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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 08/10/2005 01:08 PM Pg: 1 of 8

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Contracts

FROM : CBI

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer(s) Erica Shelton Seller(s) Dorothy Giles
(Please Print) (Please Print)

2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of 1.66 commonly known as: 1201 S. Cranden Ave. Chicago IL 60619
Address City State Zip

County Cook Unit # (if applicable) _____ Permanent Index Number(s) of Real Estate _____
Condo/Coop/Townhome Parking Space Included: (check type) deded space; limited common element; assigned; Parking 9500 \$ (insert number)

3. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the following items of personal property by Bill of Sale at Closing: [Check or comment applicable items]

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> All Tubs/Dryer Coping | <input checked="" type="checkbox"/> Fireplace Mantel(s)/Door(s)/Grate(s) | <input checked="" type="checkbox"/> Central Air Conditioning |
| <input checked="" type="checkbox"/> Oven/Range/Stove | <input checked="" type="checkbox"/> All Window Treatments & Hardware | <input checked="" type="checkbox"/> Fireplace Gas Logs | <input checked="" type="checkbox"/> Electrical or Media Air Filter |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Built-in or Attached Shelving | <input checked="" type="checkbox"/> Heating Stoves & Ranges | <input checked="" type="checkbox"/> Control Humidifier |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Granite Countertop(s) | <input checked="" type="checkbox"/> Security System(s) (owned) | <input checked="" type="checkbox"/> Sump Pump(s) |
| <input checked="" type="checkbox"/> Garbage Disposal | <input checked="" type="checkbox"/> Ceiling Fan(s) | <input checked="" type="checkbox"/> Intercom System | <input checked="" type="checkbox"/> Water Softener (owned) |
| <input checked="" type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> TV Antenna System | <input checked="" type="checkbox"/> Control Vns & Equipment | <input checked="" type="checkbox"/> Outdoor Shed |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> Window Air Conditioner(s) | <input checked="" type="checkbox"/> Electronic Garage Door Opener(s) | <input checked="" type="checkbox"/> Attached Gas Grill |
| <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> All Potted Vegetation | <input checked="" type="checkbox"/> _____ with _____ Transmittance | <input checked="" type="checkbox"/> Light Fixtures, as they exist |
| <input checked="" type="checkbox"/> Satellite Dish and System | | <input checked="" type="checkbox"/> Irrespective of _____ Color(s) and Bay _____ | <input checked="" type="checkbox"/> Home Warranty \$ _____ |

Other Items Included: Seller to Pay 40% of 30 at Closing Cost

Items NOT Included: _____
Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating condition at possession, except:

A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

4. PURCHASE PRICE: Purchase Price of \$ 575,000.00 shall be paid as follows: Initial earnest money of \$ 1,000.00 by check (check), cash (cash) or note (note due on May 10th 2005) to be increased to a total of \$ 0 by VA 30 ER 2005. The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by promissory note, shall be paid at Closing by wire transfer of funds, or by certified, cashier's, mortgage lender's or title company check (provided that the title company's check is guaranteed by a licensed title insurance company).

5. MORTGAGE CONTINGENCY: This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before May 30th, 2005 for a Conventional (type) loan of \$ 575,000.00 or such lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed 7.00% per annum, amortized over not less than 30 years. Buyer shall pay loan origination fee and/or discount points not to exceed 1 % of the loan amount. Seller shall pay loan origination fee and/or discount points not to exceed 1 % of the loan amount. Those fees/points committed to by Buyer shall be applied first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender. (If FHA/VA, refer to Paragraph #16 for additional provisions.) Buyer shall make written loan application within five (5) business days after the Date of Acceptance. Failure to do so shall constitute an act of default under this Contract. If Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to Seller within the time specified, 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, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense, within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller

Buyer Initial e Buyer Initial _____ Seller Initial DG Seller Initial _____
Address 1201 S. Cranden Ave. Chicago, IL 60619

FROM : CBI

390 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL
391 PARTIES AND DELIVERED

