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FROM : STARUCK

FAX NO. : 7734892219

773.8

Feb 05 05 07:04p

Eric Newman

Doc#: 0506944014

Eugene "Gene" Moore Fee: \$66.50

Cook County Recorder of Deeds

Date: 03/10/2005 02:08 PM Pg: 1 of 7

CHICAGO ASSOCIATION OF REALTORS/MLS REAL ESTATE SALE CONTRACT—RESIDENTIAL (for single family homes and fee simple townhomes)

Doc#: 0506944014
Eugene "Gene" Moore Fee: \$66.50
Cook County Recorder of Deeds
Date: 03/10/2005 02:08 PM Pg: 1 of 7



TO: CUNY OF RECORD SELLER DATE: FEB 5, 2005 REALTOR

1732 N. ROCKWELL CHICAGO IL 60647
(Address) (City) (State) (Zip)

Lot approximately 25x125 feet, together with improvements thereon.
FIXTURES AND PERSONAL PROPERTY. Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following (check or enter merge applicable items):

<input type="checkbox"/> TV/Antenna	<input type="checkbox"/> Washer	<input type="checkbox"/> Central air conditioner	<input type="checkbox"/> Electronic garage door(s)
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Dryer	<input type="checkbox"/> Window air conditioner	<input type="checkbox"/> with <u>AAA</u> remote lock(s)
<input type="checkbox"/> Oven/Range	<input type="checkbox"/> Sump pump	<input type="checkbox"/> Electronic air filter	<input type="checkbox"/> Fireplace screen and equipment
<input type="checkbox"/> Microwave	<input type="checkbox"/> Water softener (if not rental)	<input type="checkbox"/> Central humidifier	<input type="checkbox"/> Fireplace gas log
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Wall to wall carpeting, if any	<input type="checkbox"/> Ceiling fan	<input type="checkbox"/> Stove
<input type="checkbox"/> Garbage disposal	<input type="checkbox"/> Built-in or attached shelving	<input type="checkbox"/> Outdoor Deck	<input type="checkbox"/> Window blinds & screens
<input type="checkbox"/> Trash compactor	<input type="checkbox"/> Smoke and carbon monoxide detectors	<input type="checkbox"/> Attached box cases and cabinets	<input type="checkbox"/> Radiator covers
<input type="checkbox"/> Window shades, attached shutters, awnings & curtains, hardware & other window treatments	<input type="checkbox"/> Home warranty (attached hereto, in may it may not be assignable)		<input type="checkbox"/> All planned vegetation
<input type="checkbox"/> Security system (if not leased)			<input type="checkbox"/> Spring Fixtures

Other items included: WINE FRIDGE AND ADDITIONAL REFRIGERATORS

1. Purchase Price \$ 100,000 in the form of CASH shall be held by SELLER'S ATTORNEY to be increased to 10% of purchase price within 30 days after acceptance hereof. Seller's initial earnest money shall be returned and this earnest money is in excess of Five Thousand Dollars (\$5,000.00), the excess money shall be deposited by 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 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 of this contract shall be held by Listing Broker 596 271 13 ATTORNEY REVIEW IS COMPLETE

2. The balance of the purchase price shall be paid at the closing, plus or minus adjustments, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's Check or Certified Check or any combination thereof.
(b) Assumption of Existing Mortgage (See Rider 7, if applicable).
(c) Mortgage Contingency. Air contract is contingent upon Purchaser securing by MARCY 21, 2005 (date) a written commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for 5 years, payable monthly, loan fee not to exceed 2%, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no later than 10 years. Purchaser 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 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 is so notified Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option of extending the closing date up to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested credit information. All monetary 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 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.

3. If THEIR WA purchase is to be obtained, Rider 8, ONE YEAR HOLDER is hereby amended.
(d) Purchase Money Note and Trust Deed or Article of Agreement for Deed, See Rider 10.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed if this is in trust or in an estate), or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, in any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and encumbrances; special governmental taxes or assessments not yet completed; unrecorded special governmental taxes or assessments; general real estate taxes for the years 00, 01, 02, and subsequent years, the mortgage or trust deed referred to in paragraph 3 of the provisions of this Contract and/or Rider 7, if applicable. Seller represents that the 20 year real estate taxes are \$ 700.00 General real estate taxes shall be prorated at 112 % of the most recent ascertainable tax bill at closing.

5. ES (The following is for fee simple townhomes, and is not applicable.) Seller represents that as of the date of acceptance hereof the regular monthly assessment pertaining to this unit was \$ and the remaining amount due at closing will be \$ and shall/shall not (strike one) be assumed by the Purchaser as of the closing date. Seller shall furnish Purchaser a statement from the proper representative certifying that Seller is current in payment of assessments, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the bylaws thereof for the benefit of ownership. Additionally, the seller shall deliver to W the bylaws, rules, and regulations, and the prior and current year's operating budget within 10 days of acceptance hereof. Seller agrees to pay any applicable processing/moving or marketing fees as required by the Association and Purchaser agrees to pay the credit report and moving fee as required by the Association. If the right of first refusal or similar options exist, a contract shall be null and void and the earnest money returned to Purchaser, or to Seller, and the commission returned to paragraph 6 below.

