made to evidence the existence of that Residential Real Estate Contract (said agreement, together with any Conditions and Stipulations and any Riders thereto are referred to herein collectively as the "Contract") made and entered into between Jose Rojo (Buyer) and Lori Gray (Seller).

The Contract relates to the property commonly known as 1623 S. Lombard, Cicero, Illinois, Cook County, Illinois, as further described on Exhibit A attached hereto.

This Memorandum is made and executed for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect to the terms, covenants and conditions of the Contract. This Memorandum is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Contract.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum the day and year first above written.

  
\_\_\_\_\_  
Attorney at Law

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## EXHIBIT A

### Legal Description of the Property

THE SOUTH 33 FEET OF THE NORTH 96 FEET OF LOT 8 IN BLOCK 4 IN  
MANDELL AND HYMAN'S SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 16-20-304-007-0000

Commonly known as 1623 S. Lombard, Cicero, Illinois 60804

Property of Cook County Clerk's Office

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## REAL ESTATE SALE CONTRACT



Approved by the Chicago Association of REALTORS®

1 PARTIES: OWNER OF RECORD PURCHASER: Jose A. Pojo  
 2 SELLER: 1623 S LOMBARD ADDRESS: 1805 HANLEY AV.  
 3 ADDRESS: CICERO IL 60804 BERWYN IL 60402  
 4

5 Purchaser and Seller are hereinafter sometimes referred to as the "Parties."  
 6 Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions  
 7 herein set forth.

8 DESCRIPTION OF PROPERTY:  
 9 TYPE OF PROPERTY (check one):  Single Family  Condominium  Townhouse  
 10  Multi-Family  Vacant Lot  
 11 STREET ADDRESS: 1623 S. LOMBARD CICERO IL 60804  
 12 (Include "Unit Number" if condominium or townhouse) (CITY) (STATE)  
 13 LOT SIZE: APPROXIMATELY 25 X 125 X X X X FEET.

14 LEGAL DESCRIPTION: The Parties agree that the correct legal description may be attached at any time hereinafter.  
 15 IMPROVED WITH BRICK SINGLE FAMILY HOME / FULL BASEMENT  
 16 together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time  
 17 of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery  
 18 rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except  
 19 rental units), if any; all planted vegetation; ceiling fans, if any, automatic garage door system and all related remote hand-held  
 20 units, if any; and specifically including the following items of personal property now on the premises:  
 21  
 22

23 PRICE AND TERMS:  
 24 PURCHASE PRICE \$ 189,000  
 25 EARNEST MONEY DEPOSIT \$ 1,000  
 26 In the form of (cash), (personal check), (cashier's check) or (judgment note due) \$ 188,000

28 BALANCE DUE AT CLOSING  
 29 FINANCING: CONVENTIONAL SELLER TO GIVE COVER 3% OF SELLING PRICE  
 30 This Contract is contingent upon Purchaser securing within 30 days of acceptance hereof a written mortgage commitment on  
 31 the real estate herein in the amount of \$ 100% LTV or such lesser sum as Purchaser accepts, with interest not to exceed  
 32 CURRENT % per year, to be amortized over 30 years, the combined origination and discount fees for such loan not to exceed  
 33 CURRENT %, plus loan processing fees, if any. Purchaser shall make written application for such loan within ten (10) days from  
 34 date of acceptance of this Contract, shall cooperate with the lender in supplying all necessary information and documentation  
 35 and shall diligently attempt to obtain the mortgage described herein. In the event Purchaser is unable to secure such loan  
 36 commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney. Seller may, at Seller's option, within  
 37 an equal number of additional days, procure for Purchaser such a commitment or notify Purchaser that Seller will accept  
 38 purchase money mortgage upon the same terms. In the event neither Purchaser nor Seller secure such loan commitment  
 39 herein provided within the time allowed, then this Contract shall become null and void and all earnest money shall be returned  
 40 to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delay  
 41 caused thereby shall not constitute a default by Seller. Seller must allow reasonable inspection of the premises by Purchase  
 42 financing agent. Unless a contingent upon sale/closing provision is attached and made part of this Contract, Purchaser  
 43 represents that Purchaser's ability to obtain financing is not subject to the sale, closing, or rental of any other real estate  
 44 Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or rental  
 45 other real estate, and fails to close this transaction as agreed.

