

UNOFFICIAL COPY



Mail to:
Richard A. Hirschenbein
4363 N. Harlem Avenue
Norridge, Illinois 60701

Doc#: 0426145104
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 09/17/2004 11:55 AM Pg: 1 of 9



Property of Cook County Clerk's Office

For Recording Purposes Only

**RESIDENTIAL REAL ESTATE CONTRACT
FOR PROPERTY LOCATED AT:**

Lot 35 in Frank T. Crawford's Subdivision of Block 15 in Lot 35 in Wakeman's Subdivision of the East 1/2 of the Southeast 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-27-430-013-0000

Property address: 7835 S. Langley, Avenue, Chicago, Illinois 60619

Attached hereto is a true and conforming copy of the executed Residential Real Estate Contract entered into by and between Tyrone Robinson, as Seller and Raphael Zagorski, as Purchaser, the acceptance date of which is August 29, 2004 for the property legally described as above.

Prepared by:
Richard A. Hirschenbein, Esq.
4363 North Harlem Avenue
Norridge, Illinois 60706

UNOFFICIAL COPY



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) RAPHAEL ZAGORSKI Seller(s) OWNER OF RECORD
4 (Please Print) (Please Print)

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of 25 x 125 commonly known as: 7835 S. LANGLEY CHICAGO IL 60619
8 Address City State Zip
9 COOK 20274300130000

10 County Unit # (if applicable) Permanent Index Number(s) of Real Estate
11 Condo/Coop/Townhome Parking Space Included: (check type) deeded space; limited common element;
12 assigned; parking space # _____ (insert number)

13 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
14 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
15 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
16 following items of personal property by Bill of Sale at Closing: (Check or enumerate applicable items)

- 17 Refrigerator
- 18 Oven/Range/Stove
- 19 Microwave
- 20 Dishwasher
- 21 Garbage Disposal
- 22 Trash Compactor
- 23 Washer
- 24 Dryer
- 25 Satellite Dish and System
- 26 All Tacked Down Carpeting
- 27 All Window Treatments & Hardware
- 28 Built-in or Attached Shelving
- 29 Smoke Detector(s)
- 30 Ceiling Fan(s)
- 31 TV Antenna System
- 32 Window Air Conditioner(s)
- 33 All Planted Vegetation
- 34 Fireplace Screen(s)/Door(s)/Grate(s)
- 35 Fireplace Gas Logs
- 36 Balading Storms & Screens
- 37 Security System(s) (owned)
- 38 Intercom System
- 39 Central Vac & Equipment
- 40 Electronic Garage Door Opener(s)
- 41 Invisibile Fence System, Collar(s) and Box
- 42 Central Air Conditioning
- 43 Electronic or Media Air Filter
- 44 Central Humidifier
- 45 Sump Pump(s)
- 46 Water Softener (owned)
- 47 Outdoor Shed
- 48 Attached Old Grill
- 49 Light Fixtures, as they exist
- 50 Home Warranty & _____

26 Other items included: _____
27 Items NOT included: _____

28 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
29 condition at possession, except: _____
30 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
31 regardless of age, and does not constitute a threat to health or safety.

32 **4. PURCHASE PRICE:** Purchase Price of \$ 72,000 shall be paid as follows: Initial
33 earnest money of \$ 10,000 by (check), (cash), or (note due on acceptance
34 20) to be increased to a total of \$ _____ by _____, 20. The earnest
35 money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual
36 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire
37 transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title
38 company's check is guaranteed by a licensed title insurance company).

39 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written
40 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
41 Sep 23, 2004 for a conventional (type) loan of \$ 85,000 LTV, or such
42 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if
43 applicable) shall not exceed 5 % per annum, amortized over not less than 30 years. Buyer shall pay loan
44 origination fee and/or discount points not to exceed 2 % of the loan amount. Seller shall pay loan origination fee
45 and/or discount points not to exceed 2 % of the loan amount. Those fees/points committed to by Buyer shall be applied
46 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.
47 (If FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)
48 business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If
49 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to
50 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written
51 direction of the Parties to Escrowee. If written notice is not served within the time specified, Buyer shall be deemed
52 to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided
53 herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A
54 condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the
55 mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,
56 within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller

Buyer Initial [Signature] Buyer Initial [Signature] Seller Initial _____ Seller Initial _____
Address 7835 Langley Chicago IL 60619

UNOFFICIAL COPY

57 will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.
58 In such event, Seller shall notify Buyer within five (5) business days after Buyer's notice of Seller's election to
59 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and shall
60 sign all papers necessary to obtain the mortgage commitment and to close the loan.