6. Closing or escrow payout shall be on MAY 20, 2005 (except as provided in paragraph 3(c) above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at MUTUALITY BARRER UNDER
6(a) Seller agrees to surrender possession of said Premises on or before CLOSING provided this sale has been closed. If possession is not delivered at closing, then, at closing, Seller shall pay to Purchaser 100.00 per day for use and occupancy commencing one day after closing up to and including the date possession is to be surrendered, or on a monthly basis, whichever period is shorter and the provisions of paragraph 6(b) shall apply. Purchaser shall not make any payments made for use and occupancy beyond the date possession is surrendered.
(b) If possession of the Premises is not delivered 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 or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee's receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be returned to Seller. Acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the position on escrow without the joint written direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the 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 agree that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, court and expenses.

7. Purchaser has received the Residential Real Property Disclosure Report. Yes No. Heat Disclosure Yes No. Lead Paint Disclosure Yes No. and Closing Certification Yes No.

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

9. Seller's initials _____ Purchaser(s) initials _____
The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients under any offer of compensation made by the Listing Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.

10. 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 dates, mutually acceptable to the parties. If within 7 days after acceptance of the Contract it becomes evident agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null 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 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects or mold conditions) by a home inspector licensed by the Illinois Office of Banks and Real Estate and approval of the condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 6 days from the date of acceptance of this Contract. Purchaser shall indemnify 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 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 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 written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE PART HEREOF.

PURCHASER: JEFFREY D. MOORE 401-27-0871 ADDRESS: 3462 WEST BELMONT AVENUE
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

PURCHASER: ALINA MOORE ADDRESS: Same as above
Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

ACCEPTANCE OF CONTRACT BY SELLER
This _____ day of _____, 2005, I, _____, hereby accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

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FROM : STARUCK

FAX NO. : 7734892219

Feb. 06 2005 08:30PM P4

SELLER *John Staruck* ADDRESS *1732 N. Rockwell Chicago, IL 60643* *773-489-2201*

Print Name *John Staruck* (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____ (E-Mail) _____

SELLER *John Staruck* ADDRESS *1732 N Rockwell Chicago 60643*

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

FOR INFORMATIONAL PURPOSES:

Liening Office _____ Address _____

Seller's Designated Agent Name _____ Phone _____ E-Mail _____

Cooperating Office *PROPERTIES* Address *3101 N. GREENVIEW, CHICAGO, IL 60657*

Purchaser's Designated Agent Name *ERIC NEWMAN* Phone *312-470-4873* E-Mail *ERIC.NEWMAN@ATP.CO.IL.GOV*

Mortgage _____

Seller's Attorney *John Staruck* Purchaser's Attorney _____

773-320-3434

Revised 03/03 fax 773-489-2219

Property of Cook County Clerk's Office

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FROM : STARUCK

FAX NO. : 7734892219

Feb. 06 2005 08:29PM P3

Feb 05 05 07:06p

Eric Newman

773.868.0407

p.3

PROVISIONS

1. Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If property hereto is improved, tax last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall deliver to Purchaser or his agent evidence of merchantable title in the intended grantor by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no other exceptions than those previously listed within this Agreement and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgage in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
4. All notices herein required shall be in writing and shall be served upon the parties at the address following their signature or upon a party's attorney. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and opened by the recipient provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.
5. In the event of default by Purchaser, the earnest money, less the expenses and commission of the listing broker shall be paid to the Seller. If Seller defaults, the earnest money, at the option of Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default, Escrowee shall give written notice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller's and Purchaser's written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However, Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker, Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice then Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser authorizing the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
6. Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the Premises are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the Premises during the 48-hour period immediately prior to closing to verify that such are in working order and that the property is in substantially the same condition, normal wear and tear excepted, as of the date of this Contract.
7. If the Premises is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider 13 is hereby attached.
8. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation which currently exists in the aforesaid Premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of this Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.
9. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company. In accordance with the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the execution of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow and the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
10. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of closing hereto showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
11. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee, or the Title Insurance Company for extended coverage.
12. Right is reserved by either party to insert correct legal description anyway and, without notice, when same is available.
13. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
14. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
15. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
16. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
17. Seller shall remove from Premises by date of possession all debris and Seller's personal property not delivered by Bill of Sale to Purchaser.
18. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted. However, to the extent that Seller violates the immediately preceding sentence, Seller shall not be responsible for that portion of the total cost related to this violation that is below \$250.00.
19. Time is of the essence of this contract.
20. Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter.
21. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