46 CLOSING:  
 47 The closing shall be on or before 06/25, 2004 at the office of Purchaser's lender, or TITLE CO.

48 POSSESSION: (Select one applicable option)  
 49 Seller shall deliver possession to Purchaser at closing OR  
 50 Seller shall deliver possession to Purchaser within 5 days from date of closing. Seller agrees to pay Purchaser for use  
 51 occupancy the sum of \$ 50 per day for each day after closing that Seller retains possession. Seller shall be responsible

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52 for heat, utilities and home maintenance expenses during such period, and shall deliver possession of the real estate in the  
 53 same condition as it is in on the date of closing. Should Seller fail to deliver possession to Purchaser as agreed, Seller shall  
 54 pay to Purchaser beginning on the 1st day after closing, the sum of \$ 50 per day until possession is delivered to  
 55 Purchaser and Purchaser shall, in addition to all other remedies, have the immediate right to commence any legal action or  
 56 proceeding calculated to evict and remove Seller from the premises. Seller agrees to waive all notices required by the  
 57 Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession. Seller further  
 58 agrees to reimburse Purchaser for all reasonable attorneys' fees and court costs Purchaser may incur in the enforcement of  
 59 Purchaser's rights pursuant to this provision.

60 Seller shall deposit the sum of \$ 1,500<sup>00</sup> in escrow with ASSIST 2 SLC as Escrowee, at the time of closing, and any monies  
 61 due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser from this deposit and the balance, if any,  
 62 shall be refunded to Seller. Possession shall be deemed delivered to Purchaser when Seller has vacated the premises and  
 63 delivered the keys to Purchaser or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held  
 64 pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

#### 65 TITLE EVIDENCE:

66 Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title  
 67 insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof  
 68 subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single  
 69 family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth  
 70 below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by Purchaser under the terms hereof  
 71 or which Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which  
 72 is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery thereof by Seller for  
 73 such period of delay. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to remove  
 74 such exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove such exceptions or  
 75 obtain additional insurance within the time stated herein, Purchaser may elect to terminate this Contract and all monies paid by  
 76 Purchaser shall be refunded to Purchaser.

#### 77 DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

78 Seller shall convey or cause to be conveyed to Purchaser title to the premises by a recordable general warranty deed with release  
 79 of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Purchaser, or to Purchaser's nominee, subject  
 80 only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a  
 81 residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and  
 82 ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the  
 83 present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f)  
 84 party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and  
 85 condominium declaration, if applicable.

#### 86 PRORATIONS:

87 The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes  
 88 including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water  
 89 taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Proration  
 90 of general taxes shall be on the basis of 105% of the last ascertainable bill. If such bill is based on a partial assessment or on a  
 91 unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment  
 92 information is available from the County Assessor shall be signed at closing by the parties hereto.

#### 93 SURVEY:

94 Seller, at Seller's expense, except for condominiums, shall furnish to Purchaser a current spotted survey (dated not more than  
 95 months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvement  
 96 easements and building lines. The location of all improvements on the subject property shall be within the lot lines and no  
 97 encroach upon any easements or building lines, and such survey shall show no encroachments from adjoining properties. In the  
 98 event such survey discloses encroachments, these encroachments shall be insured by the title company for Purchaser at  
 99 Purchaser's lender at Seller's expense.

#### 100 COMMISSION:

101 Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and buyer representati  
 102 agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's brok  
 103 and Purchaser's broker are identified after the execution section of this Contract.

#### 104 ATTORNEY MODIFICATION:

105 The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modificati  
 106 (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract D  
 107 (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or su  
 108 party's agent, and shall state the specific terms to be modified and the proposed revisions. IN THE ABSENCE OF WRITT  
 109 NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERE  
 110 AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE TH  
 111 MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.

**UNOFFICIAL COPY****112 CLEAN CONDITION:**

113 Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Purchaser and all refuse shall  
114 be removed from the premises at Seller's expense by the possession date.

**115 PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)**

116  Purchaser declines to have a professional property inspection performed, and this Contract shall not be contingent upon such  
117 an inspection,

OR

118  
119 Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have  
120 the subject property and its improvements inspected by a certified home inspection service of Purchaser's choice, and  
121 Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s);  
122 central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural component  
123 consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN  
124 OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND  
125 DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless  
126 from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection.  
127 PURCHASER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY.  
128 The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered minor deficiencies  
129 for the purpose of this paragraph and Purchaser agrees to assume those repairs with no allowance from Seller. Purchaser  
130 within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon  
131 Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of  
132 repair exceeds the limitation set forth herein, and Purchaser shall have the right to request repair of all such deficiencies. In  
133 the event Purchaser makes a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to  
134 Seller. Seller shall, within five (5) business days thereafter, notify Purchaser that (i) Seller will repair such deficiencies; (ii)  
135 Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii)  
136 Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide  
137 credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days  
138 thereafter notify Seller of Purchaser's election to either proceed with the transaction, waiving all home inspection repair  
139 requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Purchaser. The  
140 parties hereto agree that the following items, as accepted by Purchaser "As Is", shall not be made a part of Purchaser's request  
141 for repairs, and shall not be further negotiated:

142 **IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME SPECIFIED**  
143 **HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO LONGER**  
144 **PART OF THIS REAL ESTATE SALE CONTRACT.**

**145 WELL AND SEPTIC TEST: (Select one applicable option)**

146  The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision  
147 inapplicable),

OR

148  
149 The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at Seller's  
150 expense, prior to closing, shall obtain and deliver to Purchaser a water test performed by or acceptable to the county in which  
151 the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance  
152 with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date.  
153 If either of such written tests reports indicate that the water is not potable, that the septic system is not in proper operating  
154 condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the  
155 necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the  
156 necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be  
157 refunded to Purchaser.

