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Cook County Recorder of Deeds
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CHICAGO ASSOCIATION OF REALTORS/MLS PARTMENTS/INVESTMENTS REAL ESTATE SALE CONTRACT



1 This Contract is made between Diane Mikuts ("Buyer") and Eugene Burwell ("Seller") (collectively,
2 "Parties"), to convey the property known as 4403 S Oakwood, Chicago, IL ("Property"), together with all improvements.

3
4 A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is April 28, 2005.

- 5 1. **Fixtures and Personal Property.** In addition to the Property, Seller shall transfer to Buyer by a Bill of Sale, all heating, cooling, electrical, and plumbing
6 systems, together with the following checked items:
- | | | | | |
|--|--|---|--|--|
| 7 <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Washer | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Water softener | <input type="checkbox"/> Wall to wall carpeting |
| 8 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Existing storms & screens |
| 9 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Attached book cases and cabinets | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| 10 <input type="checkbox"/> Microwave | <input type="checkbox"/> Smoke and carbon monoxide detectors | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Lighting Fixtures | <input type="checkbox"/> All planted vegetation |
| 11 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Fireplace screen and equipment | <input type="checkbox"/> Sump pump | <input type="checkbox"/> Trash compactor |
| 12 <input type="checkbox"/> Outdoor shed | <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Home warranty (as attached) | <input type="checkbox"/> Security system | <input type="checkbox"/> Window treatments |
| 13 <input type="checkbox"/> Ceiling fan | <input type="checkbox"/> Electronic garage door(s) with remote unit(s) | | | |

14 Seller also transfers the following: 3 FLAT PLUS 3 LOTS. The following items are specifically excluded: DM

15 2. **Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$ 125,800.00 ("Purchase Price").

16 3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with 16,000.00 ("Escrowee"), initial earnest money in the
17 amount of \$ 10,000.00, in the form of CASH/REAL CHECK ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this
18 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before May 1st 2005. The Initial Earnest Money shall be increased to 10% of
19 the Purchase Price ("Final Earnest Money") within 10 business days after the expiration of the Attorney Approval Period (See Paragraph 12 of this Contract) (the
20 Initial and Final Earnest Money are collectively referred to as the "Earnest Money"). Buyer and Seller shall execute all mutually agreed and necessary documents with
21 regard to the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.

22 4. **Payment of Balance; Mortgage Contingency.** (a) In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or
23 minus provisions, by cash, cashier's check, certified check, wire transfer of funds, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon
24 Buyer securing by 200 ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage
25 permitted to be made by a U.S. or Illinois savings and loan association or bank for \$ _____ the interest rate (or if this interest rate if an adjustable rate
26 mortgage) not to exceed _____ % per year, amortized over _____ years, payable monthly, loan fee not to exceed _____ %, plus appraisal and credit report fee, if any
27 ("Required Mortgage"). If the Required Mortgage has a balloon payment, it shall be due no sooner than _____ years. Buyer shall pay for private mortgage insurance as
28 required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or the HUD Rider shall be attached to this Contract. (1) If Buyer is
29 unable to obtain the Required Commitment by the First Commitment Date, Buyer shall so notify Seller in writing on or before that Date. Seller may, within 30 business
30 days after the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer upon the same terms, and may extend the closing date
31 by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign all necessary documents
32 relating to the application and securing of the Required Commitment, and pay one application fee as directed by Seller. Should Seller choose not to secure the Required
33 Commitment for Buyer, this Contract shall be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies
34 Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required
35 Commitment on or before the Second Commitment Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not
36 provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.

37 5. **Deed; Real Estate Taxes.** At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a Recordable Warranty Deed with
38 release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject only to the following, if any:
39 covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements
40 not yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2004, and subsequent years; the mortgage or trust deed
41 referred to in Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable. Seller represents that the 200 _____ general real estate taxes are
42 CASH/RECORD General real estate taxes shall be prorated as mutually agreed by the Parties prior to the expiration of the Attorney Approval Period.

43 6. **Leases.** Seller shall present to Buyer a complete copy of all existing leases affecting the Property and a rent roll within three business days of the Acceptance Date.
44 Seller represents and warrants that (a) existing leases are assigned to Buyer at closing and (b) the present monthly gross rental income is \$ _____.