61 **6. CLOSING:** Closing or escrow payout shall be on sep 29, 2004, or at such time as
62 mutually agreed upon by the Parties in writing. Closing shall take place at the title company escrow office situated
63 geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.

64 **7. POSSESSION:** Possession shall be deemed to have been delivered when Seller has vacated Real Estate and delivered
65 keys to Real Estate to Buyer or to Listing Office. Seller shall deliver possession to Buyer at the time of Closing.

66 **8. RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing
67 this Contract, Buyer [check one] has has not received a completed Illinois Residential Real Property Disclosure
68 Report; [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home";
69 [check one] has has not received a Lead-Based Paint Disclosure.

70 **9. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, utilities,
71 water and sewer, and homeowner or condominium association fees. Seller represents that as of the Date of Acceptance
72 Homeowner Association/Condominium fees are \$ _____ per _____. Seller agrees to pay prior to or
73 at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general
74 Real Estate taxes shall be prorated as of the date of Closing based on 110 % of the most recent ascertainable full
75 year tax bill. All prorations shall be final as of Closing, except as provided in paragraph 17. If the amount of the most
76 recent ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has submitted or will submit
77 in a timely manner all necessary documentation to the Assessor's Office, before or after Closing, to preserve said
78 exemption(s). Accumulated reserves of a Homeowner/Condominium Association are not a proratable item.

79 **10. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and
80 initiated by the Parties which are contained on the succeeding pages and the following attachments, if any:
81 _____

82 **11. PROFESSIONAL INSPECTIONS:** Buyer may secure at Buyer's expense (unless otherwise provided by
83 governmental regulations) a home, radon, environmental, lead-based paint and/or lead-based paint hazards (unless
84 separately waived), and/or wood insect infestation inspection(s) of said Real Estate by one or more licensed or certified
85 inspection service(s). Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the
86 inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within five
87 (5) business days (ten (10) calendar days for a lead-based paint and/or lead-based paint hazard inspection) after Date of
88 Acceptance. If written notice is not served within the time specified, this provision shall be deemed waived by
89 Parties and this Contract shall remain in full force and effect. If within ten (10) business days after Date of
90 Acceptance, written agreement cannot be reached by the Parties with respect to resolution of inspection issues, then
91 either Party may terminate this Contract by written notice to the other Party and this Contract shall be null and void
92 and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. The home inspection shall
93 cover only major components of the Real Estate, including but not limited to, central heating system(s), central cooling
94 system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings, floors, appliances and
95 foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is
96 intended, regardless of age, and does not constitute a threat to health or safety. Buyer shall indemnify Seller and hold
97 Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing
98 any inspection(s). Buyer agrees minor repairs and routine maintenance items are not a part of this contingency.

99 **12. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications
100 to this Contract, other than stated Purchase Price, within five (5) business days after the Date of Acceptance.
101 Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of
102 disapproval or proposed modification(s) by any Party shall be in writing. If within ten (10) business days after Date of
103 Acceptance written agreement on proposed modification(s) cannot be reached by the Parties, this Contract shall be
104 null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written
105 notice is not served within the time specified, this provision shall be deemed waived by the Parties and this
106 Contract shall remain in full force and effect.

107 **13. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing, except where the subject property is a
108 condominium (see Paragraph 27) Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey dated
109 not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional Land Surveyor, showing...

AD Buyer Initial TL Buyer Initial Seller Initial Seller Initial
Address 1835 S. Maple Chicago IL 60619

UNOFFICIAL COPY



110 any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all
111 buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the
112 survey to be provided shall be a boundary survey conforming to the current requirements of the Illinois Department of
113 Professional Regulation. The survey shall show all corners staked and flagged or otherwise monumented. The survey
114 shall have the following statement prominently appearing near the professional land surveyor seal and signature: "This
115 professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection,
116 as defined, is not a boundary survey, and does not satisfy the necessary requirements.

117 **14. NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party
118 or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the
119 following manner:


- 120 (a) By personal delivery of such notice; or
- 121 (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt
122 requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of
123 mailing; or
- 124 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission,
125 provided that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00
126 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time
127 of notice is the first hour of the first business day after transmission; or
- 128 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided
129 that the notice transmitted shall be sent on business days during business hours (8:00 A.M. to 6:00 P.M. Chicago
130 Time), and provided further that the recipient provides written acknowledgment to the sender of receipt of the
131 transmission (by e-mail, facsimile, or by regular mail). In the event e-mail notice is transmitted during non-
132 business hours, the effective date and time of notice is the first hour of the first business day after transmission.