392 The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential
393 Real Estate Contract 3.0.

394 MAY 7th 2005

May 10 2005
DATE OF ACCEPTANCE

395 [Signature]
396 [Signature]
397 Buyer Signature

Seller Signature

399 ELCA SHELTON
400 Print Buyer(s) Name(s)

[Signature]
400 Print Seller(s) Name(s)
7201 S Crandon

401 [Blank]
402 Address

Address

403 [Blank]
404 City State Zip

City State Zip

405 [Blank]
406 Phone Number(s)

Phone Number(s) Email

FOR INFORMATION ONLY

409 [Blank]
410 Listing Office

Listing Office MLS #

411 [Blank]
412 Listing Agent

Listing Agent MLS # Email

413 [Blank]
414 Address

Address City ST Zip

415 [Blank]
416 Phone No.

Phone No. Fax No.

417 [Blank]
418 Buyer's Attorney

Buyer's Attorney Email

419 [Blank]
420 Address

Address

421 [Blank]
422 Phone No.

Phone No. Fax No.

423 [Blank]
424 Mortgage Company

Mortgage Company Phone No.

425 ©2003, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorised duplication or alteration of this form or any portion thereof is prohibited.

426 Official form available at www.realtor.org (web site of Illinois Real Estate Lawyers Association).

427 Approved by the following organizations January, 2003.

428 Illinois Real Estate Lawyers Association, Belvidere Board of REALTORS®, Boone County Association, Chicago
429 Association of REALTORS®, De Page County Bar Association, Kane County Bar Association, Lake County Bar
430 Association, McHenry County Association of REALTORS®, North Shore - Barrington Association of REALTORS®,
431 Northwest Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of REALTORS®,
432 REALTOR® Association of the Fox Valley, REALTOR® Association of West/South Suburban Chicagoand, West
433 Towns Board of REALTORS®

434 This offer was presented to Seller by _____ on 20 at _____ AM/PM
435 (Agent) (date)

436 This offer is rejected _____
437 (Seller initials) (Seller initials) (date)

438
439
440
[Signature] Buyer Initial
[Signature] Seller Initial
Address 7201 S. Crandon ave, Chicago, IL 60629
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MORTGAGE PRE-APPROVAL CERTIFICATE

CLIENT NAME(S) ERICA SHELTON
MORTGAGE TYPE 30 YEAR FIXED
MORTGAGE AMOUNT \$600,000.00

BOBBY SISK, Mortgage Specialist
Office (773) 671-7440 Fax (775) 367-5421

This approval is based upon automated underwriting findings. Approval is subject to formal validation of income, assets and employment. An appraisal conforming to conventional guidelines is required. PUDS and Condos require project review and approval.

Bobby Sisk
BOBBY SISK

05/16/05
Date

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Lot 24 in Block 3 in Kountze Addition to South Shore in the
NE 1/4 of Section 25, Township 38 North, Range 14, East of the
Third Principal Meridian, in Cook County, Illinois.

" PIN 20-25-212-001

7201 S. Crandon, Chicago, IL

Return to: Berthold Schreiber
7601 Montrose
Norridge, IL 60706

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Form ntedsm

UNITED STATES BANKRUPTCY COURT
Northern District of Illinois
Eastern Division
219 S Dearborn
7th Floor
Chicago, IL 60604

Case No.: 05-06116
 Chapter: 13
 Judge: Jack B. Schmetterer

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 6 years, including married, maiden, trade, and address):

Dorothy J. Giles
 7201 S Crandon
 Chicago, IL 60649

Social Security No.:
 xxx-xx-2339

Employer's Tax I.D. No.:

NOTICE OF DISMISSAL

You are hereby notified that an Order Dismissing the above case was entered on May 18, 2005

Dated: May 20, 2005

Kenneth S. Gardner, Clerk
 United States Bankruptcy Court

Judge dismissed Chapter 13 to
 Wea OR
 Allow me, Dorothy J. Giles, to continue
 with the sale of my home of which I
 presented an approved buyer + Contract
 MAY 18, 2005

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(Official Form 1) (9/01)

