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0518912199

Doc#: 0518912199  
Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 07/08/2005 03:53 PM Pg: 1 of 4

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COVER SHEET

Borrower (s):

PIN:

CKA:

Property of Cook County Clerk's Office

MAIL TO:

Wilson Mortgage

c/o KARL

3437 N. HARLEM AVE.

CHICAGO, IL 60634

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CHICAGO ASSOCIATION OF REALTORS MLS  
REAL ESTATE SALE CONTRACT - RESIDENTIAL  
(for single family homes)



1 TO: John Ospina SELLER DATE: 1-13-05  
 2 I/We offer to purchase the property known as  
 3 LOT 31 LOCATED A 2018 N KARLOV AVE.  
 (Address) (City) (State) (Zip)  
 4 Lot approximately 25 x 125 feet, together with improvements thereon.

5 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together  
 6 with the following: (check or enumerate applicable items)

- |  |  |  |   |
|--|--|--|---|
| 7 <input type="checkbox"/> T.V. Antenna      | <input type="checkbox"/> Washer                              | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Electronic garage door(s)      |
| 8 <input type="checkbox"/> Refrigerator      | <input type="checkbox"/> Dryer                               | <input type="checkbox"/> Window air conditioners | with <input type="checkbox"/> remote units(s)           |
| 9 <input type="checkbox"/> Oven/Range        | <input type="checkbox"/> Sump pump                           | <input type="checkbox"/> Central humidifier      | <input type="checkbox"/> Fireplace screen and equipment |
| 10 <input type="checkbox"/> Microwave        | <input type="checkbox"/> Water softener (if not rental)      | <input type="checkbox"/> Ceiling fan             | <input type="checkbox"/> Fireplace gas log              |
| 11 <input type="checkbox"/> Dishwasher       | <input type="checkbox"/> Wall to wall carpeting, if any      | <input type="checkbox"/> Outdoor Shed            | <input type="checkbox"/> Existing storms & screens      |
| 12 <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Smoke and carbon monoxide detectors |  | <input type="checkbox"/> All planted vegetation         |

13  Radiator covers  
 14  Trash compactor  
 15  Security system (if not leased)  
 16 Other items included: N/A Home warranty (attached hereto, as may or may not be assignable)  
 17 Other items excluded: N/A

17 1. Purchase Price \$ 50,000  
 18 2. Initial earnest money \$ 500 in the form of CHECK shall be held by  
 19 \_\_\_\_\_ (Escrowee) to be increased to 10% of purchase price within 10 days

20 after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before  
 21 JAN 15, 2005. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by  
 22 Escrowee for the benefit of the parties hereto in an interest bearing escrow account in compliance with the laws of the State of Illinois, with interest payable  
 23 to Purchaser at closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all  
 24 account service fees, if any. An original of this contract shall be held by Listing Broker.

25 3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE  
 26 SUBPARAGRAPHS):

- 27 (a) Cash, Cashier's check or Certified Check or any combination thereof.  
 28 (b) Assumption of Existing Mortgage (See Rider 7, if applicable).  
 29 (c) Mortgage Contingency. This contract is contingent upon Purchaser securing by JAN 26 2005 (date) a written  
 30 commitment for a fixed rate or an adjustable rate mortgage permitted to be made by a U.S. or Illinois savings and loan association or bank for  
 31 \$ 40,000, the interest rate (or initial interest rate if an adjustable rate mortgage) not to exceed 7 % per annum, amortized  
 32 over 30 years, payable monthly, loan fee not to exceed 2 %, plus appraisal and credit report fee, if any. If said mortgage  
 33 has a balloon payment, it shall be due no sooner than N/A years. Purchaser shall pay for private mortgage insurance if required by  
 34 lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid date. If Seller is not so notified,  
 35 it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so  
 36 notified Seller may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the option  
 37 of extending the closing date up to the same number of days. Said commitment may be given by Seller or a third party. Purchaser shall furnish all requested  
 38 credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller.  
 39 If Purchaser notifies Seller as above provided, and neither Purchaser nor Seller secures such commitment as above provided, this Contract shall be null and  
 40 void and all earnest money shall be returned to Purchaser. \* CHASE APPROVAL \* ATTY APPROVAL

41 If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9, or HUD Rider is hereby attached.  
 42 (d) Purchase Money Note and Trust Deed or Article of Agreement for Deed. See Rider 10.

43 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of  
 44 homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is  
 45 applicable, subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies;  
 46 special governmental taxes or assessments for improvements not yet completed; unconfirmed special governmental taxes or assessments; general real estate  
 47 taxes for the year 2004 and subsequent years; the mortgage or trust deed referred to in paragraph 3 of the provisions of this Contract and/or Rider 7, if  
 48 applicable. Seller represents that the 2004 general real estate taxes are \$ 1000. General real estate taxes shall be prorated at  
 49 105 % of the most recent ascertainable tax bill at closing.

