

## NOTICE OF LIEN



0525850146

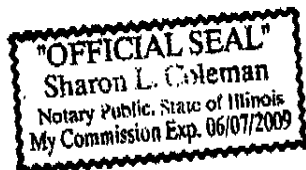
Brenda Sheriff, being sworn, says as follows:

Doc#: 0525850146 Fee: \$42.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/15/2005 02:02 PM Pg: 1 of 10

1. On or about April 19, 2005, affiant entered into a contract for the sale of the property commonly known as 314-24 W. 72d St. and 7155 S. Harvard in Chicago, Illinois with Edwin J. Perry. A copy of said contract is attached as exhibit A.
2. The property is legally described as Lot 7 in Block 6 in Eggleston's Second Subdivision, being a subdivision of the north half of the northeast quarter (except the north half of the north half of said northeast quarter) of Section 28, Township 38, Range 14, east of the Third Principal Meridian in Cook County, Illinois and has a P.I.N. 20-28-201-006-0000.
3. Pursuant to paragraph 3 of said contract, affiant paid earnest money in the amount of \$15,000 to Edwin J. Perry.
4. Edwin J. Perry has refused to consummate the contract and has retained the aforesaid earnest money deposit.
5. The title owner of the property is Old Kent Bank as successor to the First National Bank of Evergreen Park as trustee under trust number 10291 dated July 16, 1988.
6. Affiant claims a vendee's lien in the property described above in the amount of \$15,000.

*Brenda Sheriff*  
Brenda Sheriff

Subscribed and sworn to before me September 16, 2005



*Sharon L. Coleman*  
Notary Public

*This document prepared by Martin Tiersky  
2640 W. Touhy  
Chicago IL 60645*

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Exhibit A

## CHICAGO TITLE INSURANCE COMPANY REAL ESTATE SALE CONTRACT ILLINOIS FORM B \*

1. Brenda A. Sheriff, or nominee, (Purchaser)  
agrees to purchase at a price of \$ 250,000.00 on the terms set forth herein, the following described  
real estate in Cook County, Illinois:

commonly known as 314-324 West 72nd Street (7155 S. Harvard), Chicago, Illinois and with approximate  
lot dimensions of 50 x 125, together with the following property presently located thereon:

2. (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey  
or cause to be conveyed to Purchaser or nominee title thereto by a recordable warranty deed, with release of  
homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) ~~private~~  
public and utility easements ~~and roads and highways~~, if any; (c) ~~party wall rights and agreements, or any~~ (d) existing leases and  
tenancies (as listed in Schedule A attached); (e) ~~special taxes or assessments for improvements not yet completed~~; (f) ~~installments~~  
~~not due at the date hereof of any special tax or assessment for improvements hereto now completed~~; (g) mortgage or trust deed  
specified below, if any; (h) general taxes for the year 2004 and subsequent years ~~including taxes which may occur by~~  
~~reason of new or additional improvements during the year (c)~~ and to

3. Purchaser has paid \$ 15,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy  
the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not  
applicable)*

(a) The payment of \$ Balance of purchase price, plus or minus prorations.

~~(b) The payment of \$ \_\_\_\_\_ and the balance payable as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured  
by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B,  
or, in the absence of this attachment, the forms prepared by \_\_\_\_\_ and identified as  
Nos. \_\_\_\_\_, \*\* and by a security agreement (as to which Purchaser will execute or cause to be executed such financing  
statements as may be required under the Uniform Commercial Code in order to make the lien created ~~and~~ under effective), and an  
assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D.  
Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the  
Chicago Title Insurance Company.

(\*\*If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust  
deed shall be in the forms used by The Chicago Trust Company.)

~~(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal  
indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ \_\_\_\_\_ bearing interest at the  
rate of \_\_\_\_\_ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness  
at the time of closing and the balance of the purchase price.~~

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by  
the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

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5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with 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 deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraph if inapplicable.)*

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

~~Alternative 3:~~

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:~~

*(Strike two of the three alternatives.)*

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act ~~(do)~~ (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

~~(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.~~

~~(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place on record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.~~

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## CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (If one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the second page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) 105 % of the most recent ascertainable taxes;

~~(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of a proration letter attached hereto and incorporated herein by reference.~~

(c) [Other] \_\_\_\_\_

~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:~~

~~All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)~~

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

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5. The time of closing shall be on May 20, 2005 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title - Loop Office or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to None in the amount set forth in the broker's listing contract or as follows:

7. The earnest money shall be paid by Seller (payment acknowledged) for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within five (5) days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this contract.

Dated: April 19, 2005

Purchaser: [Signature]

Purchaser: Breanna A. Stigleb

Seller: Rev. Edwin J. Parry

Seller: Rev. Edwin J. Parry

Address: c/o Stephen M. Waters  
180 N. Wacker Dr. #201, Chicago, IL 60606

Address: 312/372-0650 Fax: 312/372-3559

Address: c/o Evans, Lowenstein, Shimanovsky & Moscardini,  
130 S. Jefferson, #500, Chicago, IL 60661

Address: 312/782-1850 Fax: 312/466-0819

\*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

See the RIDER which is attached hereto and made a part hereof.