133 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantees good and
134 merchantable title to the Real Estate by reasonable general Warranty Deed, with release of homestead rights, (or the
135 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
136 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: general
137 real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions of record, building
138 lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate.

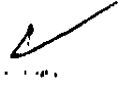
139 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
140 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
141 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title
142 company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract,
143 subject only to items listed in Paragraph 15. The requirement of providing extended coverage shall not apply if the Real
144 Estate is vacant land. The commitment for title insurance furnished by Seller will be conclusive evidence of good and
145 merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses
146 unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller
147 shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage
148 that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title
149 insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase
150 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of
151 Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance
152 Policy.

153 **17. REAL ESTATE PROPERTY TAX ESCROW:** In the event the Real Estate is improved, but has not been
154 previously taxed for the entire year as currently improved, the sum of three (3) percent of the Purchase Price shall be
155 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and
156 paid at Closing. When the exact amount of the taxes prorated under this Contract can be ascertained, the taxes shall be
157 prorated by the Seller's attorney at the request of either Party, and the Seller's share of such tax liability after reparation
158 shall be paid to the Buyer from the escrow funds and the balance, if any, shall be paid to the Seller. If the Seller's
159 obligation after such reparation exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly
160 upon demand.

161 **18. PERFORMANCE:** Time is of the essence of this Contract. In the event of default by Seller or Buyer, the Parties
162 are free to pursue any legal remedies at law or in equity. The prevailing Party in litigation shall be entitled to collect


Buyer Initial
Buyer Initial *JL*
Seller Initial
Seller Initial
 Address 1835 Campbell Ave Chicago IL 60619
Page 3 of 8

UNOFFICIAL COPY



163 reasonable attorney fees and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be
164 no disbursement of earnest money unless Escrowee has been provided written agreement from Seller and Buyer. Absent
165 an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit
166 funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be
167 reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the
168 interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims
169 and demands arising under this paragraph.

170 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be
171 destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall
172 have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as
173 damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage,
174 which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged
175 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable
176 to this Contract, except as modified in this paragraph.

177 **20. SELLER REPRESENTATIONS:** Seller represents that he has not received written notice from any Governmental
178 body or Homeowner Association of (a) zoning, building, fire or health code violations that have not been corrected; (b)
179 any pending rezoning, or (c) a proposed or confirmed special assessment and /or special service area affecting the Real
180 Estate. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement
181 not shown by the public records, any hazardous waste on the Real Estate or any improvements for which the required
182 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not
183 included in full in the determination of the most recent real estate tax assessment, or which are eligible for home
184 improvement tax exemption.

185 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
186 condition. All refuse and personal property which is not to be conveyed to Buyer shall be removed from the Real Estate at
187 Seller's expense before possession. Buyer shall have the right to inspect the Real Estate, fixtures and personal property
188 prior to possession to verify that the Real Estate, improvements and included personal property are in substantially the
189 same condition as of the Date of Acceptance of this Contract, normal wear and tear excepted.

190 **22. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable
191 sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

192 **23. ESCROW CLOSING:** At the election of either Party, not less than five (5) business days prior to the Closing, this
193 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
194 of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted
195 in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the
196 Party requesting the escrow.

197 **24. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

198 **25. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this
199 Contract.

200 **26. BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.

201 **27. CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be
202 contrary to other terms of this Contract, shall supersede any conflicting terms.

203 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of
204 the Declaration of Condominium and all amendments; public and utility easements including any easements
205 established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and
206 agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the
207 date of Closing of general assessments established pursuant to the Declaration of Condominium.

208 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
209 assessments confirmed prior to the Date of Acceptance.

210 (c) Buyer has, within five (5) business days from the Date of Acceptance of this Contract, the right to demand from
211 Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition
212 that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-
213 emptive rights of purchase created by the Declaration of Condominium within the time established by the
214 Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional
215 documentation, Buyer agrees to comply with same.