45 7. **Closing.** Closing or escrow payout shall be on June 30 2005 (except as provided in Paragraph 4(b) of this Contract), provided title has been shown to be
46 good or is accepted by Buyer, at a time and location mutually agreed upon by the Parties.

47 8. **Possession.** (a) Seller agrees to surrender possession of the Property on or before June 30 2005 ("Possession Date"), provided the transaction has closed.
48 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$ N/A per day for use and occupancy commencing the first day after
49 closing up to and including the Possession Date or on a monthly basis, whichever period is shorter ("Use/Occupancy Payments"). Buyer shall refund any part of
50 Use/Occupancy Payments for use and occupancy beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee a sum equal to 2% of
51 the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which sum shall be held from the net proceeds at closing on
52 Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to the Use/Occupancy Payments, the sum
53 of 10% of the original amount of the Possession Escrow per day up to and including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy
54 Payments to the date possession is surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of
55 payments by Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow without
56 the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the Possession Escrow with the
57 Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including
58 reasonable attorneys' fees, related to the filing of the Interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands,
59 including the payment of reasonable attorneys' fees, costs, and expenses.

60 9. **Disclosures.** Buyer has received the Heat Disclosure Yes/ No; Lead Paint Disclosure Yes/ No; Zoning Certification Yes/ No.

61 10. **Dual Agency.** The Parties consent to N/A ("Licensee") to act as Dual Agent in providing brokerage services on their behalf and specifically
62 consent to Licensee acting as Dual Agent on the transaction covered by this Contract. N/A Seller(s) Initials DM/EA Buyer(s) Initials

63 11. **Attorney Modification.** Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make
64 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to
65 the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this
66 Contract by written notice to the other Party. In that event, this Contract shall be null and void, and the Earnest Money shall be refunded to Buyer upon joint written
67 direction of the Parties to Escrowee. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY
68 APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

no verification of lot 8120

Handwritten notes:
Diane Mikuts
1445 Wilshire
Caso, IL 60610
Legal Attached
After According PLS MAIL TO



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69 12. Inspection. In addition to the inspection provided in Paragraph F of the General Conditions of this Contract, within 7 business days after the Acceptance Date
70 ("Inspection Period"), Buyer may provide at its expense (unless otherwise provided by law) a home, radon, environmental, lead-based paint and/or lead-based paint
71 hazards (unless separately waived), wood deterioration and mold inspection(s) of the Property ("Inspections") by one or more properly licensed or certified inspection
72 personnel ("Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing,
73 well, and electric systems, roofs, walls, windows, ceilings, floors, appliances, and foundations. A major component shall be deemed to be in operating condition if it
74 performs the function for which it is intended, regardless of age, and does not constitute a health or safety threat. Buyer shall indemnify Seller from and against any loss
75 or damage to the Property or personal injury caused by Buyer or Buyer's Inspector. Prior to expiration of the Inspection Period, Buyer shall notify Seller or Seller's
76 attorney in writing ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages
77 of the relevant Inspections report. Buyer agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the
78 Parties have not reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice
79 to the other Party. In the event of such notice, this Contract shall be null and void and the Earnest Money shall be refunded to Buyer upon joint written direction of the
80 Parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE
81 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.
82 13. General Provisions and Riders. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND
83 THE RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT.

84 ACCEPTANCE DATE 5/1 2005

85 Buyer Signature: Diane Mikutis

Seller Signature: Eugene H. Brewell

86 Buyer Signature:

Seller Signature:

87 DIANE MIKUTIS

88 Print Buyer(s) Name(s) Social Security #

Print Seller(s) Name(s) Social Security #

89 1445 W Thome 312 709134

5235 S. Indiana 60615

90 Address City State Zip

Address City State Zip

91 312/296-3189

(773)924-1527

92 Phone #(s) Email

Phone #(s) Email

93 FOR INFORMATIONAL PURPOSES:

95 Selling Office and Agent MLS# Email

Listing Office and Agent MLS# Email

97 Address City State Zip

Address City State Zip

98 Phone # Fax #

Phone # Fax #

99 Carter & Reiter

100 Buyer's Attorney Email

Seller's Attorney Email

101 195 Laballe

102 Address City State Zip

Address City State Zip

103 Phone # 312/277/9017 Fax #

Phone # Fax #

104 Mortgage Company Fax #

Loan Officer Fax #

PROPERTY OF COOK COUNTY CLERK'S OFFICE

105 GENERAL PROVISIONS

106 A. **Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated to date of closing. If the Property is improved, but the
 107 last available tax bill is on vacant land, the Parties shall prorate taxes when the bill on improved property is available. Security deposits, if any, shall be paid to Buyer at
 108 closing.