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## RIDER

This RIDER ("Rider") is attached to and made a part of that certain REAL ESTATE SALE CONTRACT ("Contract") for the multi-family residential property located at 314 through 324 West 72<sup>nd</sup> Street, Chicago, Illinois, (also known as 7155 South Harvard) by and between Purchaser and Seller, who agree as follows:

1. **Conflicts.** This Rider shall become a part of the REAL ESTATE SALE CONTRACT covering the property described above, and should any provision of the RIDER and the CONTRACT be in conflict, the terms of this RIDER shall control.

2. **Title.** The title insurance policy or commitment for title insurance furnished by Seller must show title to be merchantable, and shall include extended coverage waiving the standard exceptions.

3. **Time for Obtaining Financing.** Completion of this transaction shall be contingent upon Purchaser being able to obtain by May 18, 2005, a firm commitment for a first mortgage loan secured by the real estate for \$187,500.00 with interest not to exceed 7.0% payable over 30 years, or upon such other conditions as Purchaser shall accept. Purchaser shall pay all costs of obtaining financing. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified and gives notice to Seller within that time, the Sale and Construction Agreement shall become null and void and all earnest money shall be returned to Purchaser. **IF SELLER IS NOT SO NOTIFIED BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT MORTGAGE FINANCING.**

4. **Additional Seller Financing.** At closing Purchaser shall grant to Seller, in addition to the purchase price as set out above, a Mortgage in the principal amount of \$50,000.00, which Mortgage shall be secured by the Property and which shall be subordinated to any purchase money mortgage obtained by Purchaser in conjunction with this transaction. The mortgage shall be interest free and due on or before a date certain, but not more than two years after closing. The terms and conditions of the Mortgage shall be agreed to and entered into by the parties at closing.

5. **Survey.** Seller shall on or before five (5) days before closing furnish to the Purchasers a current plat of survey acceptable to Purchasers' lender and certified by the surveyor not more than six (6) months prior to the closing date, and made in compliance with the Illinois Land Survey Standards, showing the measured location of all improvements to the property to be within the boundaries of the property and that there shall be no encroachments from adjoining property, and no easement violations. The survey shall meet at least the current minimum detail requirements for a "boundary survey" as established by the Illinois Department of Professional Regulation, and be so certified by the surveyor. The Survey shall show no encroachments onto the Property from any adjacent property, no encroachments by or from the Property onto any adjacent property and no violation of any recorded building lines, restrictions or easements affecting the Property. If the Survey discloses any such encroachment or violation or any exception to title or matters indicating

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possible rights of third parties, other than the Permitted Title Exceptions (herein, the "Survey Defects"), Seller shall have all Survey Defects removed, at Seller's sole cost and expense, from the Survey and from the Title Commitment (if raised by Title Insurer on the Title Commitment) and to deliver to Purchaser a revised Survey and Title Commitment evidencing removal of all Survey Defects. If Seller fails to have the same removed from the Survey and the Title Commitment, Purchaser may elect to (i) extend the Closing Date, (ii) terminate this Agreement or (iii) accept the Property subject only to those Survey Defects as Seller is unable to have removed.

6. **Purchaser's Access to the Property.** Seller shall permit representatives, agents, employees, contractors, appraisers, architects and engineers designated by Purchaser access to, and entry upon, the Property to examine, inspect, measure and test the Property.

7. **Seller's Delivery of Materials.** Within five (5) business days after the execution hereof, Seller shall deliver to Purchaser true, correct and complete copies of the following as exist:

- a. **Title Policy.** Seller's current title policy including all documents evidencing the title exceptions to title to the Property;
- b. **Tax Bills.** the most recent real estate tax bills pertaining to the Property; and all data, correspondence, documents, agreements, waiver, notices, applications and other records in respect to the Property and relating to transactions with taxing authorities, governmental agencies, utility companies, vendors, mortgages, and others, if any;
- c. **Engineering and environmental data.** All engineering reports and surveys pertaining to the Property, including all environmental audits and reports, surveys, including topographic surveys, and soil boring reports, if any, as applicable;
- d. **Rent rolls.** A certified Rent Roll listing any and all tenancies, rentals and periods covered, delinquencies and security deposits;
- e. **Inventory.** An inventory of all appliances, furnishings, equipment and personal property sold with the property, which shall include all appliances in each dwelling unit, and which shall, as fully as possible, identify each item by color, manufacturer, year and model number;
- f. **Leases.** Full and complete copies of all existing leases and amendments thereto, if any.