Buyer Initial TD Buyer Initial TH Seller Initial CS Seller Initial U
Address 1835 Oakley Chicago IL 60619

UNOFFICIAL COPY

216 (d) In the event the documents and information provided by the Seller to the Buyer disclose that the existing
 217 improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions
 218 contained within the documents would unreasonably restrict Buyer's use of the premises or would increase the
 219 financial considerations which Buyer would have to extend in connection with the owning of the condominium,
 220 then Buyer may declare this Contract null and void by giving Seller written notice within five (5) business days
 221 after the receipt of the documents and information required by Paragraph 27 (c), listing those deficiencies which
 222 are unacceptable to Buyer, and thereupon all earnest money deposited by Buyer shall be returned to Buyer upon
 223 written direction of Parties to escrowee. If written notice is not served within the time specified, Buyer shall
 224 be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

225 (e) Seller shall not be obligated to provide a condominium survey.

226 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee) as insured.

227 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the
 228 Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are
 229 subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

231 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

232 **29. SALE OF BUYER'S REAL ESTATE**

234 (initials)

235 (A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

- 236 (1) Buyer owns real estate currently located at (address): _____
- 237 (2) Buyer (check one) has has not entered into a contract to sell his real estate. If Buyer has entered into a contract to sell
 238 his real estate:
 239 (a) Buyer's sale contract (check one): is is not subject to a mortgage contingency.
 240 (b) Buyer's sale contract (check one): is is not subject to a real estate sale contingency.
 241 (c) Buyer's sale contract (check one): is is not subject to a real estate closing contingency.
- 242 (3) Buyer (check one) has has not listed his real estate for sale with a licensed real estate broker and in a local multiple
 243 listing service.
- 244 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service,
 245 Buyer: (check one)
 246 (a) Shall list his real estate for sale with a licensed real estate broker who will place it in a local multiple
 247 listing service within five (5) business days after the Date of Acceptance of this Contract.
 248 For information only: Broker: _____
 249 Broker's Address: _____ Phone: _____
 250 (b) Does not intend to list his real estate for sale.

251 (5) Buyer authorizes Seller or his agent to verify representations contained in Paragraph 29 at any time, and Buyer agrees to
 252 cooperate in providing relevant information.

253 (B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE

- 254 (1) This Contract is contingent upon Buyer having a contract for the sale of Buyer's real estate in full force and effect as of
 255 _____, 20____. Such contract shall provide for a closing date not later (and no closing date set forth in
 256 this Contract. If written notice of failure to procure such contract is not served within the time specified, Buyer shall
 257 be deemed to have waived this contingency and this Contract shall remain in full force and effect. (If this paragraph
 258 is used, then the following paragraph must be completed.)
- 259 (2) In the event the Buyer has procured a contract for the sale of Buyer's real estate as set forth in Paragraph 29 (B) (1) and that
 260 contract is in full force and effect or has entered into a contract for sale of Buyer's real estate prior to the execution of this
 261 Contract, this Contract is contingent upon Buyer Closing the sale of Buyer's real estate on or before
 262 _____, 20____. If written notice is not served within the time specified, Buyer shall be
 263 deemed to have waived all contingencies contained in this Paragraph 29, and this Contract shall remain in full force
 264 and effect.
- 265 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 29 (B) (1)
 266 (or after the date of this Contract if no date is set forth in Paragraph 29 (B) (1)), Buyer shall, within three (3) business days
 267 of such termination, notify Seller of said termination. Unless Buyer, as part of said notice, waives all contingencies in
 268 Paragraph 29 and complies with Paragraph 29 (D), this Contract shall be null and void as of the date of notice and earnest
 269 money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice as required by this
 270 subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

271 (C) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency Seller
 272 has the right to continue to show the Real Estate and offer it for sale subject to the following:

Buyer Initial BS Seller Initial TL
 Address 1335 Campbell Chicago IL 60619
 Seller Initial _____
 Seller Initial _____

UNOFFICIAL COPY

273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331

(1) If Seller accepts another bona fide offer to purchase the Real Estate during such period, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such notice to waive the contingencies set forth in Paragraph 29 (B), subject to Paragraph 29 (D).

(2) If Buyer complies with the provisions of Paragraph 29 (D) then this Contract shall remain in full force and effect.

(3) If the contingencies set forth in Paragraph 29 (B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.

(D) WAIVER OF PARAGRAPH 29 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 29 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum of \$ _____. Earnest money within the time specified. If Buyer fails to deposit the additional earnest money within the time specified the waiver shall be deemed ineffective and this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee.

(E) NOTICE (FOR THIS CONTINGENCY ONLY): Except as otherwise provided above, notice required under this Paragraph 29 shall be in writing and shall be served on the Party. Courtesy copies of notice should be sent to the respective attorneys and real estate agents, if any. Failure to provide such courtesy copies shall not render notice invalid. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given to the Party in the following manner:

- (1) By personal delivery of such notice effective at the time and date of personal delivery; or
- (2) By mailing of such notice to the addresses recited herein by regular mail and by certified mail. Notice served by regular mail and certified mail shall be effective of 10:00 A.M. on the morning of the second day following deposit of notice in the U.S. Mail; or
- (3) By facsimile to a Party (notice shall be effective at the time and date the sending Party receives a receipted copy of the notice from the receiving Party).

