OSCAR CONOFFICIAL COPY 2117 W- PACC Chicoga ZLL 60612

Doc#: 0510803070 Eugene "Gene" Moore Fee: \$50.50 Cook County Recorder of Deeds Date: 04/18/2005 11:51 AM Pg: 1 of 3

Real Estate Contract

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1 TO:	Steele		LLER DATE	April 15	2002 5 RE
4 (Address)	roperty known as \$17 &	1.68 tst. Chicago	Per:	\$ 20-20-415	
5 Lot approximately 9 5 K L	00 feet, t	(City) together with improvements thereon.		(State)	
merate applicable items)	PROPERTY. Seller agrees to tra	together with improvements thereon.  Insfer to Purchaser by a Bill of Sale, all h	eating, electrical, and	d plumbing systems to sether	and the second second
8T.V. Antenna 9Refrigerator		Central air con	Stioner et d		
0Oven/Range	Dryer Sump pump	Window air co	nditioner 🌽 🚄	Electronic gar	rage door(s) pote unit(s)
IMicrowave 2Dishwasher	Water softener (if not rent	tal)Electronic air f	ilter fier	//Fireplace scre	en and equipment
Gapbage disposal  Trash compactor	Wall to wall carpeting, ifBuilt-in or attached shelvi	Cerling fan	/3	Fireplace as l	log
Window shades, attached shutte	Smoke and carbon monox ers, draperies & curtains, hardwan		cases and cabinets	Existing storm	s & screens
Security system (if not leased) Other items included:	Home warranty (attached	e & other window treatments hereto, as may or may not be assignable)		Radiator cover	getation
1. Purchase Price SV 303	000.	Other items ex	ccluded:	Lighting Fixtu	res
to be increased to 10% of	in the form o		 shall be held by		
		days after accep		d initial earnest money	shall be returned an
closing. Purchaser and Seller shall	the benefit of the parties hereto in execute all documents necessary	an interest bearing escrow account in co	mpliance with the lay	cess of Five Thousand Dollars ws of the State of Illinois with	s (\$5,000.00), the earnest
3. The balance of the purchase of	rion shall be and the state of the	to establish any such eserow account and	Purchaser shall assur	at all account service fees, if	any. An original of this c
(a) Cash, Cashier's check of	or Certified Check as any	mus prorations, as follows (STR	IKE THROUGH IN	APPLICABLE SUBPARAGE	APHS):
(c) Medicage Continues	Wortgage (Sea Rider 7, if applic	atole).	4 DEA	12	<i></i> ,,
rate mortgage permitted to be me mortgage) not to exceed				(date) a written commitmen	t for a fixed rate or an adir
fee if any If said	per aminin, amoruzar over	Marie navable monthly	, loan fee not to exce	e, are matest tale (or minal	merest rate if an adjustab
has secured such assemble to the	an si in communiment, Purchaser s	hall pour Seller in writing by the aforem	years Purchaser sh	all pay for private mortgage i	plus appraisal and credit nsurance is required by le
commitment for Purchaser upon the	same terr is, and shall have the on	hall portly Seller in writing by the aforese at mortgage financing. If Seller is so no stion of extending the closing date up to the y documents relating to the application as	tified Seller may, wi	thin an equal number of addi	usively presumed that Pur
If Purchaser notifies Setter as above	credit in rm ation, sign customar	y documents relating to the application ar	ne same number of dand securing of such	Said commitment may be	given by Seller or a third
returned to Purchaser	promous an . I strict Furchaser i	nor Seller secures such commitment as al	bove provided, this C	ontract shall be null and void	cauon ree as directed by and all earnest money st
(d) Purchase Money Note as	nd Trust David as A. C. C. Killer 9,	or HUD Rider is hereby attached.	_	<b>~</b> / >	
4. At closing, Seller shall execut	te and deliver to Purchast, or ca	ement for Deed. See Rider 10.  ause to be executed and delivered to Pu	rchaser a recordable	Warner David in	
conditions, and restrictions of record	; public and utility easement	ause to be executed and delivered to Pu ement, for such a deed if that portion of isting leases and tenancies; special gover	subparagraph 3(d) is	applicable, subject only to the	of homestead rights (or
special governmental taxes or assessi Contract and/or Rider 7, if applicable	ments; general real estate to er	ement, for such a deed if that portion of isting leases and tenancies; special government and subsequent year general real estate taxes are \$  a.) eller epresents that as of the date	mmental taxes or ass	essments for improvements no	ot yet completed; unconf
of the most recent accertainable to - b	Some represents that the 20	general real estate taxes are \$ 400	9,25	General and to in paragr	apn 3 or the provisions of
\$; a special se	wnhomes, strike if not applicable	e.) seller epresents that as of the date been levied. The original amount of the	of acceptance herec	of the regular monthly assessed	nent ne-tol-1 : ::
from the proper representative ic a	and	I shall/sh? I ht testrike one) he assumed i	w the Durchaser on -	Column Was of	
in the bylaws thereof for the sansfer	mg that Seller is current in payme	nt of asse sm of and, if applicable, proc	of of waiver or termin	ation of any sinks of Series shall	furnish Purchaser a state
shall pay the commission pursuant to	tion. If the right of first refusal or paragraph 9 below	cable processil. 9/r.or coul/transferring fee r similar option is x acised, this contract	shall be null and voice	association and Purchaser agred	es to pay the credit repor
Closing or escrow payout shall     Purchaser, at the office of Durchaser.	be on APLIC 15	2005 (except as rovio d in pare	igraph 3(c) shows -	provided side beauty	to I menaser, but the !