FORM B1 United States Bankruptcy Court <u>NORTHERN</u> District of <u>ILLINOIS</u>		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): <u>GILES, DOROTHY J</u>		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):
Soc. Sec./Tax I.D. No. (if more than one, state all): <u>430-78-2339</u>		Soc. Sec./Tax I.D. No. (if more than one, state all):
Street Address of Debtor (No. & Street, City, State & Zip Code): <u>7201 S. CRANDON</u> <u>CHICAGO ILL. 60649</u>		Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
County of Residence or of the Principal Place of Business: <u>COOK</u>		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
NO DISKETTE		
Location of Principal Assets of Business Debtor (if different from street address above):		

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply)

- Individual(s)
- Railroad
- Corporation
- Stockbroker
- Partnership
- Commodity Broker
- Other _____

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- Chapter 7
- Chapter 11
- Chapter 13
- Chapter 9
- Chapter 12
- Sec. 304 - Case ancillary to foreign proceeding

Nature of Debts (Check one box)

- Consumer/Non-Business
- Business

Filing Fee (Check one box)

- Full Filing Fee attached
- Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee, except in installments. Rule 1006(Official Form No. 3).

Chapter 11 Small Business (Check all boxes that apply)

- Debtor is a small business as defined in 11 U.S.C. § 101
- Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Statistical/Administrative Information (Estimates only)

- Debtor estimates that funds will be available for distribution to unsecured creditors.
- Debtor estimates that, after any exempt property is excluded and administrative expenses are paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

- 1-15
- 16-49
- 50-99
- 100-199
- 200-999

Estimated Assets

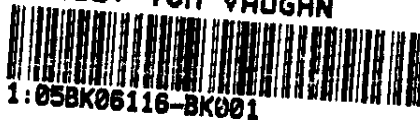
- \$0 to \$50,000
- \$50,001 to \$100,000
- \$100,001 to \$500,000
- \$500,001 to \$1 million
- \$1,000,001 to \$10 million
- \$10,000,001 to \$50 million

Estimated Debts

- \$0 to \$50,000
- \$50,001 to \$100,000
- \$100,001 to \$500,000
- \$500,001 to \$1 million
- \$1,000,001 to \$10 million
- \$10,000,001 to \$50 million

U.S. Bankruptcy Court
Northern District of Illinois

Filed: 02/23/2005
 Time: 9:12:25
 Debtor: DOROTHY J GILES
 Case: 05-06116 Fee: 50
 Chapter: 13 Rec. #: 3122932
 Judge: Jack Schmetterer
 341 mtg: 03/21/2005 @ 03:00PM
 ConfHrg: 04/06/2005 @ 10:30AM
 Trustee: TOM VAUGHN



UNOFFICIAL COPY**Erica Crohn Minchella***Attorney at Law*

Erica Crohn Minchella, Ltd.
 5545 N. Clark St.
 Chicago, IL 60640-1222
 e-mail: eminchella@micor-media.com
 Phone: 773-334-4300 x 32
 Fax: 773-334-4385

May 23, 2005

Mr. Bert Schreiber
 Attorney at Law
 7601 W. Montrose Ave.
 Chicago, IL 60706

VIA FACSIMILE No. 708 453 5620

RE: Dorothy Giles, Amount necessary to satisfy Articles of Agreement for Warranty Deed

Dear Mr. Schreiber:

Pursuant to your request, the amount necessary for a transfer of the property for Dorothy Giles pursuant to the Articles of Agreement for Warranty Deed is **\$84,672.10** through May 31, 2005. After May 31, 2005 you must call for new numbers.

Please advise us of the name and fax number for the escrow agent, as we will deposit the deed out of trust with the escrowee with instructions that it may be released upon payment of the amount due. Also, please advise me as to whom the Grantee should be.

These figures are prepared from the best figures made available to us by our client, however, they are subject to final verification upon receipt of funds by our client. Our client reserves the right to adjust these figures and return any funds which are insufficient to pay off the Articles of Agreement and refuse to have the deed issued.

Payment should be sent to:

Lifestyle Property Management, Inc.
 c/o Steven P. Cotsirilos
 1025 Sheridan Road
 Wilmette, IL 60091

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Very truly yours,
 ERICA CROHN MINCHELLA, LTD.

Erica Crohn Minchella
 Erica Crohn Minchella
 cc: Steven P. Cotsirilos
 Phil Cocomise

Grantee Name ?