50 5. Closing or escrow payout shall be on FEB 15, 2005 (except as provided in paragraph 3(c) above), provided title  
 51 has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at  
 52 closing

53 6.(a) Seller agrees to surrender possession of said Premises on or before NA, provided this sale has been closed. If possession  
 54 is not delivered at closing, then, at closing, Seller shall pay to Purchaser \$ NA per day for use and occupancy commencing the first day  
 55 after closing up to and including the date possession is to be surrendered or on a monthly basis, whichever period is shorter and the provisions of paragraph  
 56 6(b) shall apply. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

57 (b) If possession of the Premises is not delivered at closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the  
 58 purchase price to guarantee possession on or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of  
 59 receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said  
 60 possession escrow per day up to and including day possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is  
 61 surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller. Acceptance of payments by Purchaser shall not limit  
 62 Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession escrow without the joint written  
 63 direction of the Seller and Purchaser. If either Seller or Purchaser objects to the disposition of the possession escrow, then the parties hereto agree that the  
 64 Escrowee may deposit the possession escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. The parties agree  
 65 that Escrowee may be reimbursed from the possession escrow for all costs, including reasonable attorney's fees, related to the filing of the Interpleader and  
 66 do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs  
 67 and expenses.



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68 7. Purchaser has received the Residential Real Property Disclosure Report, Yes/ No, Heat Disclosure Yes/ No, Lead Paint Disclosure  
 69 Yes/ No, and Zoning Certification Yes/ No.  
 70 8. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reconfirm such  
 71 consent to, NA (Licensee) acting as a Dual Agent in providing brokerage services on their  
 72 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.  
 73

74 Seller(s) initials \_\_\_\_\_ Purchaser(s) initials \_\_\_\_\_  
 75 9. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation  
 76 made by the Listing Broker in a multiple listing service in which the listing and Cooperating Broker both participate.  
 77 10. It is agreed by and between the parties hereto that their respective attorneys may make modifications to the Contract other than sales price, broker's  
 78 compensation and dates, mutually acceptable to the parties. If within \_\_\_\_\_ days after acceptance of the Contract it becomes evident  
 79 agreement cannot be reached by the parties hereto regarding the proposed modifications of their attorneys and written notice thereof is given to either party  
 80 within the period specified herein, then this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written  
 81 direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL  
 82 BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

83 11. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood boring insects) and approval of the  
 84 condition of the property by the Purchaser or Purchaser's agent, at Purchaser's expense, within \_\_\_\_\_ days from the date of acceptance  
 85 of this Contract. Purchaser shall indemnify Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or  
 86 Purchaser's agent performing such inspection. In the event the condition of the property is not approved, written notice shall be given to the Seller or Seller's  
 87 agent by the Purchaser within the time specified for approval, and thereupon, Seller's obligation to sell and Purchaser's obligation to purchase under this  
 88 contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE  
 89 ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES  
 90 HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

91 12. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGES THREE AND FOUR HEREOF AND THE FOLLOWING  
 92 RIDERS ATTACHED HERETO AND MADE A PART HEREOF.

93 PURCHASER CA MADONIA ADDRESS 4343 N CLARENDON  
 94 CARL MADONIA CHICAGO IL 60613  
 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

95 PURCHASER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 96 \_\_\_\_\_  
 97 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

98 ACCEPTANCE OF CONTRACT BY SELLER  
 99 This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I/We accept this contract and agree to perform and convey title or cause title to be conveyed  
 100 according to the terms of this contract.

101 SELLER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 102 \_\_\_\_\_  
 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

103 SELLER John Joseph Madonia ADDRESS \_\_\_\_\_  
 104 JOHN JOSEPH MADONIA \_\_\_\_\_  
 Print Name (Social Security #) (City) (State) (Zip Code) (E-Mail)

105 FOR INFORMATIONAL PURPOSES:  
 106 Listing Office \_\_\_\_\_ Address \_\_\_\_\_  
 107 Seller's Designated Agent Name \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_  
 108 Cooperating Office \_\_\_\_\_ Address \_\_\_\_\_  
 109 Buyer's Designated Agent Name \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_  
 108 Mortgagee \_\_\_\_\_  
 109 Seller's Attorney \_\_\_\_\_  
 110 Purchaser's Attorney \_\_\_\_\_

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## PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 31 IN BLOCK 4 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

13-34-230-036-0000

CKA: 2018 NORTH KARLOV, CHICAGO, IL, 60639

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