CH11 #95041 v5

SEE EXHIBIT A by this reference and incorporated herein

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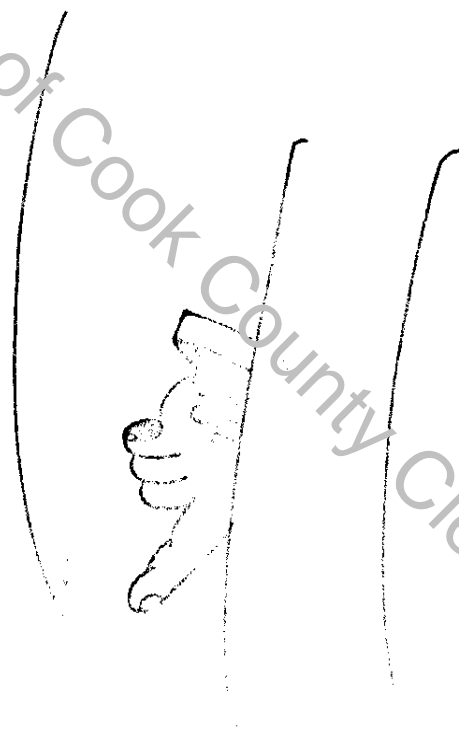
EXHIBIT A

LEGAL DESCRIPTION

Lot 12 in S.E. Gross Subdivision of Lots 1, 2, 3, 4 and 5 in Block 5 in Borden's Subdivision of the West ½ of the Southeast ¼ of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-36-420-037-0000

Property Address: 1732 North Rockwell, Chicago, IL 60647



Mail to: Adam Heiman
Law Offices of Thomas Eisner
900 Maple Road
Homewood, IL 60430

UNOFFICIAL COPY

February 14, 2005

LAW OFFICES OF
THOMAS S. EISNER
ATTORNEYS AT LAW

900 Maple Road
Homewood, Illinois 60430
Phone (708) 957-5500
Fax (708) 957-5575

Thomas S. Eisner
Adam M. Helman

Mr. John Staruck
1732 N. Rockwell
Chicago, IL 60647

RE: **Staruck to Jones**
1732 N. Rockwell, Chicago, IL

Dear Mr. Staruck:

Please be advised that I am the attorney representing Mr. and Mrs. Jones in their purchase of the above captioned property. Pursuant to the attorney review provision of the Real Estate Sale Contract - Residential dated February 6, 2005 (the "Contract") between the above captioned parties, the following are proposed modifications to the Contract:

agreed 1.) In paragraph 4, the following shall be stricken from the Contract: "existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments."

attached 2.) Seller shall provide Purchaser with an executed Residential Real Property Disclosure Report.

My clients conducted an inspection of the property pursuant to the property inspection provision of the Contract. The following defects were noted that my clients are requesting to be repaired prior to closing:

agreed 1.) The tub in the guest bathroom is leaking. The leak needs to be repaired and the section of the drywall affected by the leak should be replaced. Please provide evidence that the requested work has been properly completed and any warranties that may be provided.

agreed 2.) There are 3 loose bathroom toilets that require replacement of the wax seal.

3.) The doors on both of the closets in the kitchen pantry are sagging away from the hinges. As a result, the doors are not closing properly. The top hinges should be replaced on both doors.

yes will replace 4.) One of the spotlights is broken and should be replaced.

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LAW OFFICES OF
THOMAS S. EISNER
ATTORNEYS AT LAW

5.) There is a piece of aluminum trim missing from the soffit at the peak of the underside of the roof in the rear. This should be repaired. **(NO)**

6.) Please confirm the air conditioning system was operating properly in its last use and will be operating at the time of closing. *air conditioning is in for working order*

7.) The metal duct in the top floor furnace has a large air gap that needs to be filled in. The old filler has come loose and fallen off. This should be repaired. **(OK)**

8.) There is a water stain in one of the corners of the skylight. Please provide an explanation as to how this occurred. *not aware of leak and can find water spot & have had no prob*

9.) The steel railing in the front of the house outside is loose at the bottom and should be repaired. *NO - NOT even sure what you are referring*

will re-seal under the closing.

If the above proposed attorney modifications and requested repairs are acceptable to you, please sign below and remit a copy to me. Please be advised that the above constitutes proposed modifications and repairs and should not be deemed a counteroffer. Purchaser shall have the right to withdraw any of the above requests.

Very truly yours,

AGREED AND ACCEPTED
this 17 day of February, 2005.

Ada H.
Adam Helman
Attorney for Purchaser
cc: Jeff Jones
Eric Newman

John Staruck
John Staruck
Seller/Attorney

Property of Cook County Clerk's Office

