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0513339145

**Doc#:** 0513339145

Eugene "Gene" Moore Fee: \$36.50

Cook County Recorder of Deeds

Date: 05/13/2005 03:41 PM Pg: 1 of 7

Lot 23 in Block 8 in Englefield, a Subdivision in the Southeast Quarter of Section 30,  
Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County,  
Illinois.

Property Index Number: 20-30-402-016-0000

Commonly Known As: 7547 South Wolcott, Chicago, IL 60620

Property of Cook County Clerk's Office

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## REAL ESTATE SALES CONTRACT

1. This Real Estate Sales Contract ("Contract") is entered into on the Effective Date, as herein defined, between Owner of Record ("Seller") and OWNER OF RECORD ("Buyer").
2. **THE PROPERTY:** The Property shall be defined to include the real property and all improvements thereon. Seller agrees to cause to convey to Buyer, the Real Estate commonly known as  
7547 S. Wolcott, Chicago, IL 60620  
 Address City State Zip  
COOK Unit # (if applicable) 20-30-402-016 Permanent Index Number(s) of Property
3. **FIXTURE AND PERSONAL PROPERTY:** At Closing, as herein defined, Seller agrees to transfer to Buyer all fixtures and heating, electrical, plumbing and well systems.
4. **PURCHASE PRICE:** Purchase price of \$ 156,500.00 ("Purchase Price") shall be paid as follows: Initial earnest money of \$ 2,000.00 ("Earnest Money") shall be due contemporaneous with the tender of this Contract executed by Buyer ("Date of Offer"). The Earnest Money shall be held by Nationwide Realty, Inc., in trust for the mutual benefit of the Parties ("Escrowee"). The balance of the Purchase Price, shall be paid at Closing by wire transfer of funds, or by certified, cashier's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).  
*Seller to pay \$1,700.00 towards closing*
5. **"AS-IS" CONDITION:** This Contract is for the sale and purchase of the Property in its "As-Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of or title to the Property have been made by Seller or Seller's Agent.
6. **ACCEPTANCE:** SELLER'S OBLIGATION TO SELL THE PROPERTY AND PERFORM UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT IS COMPLETELY INDEPENDENT OF THE RESULT OF ANY AUCTION CONDUCTED BY MY FORECLOSURE AUCTION LLC. THIS CONTRACT IS NOT LEGALLY BINDING UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY JAMES SINGLETON, PRESIDENT OF MY FORECLOSURE AUCTION LLC ON BEHALF OF SELLER. THE DATE THAT THE CONTRACT IS SIGNED BY JAMES SINGLETON ON BEHALF OF SELLER SHALL BE THE "EFFECTIVE DATE".
7. **CLOSING:** Closing shall be on MAY 4, 2005, or at such time as mutually agreed upon the Parties in writing ("Closing"). Closing shall take place at the title company office chosen by Seller's attorney in Seller's attorney's sole discretion ("Title Company").
8. **POSSESSION:** Seller shall deliver possession of the Property to Buyer at the time of Closing subject to existing leases, tenancies and occupancies, if any.
9. **RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES:** If applicable, prior to signing this Contract, Buyer (check one)  has  has not received a completed Illinois Residential Real Property Disclosure Report; (check one)  has  has not received the EPA

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Pamphlet, "Protect Your Family From Lead in Your Home", (check one)  has  has not received a Lead-Based Paint Disclosure.

10. **PRORATIONS:** ~~No real estate tax prorations or credit will be given to Buyer by Seller. If the Property is subject to condominium or townhouse association fees, said fees will be prorated at Closing. Seller represents that as of the Effective Date, Homeowner Association/Condominium fees are \$\_\_\_\_\_ per \_\_\_\_\_. Buyer agrees to be responsible for any pending special assessments (governmental or association) or special assessments levied or confirmed prior to or after the Effective Date.~~

11. **PROFESSIONAL INSPECTION:** The purchase of this Property is not contingent upon an inspection of the Property. Buyer acknowledges that no representations warranties or guarantees with respect to the condition of or title to the Property have been made by Seller or Seller's Agent.

12. **ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other than the stated Purchase Price, within three (3) business days after the Effective Date. Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or proposed modification(s) by any Party shall be in writing. If within then five (5) business days after the Effective Date written agreement on proposed modification(s) cannot be reached by the Parties, this Contract shall be null and void and Earnest Money refunded to Buyer upon written direction of the Parties to Escrowee. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

13. **PLAT OF SURVEY:** Seller shall not provide a survey to Buyer. In the event that Buyer requires a survey as a condition to close, Buyer shall be solely responsible for obtaining and paying for the same.

14. **NOTICE:** All notices required shall be in writing and shall be served by one Party or his attorney to the other Party or his attorney. Notice to any one of a multiple person Party shall be sufficient notice to all. Notice shall be given in the following manner.

