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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 03/10/2005 04:32 PM Pg: 1 of 6

CONTRACT
7428 S. ST. LAWRENCE
CHICAGO, IL
20-27-227-043-0000

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:
DONALD J. KINDWALD
KINDWALD LAW OFFICES, P.C.
19 S. LASALLE, SUITE 802
CHICAGO, IL 60603

Property of Cook County Clerk's Office

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EXHIBIT A

PIN # 20-27-227-043-0000

Legal Description:

LOT 12, IN THE SUBDIVISION OF LOTS 1 & 10 IN BLOCK 4 IN WILLIAM FLEMING'S SUBDIVISION, A SUBDIVISION OF THE SOUTH WEST $\frac{1}{4}$ OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 38, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

CONTRACT

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GUARDIAN

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Date Written: March 4, 2005
REALTOR® Association
STANDARD VACANT LAND SALES CONTRACT



BUYER(S): Quintarian Consultants
Address: 36 W. Randolph #305 St: IL Zip: 60601
I agree to purchase from SELLER(S)

Address: _____ City: _____ St: _____ Zip: _____

I agree to sell to Buyer(s) the price of FIFTEEN THOUSAND
Dollars (\$ 15,000.00) Property located at 7428 S. STEPHEN
City of CHICAGO County of COOK Illinois P.L.N. 20272270430000
and legally described as follows: (Legal description to be inserted or attached prior to signing of Contract.)

(hereinafter referred to as "the Property") with approximate lot dimensions of 45' x 125'
(Approximate lot dimensions must be inserted prior to signing of Contract.)

2. EARNEST MONEY: Buyer(s) has paid \$ 15,000.00 (and will pay within 10 days the additional sum of \$ 16,000.00 by check/wire/other date E.E.)
as earnest money to be applied to the purchase price. THE EARNEST MONEY OF ALL BE HELD BY THE LISTING BROKER FOR THE MUTUAL BENEFIT OF THE PARTIES CONCERNED AND UPON THE CLOSING OF THE SALE, SHALL BE APPLIED FIRST TO THE PAYMENT OF ANY EXPENSES INCURRED BY THE LISTING BROKER FOR THE SELLER(S) IN RESPECT TO THE TRANSACTION AND SECOND TO THE PAYMENT OF THE BROKER'S SALES COMMISSION, RENDERING THE SURPLUS, IF ANY, TO THE SELLER(S). The balance of the purchase price shall be paid at closing by cashier's or certified check.

3. THE CLOSING DATE: The closing date shall be March 4, 2005 or on the date, if any, to which said date is extended by reason of paragraphs 5 & 14) in the County where the Property is located, at Seller's attorneys' office, the Broker's title company, or at such other place as the parties mutually agree.

4. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing by the parties.

CASH OFFER - NO FINANCING

5. FINANCING CONDITION: (a) This Contract is subject to the condition that on or before _____ Buyer(s) shall secure, or there shall be made available to Buyer(s), a written commitment for a loan to be secured by a mortgage or trust deed on the Property in the amount of \$ _____ or such lesser sum as Buyer(s) accepts at an interest rate not to exceed _____ % fixed/adjustable (state one) to be amortized over a period of _____ years with service charges and other loan charges not to exceed _____ % of the loan amount. (b) If after the Buyer(s) has submitted a true loan application and has been unable to do so, after making every reasonable effort to procure a loan commitment from any source made available to Buyer(s) and has been unable to do so, after serving written notice thereof upon Seller(s) or Seller's attorney within _____ business days after the time specified herein for securing such commitment, then this Contract shall become null and void, and all monies paid by Buyer(s) hereunder shall be refunded. However, if Seller(s), at Seller's option, notifies Buyer(s) within 10 business days of Buyer's notice, that Seller(s) intends to procure for Buyer(s) such a commitment within 45 days, then this Contract shall remain in full force and effect. IN THE EVENT BUYER(S) DOES NOT SERVE NOTICE OF FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER(S) AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES. Intend here if Seller is to provide financing as described above.

6. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within _____ business days after the date of this Contract, at Buyer's expense, a building permit and an adequate septic perforation test or sewage treatment permit from the applicable governmental agency having jurisdiction over the subject Property if Buyer(s) has previously, diligently, and promptly applied for said permits and approvals and has been unable to obtain them. Within the time specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

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7. SOIL TEST/FLOOD PLAIN CONDITION: This contract is subject to Buyer obtaining within _____ business days from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood Plain Determination and such tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer to the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force and effect.

8. PRORATIONS: (a) Real estate taxes payable shall be paid by or at closing by Seller. Real estate taxes that are a lien on the Property but not yet payable shall be prorated to the date of closing as follows: (check one)

(i) Based upon 105% of the most recent available tax bill; or

(ii) Based upon the most recent net tax valuation factors, the latest known equalization factors, and the latest known tax rate.

(b) Homeowner's Association dues, maintenance charges, assessments and other items customarily prorated shall be prorated as of the date of closing; (c) The parties agree to take all necessary steps to obtain a tax division for the Property, if necessary.

9. OTHER TERMS AND CONDITIONS: This Contract incorporates the Terms and Conditions set forth above, on the reverse side and the Riders signed by the parties as attached hereto numbered: _____

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE REALTOR ASSOCIATION THE WESTERN SUBURBS AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT AND TO SEEK LEGAL COUNSEL.

Date of Acceptance _____ (The date shall be inserted only after the parties have agreed to all the terms and conditions of this Contract)

BUYER(S) [Signature] (signature) SELLER(S) [Signature] (signature)
Tax ID/SS No. _____ Tax ID/SS No. _____

BUYER(S) _____ SELLER(S) _____
Tax ID/SS No. _____ Tax ID/SS No. _____

IDENTITY OF AGENTS AND ATTORNEYS

BUYER'S AGENT Lynda Gede SELLER'S AGENT POACHES STEWART
If same agent for Seller and Buyer, execute Consent to Dual Agency.

COMPANY NAME Keller Williams COMPANY NAME POACHES & ASSOC

BUYER'S ATTORNEY _____ SELLER'S ATTORNEY _____

10. ATTORNEY'S MODIFICATION: The terms of this Contract (and all riders attached) except purchase price are subject to modification by the parties attorneys within five (5) business days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within ten (10) business days of the date of acceptance, agreement is not reached, this Contract shall be null and void and all earnest money shall be returned to Buyer(s).

11. THE DEED: Seller(s) shall convey or cause to be conveyed to Buyer(s) or at Buyer's direction, by recordable, stamped general warranty deed or Trustee's deed if applicable, good title to the Property subject only to the following "permitted exceptions" if any, none of which shall impair the use of the Property as intended: (a) General real estate taxes not due and payable at time of closing; (b) Special Assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the Property is part of any homeowners association, the title may also be conveyed subject to: (i) terms, provisions, covenants, and conditions of any Homeowners Association Declaration, and all amendments thereto; (ii) any easement established by or implied from the Declaration or amendments thereto; and (h) installments of association assessments due after the date of closing.

12. PERFORMANCE: Time is of the essence of this Contract. Should Buyer(s) fail to perform this Contract, then at the option of Seller(s) and upon written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and void and Seller(s) shall have the right, if necessary and applicable, to take possession of the Property foreclosed, and all rights in and title to the Property and any and all improvements made upon said Property by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.