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Doc#: 0532132110 Fee: \$46.50
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Cook County Recorder of Deeds
Date: 11/17/2005 01:55 PM Pg: 1 of 2

Recording of contract for the sale of

2502 N. LeClaire, Chicago, IL 60639

Seller:

Anthony Kaplunov and Lada Kaplunov
and Felix Bolotin and Rachel Bolotin

Buyer:

Nelly Velazquez and Ricardo Alvear

LEGAL DESCRIPTION

LOT 21 IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 3,
BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION
28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 13-28-420-039-0000

Common Address: 2502 N. LeClaire, Chicago, IL 60639

Prepared by:

Roberto Cisneros, Esq.
831 N. Ashland
Chicago, IL 60622

Please mail to:

Roberto Cisneros, Esq.
831 N. Ashland
Chicago, IL 60622

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CHICAGO ASSOCIATION OF REALTORS/MLS REAL ESTATE SALE CONTRACT—APARTMENTS/INVESTMENTS



1 TO: Anthony Kaplunov SELLER DATE: August 6, 2005
 2 I/We offer to purchase the property known as 2502 N. LECLAIRE (Address) Chicago (City) IL (State) 60639 (Zip)

3 Lot approximately _____ (Acres), together with improvements thereon.
 4 **FIXTURES AND PERSONAL PROPERTY.** Seller agrees to transfer to Purchaser by a Bill of Sale, all heating, electrical, and plumbing systems together with the following:
 5 (check or enumerate applicable items)
 6 TV, Antenna Washer Central air conditioner Electronic garage door(s)
 7 Refrigerator Dryer Window air conditioner with remote unit(s)
 8 Oven/Range Sump pump Electronic air filter Fireplace screen and equipment
 9 Microwave Water softener (if not rental) Central humidifier Fireplace gas log
 10 Dishwasher Wall to wall carpeting, if any Ceiling fan Radiator covers
 11 Garbage disposal Outdoor Shed Existing storms & screens Fall planted vegetation
 12 Trash compactor Smoke and carbon monoxide detectors
 13 Window shades, attached shutters, draperies & curtains, hardware & other window treatments
 14 Security system (if not leased)
 15 Other items included: _____
 16 Items excluded: _____

17 Purchase Price \$ 580,000
 18 1. Initial earnest money \$ 5000.00 in the form of check shall be held by DRALYUK REAL ESTATE (Escrowee) to be
 19 increased to 10% of purchase price within _____ days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not a
 20 cepted by Seller on or before AUGUST 12, 2005. If the earnest money is in excess of Five Thousand Dollars (\$5,000.00), the earnest money shall be deposited by
 21 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 to Purchaser at
 22 closing. Purchaser and Seller shall execute all documents necessary to establish any such escrow account and Purchaser shall assume all account service fees, if any. An original
 23 of this contract shall be held by Listing Broker.

24 5. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
 25 (a) ~~Cash, Cashier's check, or Certified Check as a combination thereof~~
 26 (b) ~~Assumption of Buyer's Mortgage (See Rider 7, if applicable)~~
 27 (c) Mortgage Contingency: This contract is contingent upon Purchaser securing by 9-23-2005 (date) a written commitment for a fixed rate or an
 28 adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associations or banks, for \$ 464,000.00 the interest rate (or initial interest
 29 rate if an adjustable rate mortgage) not to exceed 6.0 % per annum, amortized over 30 years, payable monthly, loan fee not to exceed
 30 1.0 %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Purchaser
 31 shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing by the aforesaid
 32 date. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller
 33 is so 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 of extending
 34 the closing date up to the same number of days. Said commitment may be given by Seller as a third party. Purchaser shall furnish all requested credit information, sign customary
 35 documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and
 36 neither Purchaser nor Seller secures such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall
 37 not be liable for any sales commission.

38 If an FHA or VA mortgage is to be obtained, Rider 8, Rider 9 or HUD Rider is hereby attached, as applicable.
 39 (d) Purchase Money Note and Trust Deed or Article of Agreement for Deed (see Rider 10).
 40 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 homestead rights (or
 41 other appropriate deed if title is in trust or in an estate), or Article of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject only to the following, if
 42 any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not
 43 yet completed; unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2004 and subsequent years; the mortgage or trust deed set
 44 forth in paragraph 3 and/or Rider 7. General real estate taxes shall be prorated at 110 % of the most recent ascertainable tax bill at closing.
 45 5. Seller shall present to Purchaser a complete copy of all existing leases affecting the property and a rent roll within three (3) days of the date of this contract.
 46 6. Closing or escrow payout shall be on September 20, 05, except as provided in paragraph 3(c) above, provided title has been shown to be good or is accepted
 47 by Purchaser at the office of Purchaser's mortgagee or at _____.