30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract this Contract shall be subject to written cancellation of the prior contract on or before _____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

31. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. The Party shall be responsible for any administrative fee (not to exceed \$75) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) business days prior to the anticipated Closing date.

32. POST-CLOSING POSSESSION: In the event possession is not to be delivered at Closing, the Parties shall enter into a post Closing possession agreement that shall provide, among other things, that possession will be delivered no later than 11:59 P.M. on _____, 20____, provided sale has been closed. Seller agrees to pay at Closing the sum of \$ _____ per day to Buyer for use and occupancy from and including the day after Closing to and including the possession date specified above, regardless of whether possession is delivered prior to the possession date. In the event possession is not delivered at Closing, Seller shall deposit in escrow at Closing with Title Company, Lending Company or other escrowee as agreed to by the Parties and escrowee by separate check, the sum of one percent (1%) of the Purchase Price to guarantee that possession of the Real Estate shall be delivered to Buyer on or before the date and time specified in this Contract. If possession is so delivered, the escrow fund shall be paid to Seller. If possession is not so delivered, the designated escrowee shall pay to Buyer from the escrow funds the sum of one fifth (1/5th) of the deposit for each day possession is withheld from Buyer after such specified date and time, and shall pay the balance of the escrow fund, if any, to Seller. In the event that possession is not delivered to Buyer within five (5) calendar days after the date specified herein, Seller shall continue to be liable to Buyer for a sum of money equal to one fifth (1/5th) of the possession escrow sum specified herein for each day possession is so withheld from Buyer, without prejudice to any other rights or remedies available to Buyer. If within ten (10) business days after Date of Acceptance written agreement on a post Closing possession agreement cannot be reached by the Parties, this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

33. WELL ANIMOR SEPTIC/SANITARY INSPECTIONS: Seller shall obtain, at Seller's expense, a well water test (including nitrate test) and/or a septic/sanitary report from the applicable governmental authority or qualified inspection service each dated not more than ninety (90) days prior to Closing, stating that the well and the water supplied therefrom and the septic/sanitary system are in compliance with applicable health regulations. Seller shall deliver a copy of the report to Buyer not less than fourteen (14) days prior to Closing. If either system is found not to be in compliance with applicable health regulations, and in

Buyer Initial _____ Seller Initial _____
 Address 1835 Jandy _____ Seller Initial _____

UNOFFICIAL COPY

332 the event that within five (5) business days after receipt of such report(s), written agreement cannot be reached by the Parties with
333 respect to the resolution of well and/or septic/sanitary issues, then either Party may terminate this Contract by written notice to the
334 other Party and this Contract shall be null and void and earnest money refunded to Buyer upon written direction of the
335 Parties to Escrowee.

336 **34. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
337 _____ (Licensee) acting as a Dual Agent in providing brokerage services
338 on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

340 **35. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate and personal property in its
341 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the
342 condition of the Real Estate and personal property have been made by Seller or Seller's Agent other than those known defects, if
343 any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the property available
344 to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
345 caused by the acts or negligence of Buyer or any person performing any inspection(s). In the event the inspection reveals that the
346 condition of the improvements, fixtures or personal property to be conveyed or transferred is unacceptable to Buyer and Buyer so
347 notifies Seller within five (5) business days after the Date of Acceptance, this Contract shall be null and void and earnest money
348 shall be refunded to Buyer upon the written direction of the Parties to Escrowee. Failure of Buyer to notify Seller or to conduct
349 said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in
350 full force and effect. Buyer acknowledges the provisions of Paragraph 11 and the warranty provisions of Paragraph 3 do not apply to
351 this Contract.


353 **36. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall be applicable: Buyer
354 may terminate this Contract if the Purchase Price set forth herein exceeds the appraised value of the Real Estate, as determined by
355 the Veterans Administration (VA) or the Federal Housing Administration (FHA). However, Buyer shall have the option of
356 proceeding with this Contract without regard to the amount of the appraised valuation. If VA, the Funding Fee, or if FHA, the
357 Mortgage Insurance Premium (MIP) shall be paid by Buyer and (check one) shall shall not be added to the mortgage loan
358 amount. Seller agrees to pay additional miscellaneous expenses required by lender not to exceed \$200.00.
359 Required FHA or VA amendments shall be attached to this Contract.