109 B. **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
 110 Contract.

111 C. **Title.** At least five days prior to the closing date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering
 112 a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no
 113 other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for
 114 Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Commitment for Title
 115 Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of
 116 evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at closing by payment of money, Seller may have those
 117 exceptions removed at closing by using the proceeds of the sale.

118 D. **Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
 119 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
 120 by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with
 121 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,
 122 and finalizing this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by the recipient, provided that a
 123 copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

124 E. **Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the Listing Broker, shall be paid to
 125 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this
 126 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and request
 127 Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer acknowledge
 128 that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and Buyer or their authorized
 129 agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disposition of the Earnest Money
 130 within 30 days after the date of the notice, then Escrowee shall proceed to dispose the Earnest Money as previously noticed by Escrowee. If either Seller or Buyer objects
 131 to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the joint written direction of Seller and Buyer
 132 authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the
 133 nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable attorney's fees, related to the filing of the Interpleader
 134 and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses
 135 arising out of those claims and demands.

136 F. **Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the Property
 137 are in working order and will be so at the time of closing and that the roof is free of leaks and will be so at the time of closing. Buyer shall have the right to inspect the
 138 Property during the 48-hour period immediately prior to closing to verify that they are in working order and that the Property is in substantially the same condition,
 139 normal wear and tear excepted, as of the Acceptance Date.

140 G. **Insulation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as
 141 provided by the Federal Trade Commission, and Rider 13 is attached.

142 H. **Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on
 143 the Property has been issued and received by Seller or Seller's agent ("**Code Violation Notice**"). If a Code Violation Notice is received after the Acceptance Date and
 144 before closing, Seller shall promptly notify Buyer of the Notice.

145 I. **Heating Cost Disclosure.** If the Property is located in the City of Chicago, Seller and Buyer shall comply with provisions of Chapter 5-16-010 of the Chicago
 146 Code of Ordinances concerning Heating Cost Disclosure for the Property.

147 J. **Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an
 148 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by the
 149 title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an escrow,
 150 payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and the Broker
 151 shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

152 K. **Survey.** Prior to closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than six months prior to the date of closing,
 153 showing the present location of all improvements. If Buyer or Buyer's mortgagee desires a more recent or extensive survey, the survey shall be obtained at Buyer's
 154 expense.

155 L. **Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those items set forth in this Contract, and an ALTA form if
 156 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

157 M. **Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

158 N. **RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
 159 Procedures Act of 1974, as amended.

160 O. **Transfer Taxes.** 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
 161 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other
 162 requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by
 163 the person designated in that ordinance.

164 P. **Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by Bill
 165 of Sale to Buyer.

166 Q. **Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to
 167 Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that portion of the total cost
 168 related to this violation that is below \$250.00.

169 R. **Time.** Time is of the essence for purposes of this Contract.

170 S. **Number.** Wherever appropriate within this Contract, the singular includes the plural.

171 T. **Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

172 U. **Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, and not calendar days. Business days are Monday, Tuesday,
 173 Wednesday, Thursday, and Friday, excluding all official federal and state holidays.

174 V. **Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by
 175 Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or transaction
 176 pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction
 177 directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend, indemnify, and
 178 hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or
 179 related to any breach of the foregoing representation and warranty.

180 W. **Brokers.** The Real Estate Brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of compensation
 181 made by the Listing Broker in a multiple listing service in which the listing and Cooperating Broker both participate.

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Legal description

LOTS 104, 105, 106 AND THE NORTH 13 FEET OF LOT 107 IN HIGGINS RESUBDIVISION OF NUTTS LAKE SHORE SUBDIVISION IN SECTION 2, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 1884 AS DOCUMENT NO. 527901 IN BOOK 18 PAGE 71 IN COOK COUNTY, ILLINOIS.

20-02-401-022

Property of Cook County Clerk's Office