- (a) By personal delivery of such notice; or
- (b) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail shall be effective on the date of mailing; or
- (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent 01 business days during business hours (8:00 A.M. to 6:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

15. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer of Buyer's designated grantee, title to the Property by recordable quit claim deed (or the appropriate deed if title is in trust or in an estate) ("Deed"), with all real estate transfer stamps including City, County and State to be paid by Buyer. Title when conveyed will be subject to: general real estate taxes not due and payable at the time of Closing, covenants, conditions, and restrictions or record, building lines and easements, zoning restrictions and requirements; existing leases, tenancies and occupancies; any and all building lines and easements, zoning restrictions and requirements; existing leases, tenancies and occupancies; any and all

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building code violations and building court litigation; and any and all matters of record.

16. **TITLE:** Seller will deliver or cause to be delivered to Buyer or to Buyer's attorney at or prior to Closing, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price by Title Company, issued on or subsequent to the Effective Date. Buyer agrees to be solely responsible for any and all owners or lenders title policy premiums, recording charges, transfer stamps, title company charges, endorsement and any and all closing costs.
17. **PERFORMANCE:** Time is of the essence in this Contract. In the event of default by Seller, the Earnest Money shall be reimbursed to Buyer as Buyer's sole and exclusive remedy. In the event of default by Buyer, the Earnest Money shall be forfeited to Seller, as liquidated damages, as Seller's sole and exclusive remedy.
18. **LITIGATION:** At any time relevant hereto in the event that the Property is or becomes subject to or the subject of any litigation, including but not limited to those involving housing, zoning or building code issues, lead paint violations and/or complaints seeking to demolish the Property, etc. ("Litigation"), Buyer agrees that Buyer shall purchase the Property and take title subject to the Litigation, and Buyer agrees to pay all fines and court costs heretofore levied or levied in the future in the Litigation ("Fines"), including but not limited to any fines and court costs levied against Seller, and Buyer agrees to indemnify and hold harmless Seller from the Fines, including reimbursement to Seller of Seller's reasonable attorney's fees and court costs spent as a result of the Litigation. The existence of the Litigation shall not be a valid reason for Buyer to cancel this Contract pursuant to the terms hereof.
19. **GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
20. **ESCROW CLOSING:** This sale shall be closed through an escrow with the Title Company. The costs of the escrow shall be paid by Buyer.
21. **FLOOD INSURANCE:** Buyer shall obtain flood insurance at Buyer's expense if required to do so.
22. **FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.
23. **BUSINESS DAYS:** Business days are defined as Monday through Friday, excluding Federal holidays.
24. **CONDOMINIUMS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.
- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium.

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- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing subject to proration of the regular assessments for the month during which the Closing occurs. Buyer shall be responsible for any and all pending or future, confirmed special assessments.
- (c) Buyer has, within three (3) business days from the Effective Date of this Contract, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act. The Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other preemptive rights of purchase created by the Declaration of Condominium within the time established by the Declaration. In the event the Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply with same.
25. **CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review paragraph, shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
26. **CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event Seller has entered into a prior real estate contract this Contract shall be subject to written cancellation of the prior contract.
27. **CONFIRMATION OF DUAL AGENCY:** ~~The Parties confirm that they have previously consented to \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.~~

The remainder of this page has been intentionally left blank.

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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED PURSUANT TO PARAGRAPH 6 OF THIS CONTRACT

MARCH 19, 20 05  
Date of Offer

MARCH 23 20 05  
EFFECTIVE DATE

X Lisa Porter  
Buyer Signature

[Signature]  
Seller Signature

X \_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Seller Signature

Print Buyer(s) Name(s) Porter

Print Seller(s) Signature(s)

Address 3612 WINDYB

Address

City Bellwood #1 State IL Zip 60104

City State Zip

Phone Number(s) 708-544-0580 Email

Phone Number(s) Email

### FOR INFORMATION ONLY

Cal Dabbs Southwest  
Selling Office MLS#

NATIONWIDE REALTY  
Listing Office MLS#

Patric Brogan  
Selling Agent MLS# Email

Tim Singleton  
Listing Agent MLS# Email

Address City ST Zip

18656 S. Dixie  
Address City ST Zip

Phone No. 708-346-9100 Fax No.

Phone No. 708-935-8296 Fax No. 708-536-7077

Buyer's Attorney Email

Steve Richeck  
Brian D. LeVay brian@llilaw.com  
Seller's Attorney Email

Address

20 N. CLARK # 2450  
10 South LaSalle Street #2930 Chicago, Illinois 60603  
Address

Phone No. Fax No.

312-372-0114  
(312) 422-8000 (312) 422-8001  
Phone No. Fax No.

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## Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 7547 S. WOLCOTT  
City, State & Zip Code: CHICAGO IL  
Seller's Name: BUNN OF REYNOLDS

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of MARCH 1 2005, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes", (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES                      | NO                                  | N/A                      |  |
|--------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed).   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges).   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls or floors.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or wood burning stove.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.                                    |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.                |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: \_\_\_\_\_

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: [Signature] Date: 3-1-05

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: [Signature] Date: 3/23/05 Time: 9:25 AM