8. **Representations and Warranties of Seller.** To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller represents and warrants to Purchaser on and as of the Effective Date and as of the Closing Date as follows:

- a. **Accuracy of Representations and Warranties.** All representations and warranties of Seller appearing in the other Articles and Sections of this Agreement are true and correct.

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- b. **Title.** Seller owns the Property in fee simple, free of any liens, claims or encumbrances other than the Permitted Title Exceptions, and the property consists of a twelve (12) unit residential building, with Permanent Index Number 20-28-201-006-0000.
- c. **Donations.** There are no donations or payments to or for schools, parks, fire departments or any public entity or facilities which are required to be made by an owner of the Property.
- d. **Authorization.** Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed to be executed pursuant hereto on behalf of Seller and shall be duly authorized to sign the same on Seller's behalf and to bind Seller hereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.
- e. **Condemnation/Zoning.** There is no existing, pending or, to the best of Seller's knowledge, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets, roads or highways abutting the Property, (iii) special tax or assessment or back tax due to abatement, exemption, deferment or special classification to be levied against the Property, (iv) change in the zoning classification of the Property, or (v) change in the tax assessment of the Property. The Property is zoned RT-4.
- f. **Access.** The Property has free and full legal access to and from the adjoining roadways, and there is no pending or threatened action which would impair such access.
- g. **Tenancy Conditions.** Seller represents and warrants that all monthly rental payments for occupied units are current, that all utility payments (except those which are the responsibility of individual tenants) will be current as of the date of closing, and there are no current or pending tenancies except those for which copies of written leases have been provided. Seller will not enter into any new rental agreements without the written consent of Purchaser. All existing tenancies and security deposits shall be assigned to Purchaser at closing, and all interest payments due to tenants have been fully paid. At closing, all rents shall be considered current through the month of closing.
- h. **Material Changes.** There are no facts or circumstances not disclosed to Purchaser of which Seller has knowledge and which have or could have a material adverse effect upon the Property or which will diminish or otherwise affect Purchaser's interest under this Agreement



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or in or to the Property or which will prevent Seller's full performance of its obligations hereunder. Seller agrees to notify Purchaser immediately of such facts or circumstances if Seller becomes aware of the same.

- i. **Flood Plain.** The Property is not located in flood plain and there are no wetlands on the Property.

9. **Environmental Representations and Warranties.** Seller represents and warrants that, to the best of its knowledge: (i) neither the Property nor any part thereof is in breach of any Environmental Laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic or waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability; (v) at no time has there been a release (as defined in CERCLA) of any Hazardous Materials in, on, or under the Property; (vi) Seller has never used to the Property for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Materials, nor has the Property ever been used for the storage, manufacture, disposal, handling, transportation or uses of any Hazardous Materials; (vii) all permits or licenses necessary or required to store, use or manufacture Hazardous Materials within or on the Property, if any, have been obtained, are being complied with, and are in full force and effect; (viii) there is no, nor has there ever been any, investigation, administrative proceeding, litigation, regulatory hearing or other action proposed, threatened or pending, alleging noncompliance with or the violation of any Environmental Law and relating to the Property; (ix) Seller has disclosed to Purchaser all reports and investigations commissioned by Seller or within Seller's control relating to the environmental condition of the Property and (x) there are no wells located on the Property.

10. **Condition of Systems.** Sellers represent that all systems, equipment and appliances, if any, to be conveyed by Deed or sold by Bill of Sale, including but not limited to the following, will be in operating condition on the date and time of closing: All mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchasers.

11. **Inspection.** This contract is subject to receipt by the Purchaser of an inspection report acceptable to the Purchaser as to the condition of the premises and its various fixtures and systems. The cost for the report and inspection shall be paid by the Purchaser. Seller shall allow reasonable access to the property to the inspector and Purchaser. Seller, or Seller's agent shall be permitted to accompany the inspector. If, within five (5) business days (excluding Saturdays, Sundays and holidays) after acceptance of this contract Purchaser gives notice in writing that the inspection was not acceptable, this Contract shall become null and void and all earnest money returned. **IN THE ABSENCE OF WRITTEN NOTICE AS REQUIRED, THIS PROVISION IS VOID AND WITHOUT EFFECT.**

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12. **Attorney Approval.** It is agreed by and between the parties hereto as follows: That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld, but, if within three (3) business days after the date of the Contract, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. **IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**

13. **Notice.** For the purpose of Notice, facsimile notice to the attorney for a party shall be considered sufficient notice for any purpose and is effective upon receipt, with a copy promptly sent by regular mail.

**IN WITNESS WHEREOF**, Purchaser and Seller have caused this Agreement to be executed by their duly authorized representatives, intending to be legally bound by the provisions herein contained.

SELLER

PURCHASER

By: Rev. Edwin J. Perry  
Name: Rev Edwin J. Perry

By: [Signature]  
Name: BRENDA A. STEWART

Date of Execution: April 19, 2005

Date of Execution: April 19, 2005