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**MAIL TO:**

Terrapin Law Group.  
217 North Jefferson St.  
5<sup>th</sup> Floor  
Chicago, IL 60661

Doc#: 0429432046  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 10/20/2004 12:04 PM Pg: 1 of 5

## REAL ESTATE CONTRACT

ATTACHED HERETO IS THE CONTRACT FOR THE PURCHASE OF

3967 S. Drexel, Chicago, IL 60653

Entered into the 23<sup>rd</sup> day of July, 2004, by and between Lena Enterprises (Seller) and Sandra Dyer (Buyer). The property which is the subject of this Contract is described as follows:

LOT 3 AND LOT 4 (EXCEPT THE WESTERLY 98 FEET AND THE SOUTHERLY 16.10 FEET OF THE WESTERLY <8.00 FEET OF THE EASTERLY 27.00 FEET AND THE SOUTHEASTERLY 3.10 FEET OF THE WESTERLY 125 FEET THEREOF) IN CLEAVERS SUBDIVISIONS OF LOTS 5, 6, 7 AND 8 (EXCEPT THE NORTHERLY 16 FEET OF SAID LOT 8) IN FREER'S SUBDIVISION OF BLOCK 6 OF CLEAVERVILLE IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 20-02-102-006-0000  
20-02-102-007-0000

Michael Kriman,  
Attorney for Buyer

Prepared by: Terrapin Law Group, 217 North Jefferson St., 5<sup>th</sup> Floor, Chicago, IL 60661.

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KEITH E DAVIS

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REAL ESTATE CONTRACT  
FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND  
FORM APPROVED BY THE SOUTHWEST ASSOCIATION OF REALTORS®



SELLER: LENA ENTERPRISES  
ADDRESS: 3967 S. DREXEL IL 60653  
(CITY) (STATE) (ZIP)  
BUYER: Sandra DYER  
ADDRESS: 809 E 40th Chicago IL 60653  
(CITY) (STATE) (ZIP)

- SINGLE FAMILY
- MULTI-FAMILY
- TOWNHOUSE
- CONDOMINIUM
- VACANT LOT (Check One)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.  
DESCRIPTION (F.P. PROPERTY: LEGAL DESCRIPTION (Permission to attach hereto at any time hereafter)  
STREET ADDRESS: 3967 S. DREXEL Chicago IL 60653  
(Include "Unit Number" if condominium or townhouse) (CITY) (STATE)  
LOT SIZE APPROXIMATELY: PER SURVEY AND 5 DEGEDD FEET.  
IMPROVED WITH: Parking spaces from 3967 S. DREXEL  
together with all appurtenances attached to and deemed a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioning, if any; attached outside aircon, if any; well or spring (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any. Specifically including the following items of personal property now on the premises:

PRICE AND TERMS:  
PURCHASE PRICE: \_\_\_\_\_  
EARNEST MONEY DEPOSIT: 650,000  
in the form of (cash), (personal check), (cashier's check) or (judgment note due) Not Refundable  
BALANCE DUE AT CLOSING: \_\_\_\_\_  
50,000  
600,000

FINANCING:  
This Contract is contingent upon Buyer securing within N/A days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ N/A or such lesser sum as Buyer accepts, with interest not to exceed N/A % per year, to be amortized over N/A years, the combined origination and discount fees for such loan not to exceed N/A \$, plus loan processing fee, if any. Buyer shall make information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, Buyer shall provide written notice of same to Seller or Seller's attorney. Seller may, at his option, within an equal number of additional days, procure for Buyer such a commitment or notify Buyer that Seller will accept a purchase money mortgage upon the same terms. In the event neither Buyer nor Seller secure such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest money shall be returned to Buyer. Buyer shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delays caused thereby shall not constitute a default by the Seller. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon obtaining provision is attached and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:  
The closing shall be on or before SEPT. 23, 2004 at the office of Buyer's lender, or Tithe Company

POSSESSION: (Select one applicable option)  
 Seller shall deliver possession to the Buyer at closing. OR  
 Seller shall deliver possession to Buyer within \_\_\_\_\_ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ \_\_\_\_\_ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance

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expenses during said period, and shall deliver possession of the real estate in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the N/A day after closing, the sum of \$ N/A per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forfeiture Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession. Seller further agrees to reimburse Buyer for all reasonable attorneys' fees and court costs Buyer may incur in the enforcement of his rights pursuant to this provision.

Seller shall deposit the sum of \$ N/A in escrow with N/A, as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.

### TITLE EVIDENCE:

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

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

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

### PRORATIONS:

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

### SURVEY:

Seller at his expense, except for condominiums, shall furnish to Buyer a current spotted survey (not more than 6 months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easement or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, these encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense.

### COMMISSION:

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker and Buyer's broker are identified on page four (4) of this Contract.

### ATTORNEY MODIFICATION:

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

### CLEAN CONDITION:

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

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### PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)

Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection,  
OR

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

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

### WELL AND SEPTIC TEST: (Select one applicable option)

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

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

### FLOOD PLAIN:

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

R.N. 7/23/04

### PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:

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

### TERMITE INSPECTION:

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite 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 visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

### GENERAL CONDITIONS AND STIPULATIONS:

(a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.

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- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- (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 such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and permitted assigns.
- (f) This Contract is subject to the provisions of Public Act 09-111 known as the Residential Real Property Disclosure Act, the terms of which are expressly incorporated herein and made a part of this Contract. The Seller represents that the information contained in the disclosure document is accurate as of the contract date.
- (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (h) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of this Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the 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.
- (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 designated in the ordinance of the municipality imposing the tax.
- (j) If the improvements on the property are destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (k) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of said trust in order to guarantee their performance of this Contract and to indicate that they hold the sole power of direction with regard to said trust.

This Contract and Riders numbered \_\_\_\_\_, RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer.

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

BUYER(S): Jared A. [Signature]

BUYER(S): \_\_\_\_\_

Date of Offer: \_\_\_\_\_

SELLER(S): Lo No Enterprises

SELLER(S): Thyler Dash

Date of Acceptance: \_\_\_\_\_

(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)

BUYER'S BROKER: \_\_\_\_\_  
(Company)

SELLER'S BROKER: \_\_\_\_\_  
(Company)

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

(Designated) or (Dual Agent): (Select one)

(Designated) or (Dual Agent): (Select one)

(Agent's Name)

(Agent's Name)

BUYER'S ATTORNEY: \_\_\_\_\_

SELLER'S ATTORNEY: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_