**158 FLOOD PLAIN:**

159 Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or  
160 disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard  
161 area which requires Purchaser to obtain flood insurance. This option shall not exist in the event such written notice or disclosure  
162 was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and  
163 Purchaser prior to the Contract Date.

**164 PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:**

165 The earnest money and this Contract shall be held by Asset 2, Sec 14 (Escrowee) for the benefit of the parties hereto, and applied  
166 to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue any legal remedies  
167 available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN**  
168 **PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER.** Absent an agreement relative to the disbursement  
169 of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the  
170 filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related  
171 to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless from any and all  
172 claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

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173 **TERMITE INSPECTION:**

174 Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified to do termite  
175 inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no  
176 visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if  
177 the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of Purchaser's  
178 receipt of the report to proceed with the purchase or declare this Contract null and void. This provision shall not be applicable to condominium  
179 or to newly constructed property having been occupied for less than one year following completion of construction.

180 **GENERAL CONDITIONS AND STIPULATIONS:**

- 181 (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable any lender to issue a commitment  
182 for mortgage or trust deed and to close this sale.
  - 183 (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation  
184 condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
  - 185 (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for  
186 such party. In the event the name and address of Seller or the attorney for Seller is unknown, written notice may be served upon the listing  
187 broker or agent for Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or  
188 attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business  
189 days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
  - 190 (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between Seller and Purchaser, and  
191 there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of  
192 this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
  - 193 (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and  
194 permitted assigns.
  - 195 (f) This Contract is subject to the provisions of Public Act 89-111 known as the Residential Real Property Disclosure Act, the terms of which are  
196 expressly incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document  
197 is accurate as of the Contract Date.
  - 198 (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If an  
199 provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be  
200 enforced with such provision severed or as modified by such court.
  - 201 (h) Prior to closing, Purchaser shall have the right to enter into and make a final inspection of the premises to determine that the premises are  
202 in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract  
203 Date, Seller shall restore the premises to the same condition as it was on the Contract Date, or as called for by the terms of the Contract.
  - 204 (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party  
205 designated in the ordinance of the municipality imposing the tax.
  - 206 (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the  
207 Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
  - 208 (k) If Purchaser or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this  
209 Contract to indicate they are the beneficiaries of such trust in order to guarantee their performance of this Contract and to indicate that they  
210 hold the sole power of direction with regard to such trust.
- 211 This Contract and Riders numbered, \_\_\_\_\_, **RESIDENTIAL REAL PROPERTY DISCLOSURE**  
212 **REPORT** and **LEAD BASED PAINT DISCLOSURE**, unless inapplicable, are attached hereto and incorporated herein, shall be executed  
213 by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to Purchaser.

214 **THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING**

215 PURCHASER(S): Juan A. Rojas

SELLER(S): [Signature]

216 PURCHASER(S): \_\_\_\_\_

SELLER(S): \_\_\_\_\_

217 Date of Offer: 05-06-2004

Date of Acceptance\*: 5-8-04

218 (\*This date shall be inserted only after the parties hereto have agreed to all the terms and conditions of this Contract and is also referred to herein as the Contract Date)

**IDENTITY OF BROKERS AND ATTORNEYS**  
(Please complete when executing the Contract)

219 PURCHASER'S BROKER: CENTURY 21 PRODUCTIONS  
(Company)

SELLER'S BROKER: Assist 2 Sell  
(Company)

220 Telephone: (773) 523-4700

Telephone: 630-243-7400

221 Fax: (773) 890-2320

Fax: 630-243-9363

222 (Designated) or (Dual Agent): (Select one)  
223 ALBERTO MENDEZ  
(Agent's Name)

(Designated) or (Dual Agent): (Select one)  
KATHY VASQUEZ  
(Agent's Name)

224 PURCHASER'S  
225 ATTORNEY: DANIEL RUIZ

SELLER'S  
ATTORNEY: DEAN KLEGNOMER

226 Telephone: (773) 254-7200

Telephone: 815-254-7200

227 Fax: (773) 254-4111

Fax: 815-254-4111