6.(a) Seller agrees to surrender posses	ssion of said Premises on or hefor	and processis of a solutransferring fee r similar option is a reised, this contract  20 (except as rovid d in para reised, this contract reised reised, this contract reised reised, this contract reised	C above, p		to be good or is accepte
or on a monthly basis, whichever period	per day	re	ovided this sale has be first day after closing	een closed. If possession is no	ot delivered at closing, the
	onother and the provisions of				
S Sprrendered		paragraph o(b) shall apply P 12 or sh	all refund one name	and the same p	coacasion is to be surrend
is surrendered.  (b) If possession of the Premises is	s not delivered at closing, Seller	s paragraph 6(b) shall apply. Profile er shall deposit with Escrowee designation	nall refund any payme	ent made for use and occupant	cy beyond the date posses
is surrendered.  (b) If possession of the Premises is possession on or before the date set for shall pay to Purchaser in addition to the use and occurrence in the late.	s not delivered at closing, Seller orth above, which sum shall be he above use and occupancy the sun	r shall deposit with Escrowee designation of 10% of said possession escrowers.	u in paragraph 2 abo	ent made for use and occupant ove a sum equal to 2% of the cipt. If Seller does not surrend	cy beyond the date posses purchase price to guara er possession as above, S
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- wed, but last available tax bill is on vacant land, PROVISIONS l. Rent, interest on existing mortgage, f parties hereto agree to reprorate taxes when bill on
  - ovisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contra
- 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 furnished by Seller hereunder shall be conclusive evidence 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 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 to cure such exceptions and notify Purchaser 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 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.
- 4. All notices herein required shall be in writing and shall be served upon the parties at the addresses following their signatures 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-o-gram, telegram, or by the use of a facsimile machine 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 Contact. 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
- 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, and request 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, Seller and Purchaser on the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to 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 that Escrowee shall proceed to the disposition within the aforementioned thirty (30) day period, or in the 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 disposition within the aforementioned thirty (30) day period, or in the 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 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) days after the date of mailing of said notice that Esc
- 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 five 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.
- 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
- 8. Seller warrants that no near 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 the Contract and the date of closing, Seller shall promptly notify Purchaser of such notice.
- 9. At the request of Seller or Purc table 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 a cost new to the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with a such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of der 1 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 lost of the escrow shall be divided equally between Purchaser and Seller.
- 10. Prior to closing, Seller shall furnish a survey by, licensed land surveyor dated not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser's mortgagee desi es a new recent or extensive survey, same shall be obtained at Purchaser's expense.
- 11. Seller agrees to furnish to Purchaser an affidavit continuous 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 escription at any time, without notice, when same is available.
  - Seller shall have the right to pay off any existing mortgage( ) or , of the proceeds of this sale.
- Purchaser may place a mortgage on this property and apply p ocer is if such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause release of same.
- Purchaser and Seller hereby agree to make all disclosures and do all things recessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of
- 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's agent in the form required by the state and county, and shall furnish any declaration signed by Sel'er o' 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 at the same or transaction tax. Such tax required by local ordinance shall be paid by designated at the same or transaction tax.
  - Seller shall remove from Premises by date of possession all debris and Seller's persone, property not conveyed 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 die 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 of at related to this violation that is below \$250.00.
  - Time is of the essence of this contract. 19.
  - Wherever appropriate, the singular includes the plural and masculine includes the feminine or neuter 20.
  - shall pa. In the event the property is in a flood plain and flood insurance is required by Purchaser's lender, Purchaser shall pay for same.

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