48 7. Seller agrees to surrender possession of said premises on or before September 20, 2005, provided this sale has been closed
 49 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ 60.00 per day for use and occupancy commencing the first day after closing up to and
 50 including the date possession is to be surrendered or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the
 51 date possession is surrendered.
 52 (b) Possession Escrow. At closing, Seller shall deposit with Escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on
 53 or before the date set forth above, which sum shall be held from the net proceeds of the sale on Escrowee form of receipt. If Seller does not surrender possession as above, Seller
 54 shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to
 55 Purchaser plus any unpaid use and occupancy to the date possession is surrendered, said amount(s) to be paid out of escrow and the balance, if any, to be turned over to Seller and
 56 acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies. Seller and Purchaser hereby acknowledge that Escrowee will not distribute the possession
 57 escrow without the joint written direction of the Seller and Purchaser or their authorized agent. If either Seller or Buyer objects to the disposition of the possession escrow then the
 58 parties hereto agree that the 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
 59 agree 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 do hereby agree
 60 to indemnify and hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses.
 61 8. Purchaser has received the Heat Disclosure Yes / No, Lead Paint Disclosure Yes / No, and Cert. of Certification Yes / No.
 62 9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING BELOW AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A PART HEREOF

63 10. DUAL AGENCY CONFIRMATION OF CONSENT: The undersigned confirm that they have previously consented to, and hereby reaffirm such consent to,
 64 _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a
 65 Dual Agent in regard to the transaction referred to in this document.

66 Seller(s) initials _____ Buyer(s) initials _____
 67 11. The Real Estate Brokers named below shall be compensated in accordance with their agreements with their clients and/or any offer of compensation made by the Listing
 68 Broker in a multiple listing service in which the Listing and Cooperating Broker both participate.
 69 12. 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 compensation and
 70 dates, mutually acceptable to the parties. If within 5 days after acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto
 71 regarding the proposed modifications of their attorneys and written notice thereof is given to either party within the period specified herein, then this Contract shall become null
 72 and void and all monies paid by the Purchaser shall be refunded upon joint written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN
 73 THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND
 74 EFFECT.

75 13. Purchaser's obligation to purchase under the Contract is subject to the inspection (including any inspection for wood-boring insects) and approval of the condition of the
 76 property by the Purchaser or Purchaser's agent, at Purchaser's expense, within 5 days from the date of acceptance of this Contract. Purchaser shall indemnify
 77 Seller from and against any loss or damage to the property caused by the acts or omissions of Purchaser or Purchaser's agent performing such inspection. In the event the
 78 condition of the property is not approved, written notice shall be given to the Seller or Seller's agent by the Purchaser within the time specified for approval, and thereupon,
 79 Seller's obligation to sell and Purchaser's obligation to purchase under this Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon joint
 80 written direction of both parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED
 81 WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

82 14. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON PAGE THREE HEREOF AND THE FOLLOWING RIDERS ATTACHED HERETO AND MADE A
 83 PART HEREOF.
 84 PURCHASER: Nelly Velasquez ADDRESS: 2536 N. LARAMIE
 85 NELLY VELASQUEZ (Social Security #) _____ (City) Chicago (State) IL (Zip Code) 60639 (E-Mail) _____
 86 PURCHASER: Ricardo Alvear ADDRESS: 2536 N. LARAMIE
RICARDO ALVEAR (Social Security #) _____ (City) Chicago (State) IL (Zip Code) 60639 (E-Mail) _____

ACCEPTANCE OF CONTRACT BY SELLER
 This 6 day of AUGUST, 2005, I/We accept this contract and agree to perform and convey title or cause title to be conveyed according to the terms of this
 contract.
 SELLER: _____ ADDRESS: 5135 BRANDESS, GLENVIEW IL 60026
 Print Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____ (E-Mail) _____
 SELLER: _____ ADDRESS: _____
 Print Name _____ (Social Security #) _____ (City) _____ (State) _____ (Zip Code) _____ (E-Mail) _____

FOR INFORMATIONAL PURPOSES:
 Listing Office: DRALYUK REAL ESTATE Address: 8826 NILES CENTER ROAD
 Seller's Designated Agent Name: ZINOVY DRALYUK Phone: 847/673-1500 E-Mail _____
 Cooperating Office: VISION REALTY GROUP, INC Address: 2639 N CENTRAL AVE
 Buyer's Designated Agent Name: JOEL DUIEDO Phone: 630 484 8920 E-Mail: JOEL-DUIEDO@GMAIL
 Mortgagee: _____
 Seller's Attorney: KAPLAN LAW OFFICES (847) 676-8600
 Purchaser's Attorney: ROBERTO CISNERO 773-350-9842

