

UNOFFICIAL COPY

REAL ESTATE SALE CONTRACT
1710 & 1712 SOUTH NEWBERRY AVENUE
CHICAGO, ILLINOIS 60608



Doc#: 0510203109
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 04/12/2005 03:13 PM Pg: 1 of 2

LEGAL DESCRIPTION:

Lots 31 and 33 in GEORGE ROTH'S SUBDIVISION OF BLOCK 17 of ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTH EAST 1/4 (Excepting the East 2 Chains) in Section 20, Township 39, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

PIN# 17-20-405-031-0000
17-20-405-032-0000

Return

*R. Kowalski
845 W Fulton #202
Chgo, IL 60607*

UNOFFICIAL COPY

CHICAGO TITLE INSURANCE COMPANY
ILLINOIS FORM #1



REAL ESTATE SALES CONTRACT

1. PIORUN PROPERTIES, LLC. (Purchaser)
 agrees to purchase at a price of \$ 430,000.00 on the terms set forth herein, the following described real estate
Chicago, Cook County, Illinois:
 Two Buildable lots of Record Located at 1712 & 1716 South Newberry Avenue, Chicago, Illinois.
 Pin# 17-20-405-031 & Pin# 17-20-405-032. 1710 RR RMTL

(If legal description is not included herein at time of execution, Purchaser's Attorney is authorized to insert it thereafter.)
 commonly known as 1712 & 1716 South Newberry Avenue, Chicago, IL 60608, and with approximate lot dimensions of
50' x 99', together with the following property presently located thereon: (strike items not applicable) (a) storm and screen doors and
 windows; (b) awnings; (c) outdoor television antenna; (d) well-to-wall, hallway and stair carpeting; (e) window shades and draperies and supporting fixtures; (f)
 venetian blinds; (g) electric, plumbing and other attached fixtures as installed; (h) water softener; (i) refrigerator(s); (j) range(s); (k) garage
 door opener with transmitter; (l) radiator cover(s); (m) indoor and outdoor (flowered) shutters; and also all personal property
 located on site as of the day of closing.

2. RICK CALLAGHAN (Seller)
 (Insert names of all owners and their respective spouses)

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or
 nominee title thereto (i) joint tenancy by a recordable WARRANTY deed, with release of homestead rights, and a proper bill of sale,
 subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights
 and agreements, if any; (d) leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or
 assessment; (g) installments due by the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage or trust deed
 specified below, if any; (i) general taxes for the year 2004 and subsequent years including taxes which may accrue by reason of new or additional
 improvements during the year(s) 2004; and to naught.

3. Purchaser has paid \$ 3,000.00 (and will pay within 5,000 RR RMTL days the additional sum of \$ _____) as earnest money to be applied
 on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (strike
 subparagraph not applicable)

- (a) The payment of \$ Balance
- ~~(b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal indebtedness (which the
 Purchaser (does) (does not) agree to assume) aggregating \$ _____ bearing interest at the rate of _____ % a year,
 and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the
 purchase price.~~

4. This contract is subject to the condition that Purchaser be able to procure within _____ days a firm commitment for a loan to be secured by a
 mortgage or trust deed on the real estate in the amount of \$ _____ or such lesser sum as Purchaser accepts, with interest not to exceed
 _____ % a year to be amortized over _____ years, the commission and service charges for such loan not to exceed _____ %. If, after
 making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time,
 this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time
 following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same
~~terms, this contract shall remain in full force and effect. (Strike paragraph if inapplicable)~~

5. The time of closing shall be on APRIL 30 2005 MARCH 15, 05 RR RMTL or 20 days after notice that financing has been procured if above paragraph 4
 is operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative
 (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance
 or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to Purchaser immediately upon closing on or before _____ days after the sale has been closed. Seller shall pay Purchaser the sum of \$ _____
 for each day Seller remains in possession between the time of closing and the time possession is delivered.

7. Seller agrees to pay a broker's commission to Remax Signature and W. Kowalski cooperating broker in the
 amount set forth in the broker's listing contract or as follows: brokers will split commission equally at closing.

8. The earnest money shall be held by ReMax Signature for the
 mutual benefit of the parties.

9. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

10. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchasers within _____ days from the
 date below, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

11. Seller shall provide a current staked survey of each lot at closing.
 This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated: January 24, 2005

Purchaser:	<u>Piorun Properties, LLC.</u>	Address:	<u>845 West Fulton Market Street #202</u> <u>Chicago, Illinois 60607</u>
Purchaser:	BY: <u>Robert M. Kowalski</u> member	Address:	_____
	<u>Robert M. Kowalski</u>	Address:	<u>1702 S. Halsted</u>
Seller:	<u>Rick Callaghan P.F.</u>	Address:	_____
Seller:	_____	Address:	_____

*Form normally used for sale of residential property of four or fewer units.