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Eugene "Gene" Moore Fee: \$46.00
Cook County Recorder of Deeds
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CHICAGO ASSOCIATION OF REALTORS/MLS REAL ESTATE SALE CONTRACT—APARTMENTS/INVESTMENT



1 TO: TITLE HOLDER OF RECORD SELLER DATE: _____
2 I/We offer to purchase the property known as 5127 W 30ST CICERO IL 60804 (Address) (City) (State) (Zip)

3 Lot approximately PER SURVEY met, together with improvements thereon. 6 APARTMENT BUILDING
4 FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:
5 (check or enumerate applicable items)

- | | | | |
|---|-------------------------------------|---------------------------|--------------------------------|
| 7 T.V. Antenna | Washer | Central air conditioner | Electronic garage door(s) |
| 8 Refrigerator | Dryer | Window air conditioner(s) | with remote units(s) |
| 9 Oven/Range | Sump pump | Electronic air filter | Fireplace screen and equipment |
| 10 Microwave | Water softener (if not rental) | Central humidifier | Fireplace gas log |
| 11 Dishwasher | Wall to wall carpeting, if any | Ceiling fan | Radiator covers |
| 12 Garbage disposal | Outdoor Shed | Existing storms & screens | All planted vegetation |
| 13 Trash compactor | Smoke and carbon monoxide detectors | | |
| 14 Window shades, attached shutters, draperies & curtains, hardware & other window treatments | | | |
| 15 Security system (if not leased) | | | |

16 Other items included: _____
17 Items excluded: _____

18 1. Purchase Price \$ 187,500
19 2. Initial earnest money \$ 5,000 in the form of CHECK shall be held by BUYERS ATT (Escrowee) to be
20 increased to 10% of purchase price within _____ days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not a
21 cepted by Seller on or before _____ If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
22 Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable to Purchaser at
23 closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original
24 of this contract shall be held by Listing Broker.

25 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
26 (a) Cash, Cashier's check or Certified Check or any combination thereof. THIS CONTRACT SUBJECT TO CLOSING
27 (b) Assumption of Existing Mortgage (See Rider 9, if applicable). PROPERTY 5129 W 30ST, CICERO IL
28 (c) Mortgage Contingency. This contract is contingent upon Purchaser securing by _____ (date) a written commitment for a loan from or an

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

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

41 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or
42 other appropriate deed if title is in trust or in an estate), or Article of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if
43 any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not
44 yet completed; unperfected special governmental taxes or assessments; general real estate taxes for the year 2004 and subsequent years; the mortgage or trust deed set
45 forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 120% of the most recent ascertainable tax bill at closing.
46 5. Seller shall present to Purchaser a complete copy of all existing leases affecting the property and a rent roll within three (3) days of the date of this contract.
47 6. Closing or escrow payout shall be on 1-15-05 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted
48 by Purchaser, at the office of Purchaser's mortgagee or at TITLE COMPANY, provided this sale has been closed.

49 7. Seller agrees to surrender possession of said premises on or before CLOSING, provided this sale has been closed.
50 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy commencing the first day after closing up to and
51 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the
52 date possession is surrendered.

53 (b) Possession Escrow. At closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on
54 or before the date set forth above, which sum shall be held from the net proceeds of the sale in Escrowee form of receipt. If Seller does not surrender possession as above, Seller
55 shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Seller and
56 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and
57 acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession
58 escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the
59 parties hereto agree that the Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties
60 agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree
61 to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.
62 8. Purchaser has received the Heat Disclosure Yes/No, Lead Paint Disclosure Yes/No, and Zoning Certification Yes/No.

63 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF
64

65 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such consent to,
66 (Licensee) acting as a Dual Agent in providing brokerage services on the behalf and specifically consent to Licensee acting as a
67 Dual Agent in regard to the transaction referred to in this document.

68 Seller's initials _____ Buyer's initials _____
69 The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing
70 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

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

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

84 14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A
85 PART HEREOF

86 PURCHASER MEMBER ADDRESS _____
BARBARA PROPERTIES LLC (City) (State) (Zip Code) (E-Mail)

PURCHASER ADDRESS _____
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

ACCEPTANCE OF CONTRACT BY SELLER
This _____ day of _____, 20____ I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this
contract.

SELLER EUGENE MOORE ADDRESS 3307 S. CLARENCE
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

SELLER Eugene Moore ADDRESS BERWYN, ILL.
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

FOR INFORMATIONAL PURPOSES:
Listing Office _____ Address _____
Seller's Designated Agent Name _____ Phone _____ E-Mail _____

Cooperating Office _____ Address _____
Buyer's Designated Agent Name _____ Phone _____ E-Mail _____

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Property Address: 5127 W. 30TH ST., Cicero

Pin: 16-28-425-030-0000

Legal Description:

LOTS 15, 14, AND THE WEST 2.87 FEET OF LOT 13 IN BLOCK 1 OF JNO. CUDAHY'S SECOND ADDITION TO CHICAGO, A RESUBDIVISION OF BLOCK 19 IN HAWTHORNE'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, AND THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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