360 It is expressly agreed that notwithstanding any other provisions of this Contract, the Buyer shall not be obligated to complete the
361 purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the
362 Buyer has been given, in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner
363 setting forth the appraised value of the property (excluding Closing costs) of not less than \$_____.
364 Buyer shall have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the
365 appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and
366 Urban Development will insure/guarantee. HUD and the mortgagee do not warrant the value nor the condition of the property.
367 Buyer should satisfy himself that the price and condition of the property are acceptable.

368 **37. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for interim
369 financing on or before _____, 20____, in the amount of \$_____. If Buyer is unable to secure the
370 interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be null and void and
371 earnest money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the
372 time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

373 **38. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering
374 into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either
375 Party may deem necessary, providing for one or more of the following: (check applicable box(es))
376 ASSUMPTION OF SELLER'S MORTGAGE
377 ARTICLES OF AGREEMENT FOR DEED OR PURCHASE MONEY MORTGAGE
378 VACANT LAND
379 NEW CONSTRUCTION

380 **39. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by
381 _____ Buyer's specified party,
382 within five (5) calendar days after the Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate
383 and written notice is given to Seller within the time specified, this Contract shall be null and void and earnest money refunded
384 to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this
385 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

386
387
388
389
 Buyer Initial _____ Seller Initial _____
Address _____ Buyer Initial TJL Seller Initial _____
1835 Saunpley Chicago IL 60619

UNOFFICIAL COPY

390 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
391 PARTIES AND DELIVERED

392 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
393 Real Estate Contract 3.0.

394 AUG 27 2004 8-29 2004
395 Date of Offer DATE OF ACCEPTANCE

396
397 Buyer Signature: [Signature] Seller Signature: [Signature]

398
399 Buyer Signature: RAPHAEL ZAGORSKI Seller Signature: [Signature]
400 Print Buyer(s) Name(s) Print Seller(s) Name(s)

401
402 Address 1835 LAUREL
403 Address

404
405 City CHICAGO IL State IL Zip 60619
406 City State Zip

407 Phone Number(s) Email
408
409 Re: Man. City FOR INFORMATION ONLY

410 Selling Office: K. Ruzo / U. Gawin MLS # Listing Office: R. SCOTT BEATTY
411 K. Ruzo / U. Gawin MLS # Listing Office: MARK RICKS MLS #

412 Selling Agent: 3316 Milwaukee Chicago MLS # Email Listing Agent: MARK RICKS MLS # Email
413 3316 Milwaukee Chicago MLS # Email Listing Agent: MARK RICKS MLS # Email

414 Address: 123-957-1111 City ST Zip 957-1111
415 Address City ST Zip

416 Phone No. Richard H. Schreiber Fax No. 773-933-9147 Fax No. 933-9147
417 Richard H. Schreiber Fax No. 773-933-9147 Fax No. 933-9147

418 Buyer's Attorney: 108-457-0301 Email 457-0090 Seller's Attorney: Robert Coleman Email
419 108-457-0301 Email 457-0090 Seller's Attorney: Robert Coleman Email

420 Address: 312-360-1813 / 360-1749
421 Address

422 Phone No. NEWS FARGO Fax No. JAVIER Fax No. 773-842-4975
423 NEWS FARGO Fax No. JAVIER Fax No. 773-842-4975

424 Mortgage Company: NEWS FARGO Fax No. JAVIER Fax No. 773-842-4975
425 Mortgage Company Fax No. Phone No.

426 ©2003, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorised duplication or alteration of this
427 form or any portion thereof is prohibited.
428 Official form available at www.rcallaw.org (web site of Illinois Real Estate Lawyers Association).
429 Approved by the following organizations January, 2003.

430 Illinois Real Estate Lawyers Association, Belvidere Board of REALTORS®, Boone County Bar Association, Chicago
431 Association of REALTORS®, Du Page County Bar Association, Kane County Bar Association, Lake County Bar
432 Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®,
433 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,
434 REALTOR® Association of the Fox Valley, REALTOR® Association of West/South Suburban Chicagoland, West
435 Towns Board of REALTORS®

436
437 This offer was presented to Seller by MARK RICKS on 8-29-2004 at 12:00 AM/PM
438 (Agent) (date)

439 This offer is rejected _____
440 (Seller initials) (Seller initials) (date)

12 Buyer Initial

Address 1835 Laurel Chicago IL 60619