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Doc#: 0535053239 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/16/2005 03:45 PM Pg: 1 of 4

CLAIM OF INTEREST
Prepared By & Mail To:
Sharon M. Hudson
P.O. Box 1063
Orland Park, IL 60462

Sharon M. Hudson of Orland Park, IL 60462 hereby claims an equitable interest in the real estate commonly known as 5847-49 South Michigan, Chicago, IL and legally described as:

Lots 14 and 15 in Gayte's Subdivision of the South 3/4 of Lot 20 of Newhall, Luray and Woodbridge's Subdivision of the Northwest Quarter of Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 20-15-121-014-0000

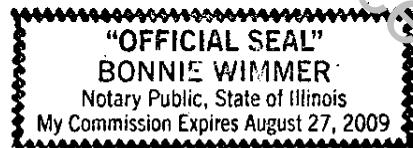
Address of Property: 5847-49 South Michigan Avenue, Chicago, IL

Said property is owned by Randy Alexander as beneficiary of LaSalle Bank National Association as trustee under trust number 122283 and a copy of the real estate contract entered into by myself and Randy Alexander is attached hereto as Exhibit A.

Sharon M. Hudson

Subscribed and sworn before me by Sharon M. Hudson this 16 day of December, 2005.

Bonnie Wimmer
Notary Public



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- 156 (e) Buyer acknowledges for the benefit of Seller and for the benefit of third parties that Buyer has had complete access to the real
 157 estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to
 158 the physical and other condition of the real estate, improvements and included personal property.
- 159 (f) Seller shall remove all debris from the real estate and improvements by date of possession. Buyer shall have the right to inspect
 160 the real estate and improvements during the 45-day period immediately prior to closing to verify that the real estate,
 161 improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this
 162 contract, normal wear and tear excepted.
- 163 (g) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the
 164 date of this contract from any city, village, or other governmental authority.
- 165 (h) Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue the commitment and
 166 close the transaction.
- 167 (i) Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the
 168 municipality in which the real estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances.
 169 Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax
 170 imposed by state law.
- 171 (j) Any facsimile transmission of any documents relating to this contract shall be considered to have the same legal effect as the
 172 original document and shall be treated in all manner and respects as the original document.
- 173 (k) Buyer shall furnish flood insurance required by lender and shall pay any usual and customary processing costs or charges
 174 required by lender.
- 175 (l) Time is of the essence; however, Seller and Buyer may change any date or time limit set forth herein by a written agreement
 176 executed by Seller and Buyer or their authorized agents.
- 177 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property
 178 Tax Act of 1990 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents
 179 and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the
 180 Act.
- 181 (n) Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
- 182 (o) Captions are not intended to limit the terms and conditions of this contract and are not part of the contract.
- 183 (p) Seller and Buyer agree to cooperate in any applicable 1031 Exchange, and shall execute all documents with respect thereto at
 184 their own expense.

196

17. CONFIRMATION OF DUAL AGENCY¹: The Parties confirm that they have previously consented to
 197 and specifically consent to Licensee acting as a Dual Agent in providing brokerage services on their behalf
 198 and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.

200 The terms of Rider(s)

October 11, 2005

201 Date of Offer

202 Buyer (Signature)

Johnathan Hudson Social Security No.

203 Seller (Signature)

Sharon Hudson Social Security No.

204 Print Buyer(s) Name(s)

205 Address

206 City

State

Zip

207 Phone Number(s)

208

Prudential Equities21153Selling OfficeNorman BrownMLS#Buyer's Designated AgentJohn HumphreyOrchard Rd74630CityStateZipPhone No.Roger ReichBuyer's Attorney

212

Address70 N. 579-553 W.Fax No.

213

Phone No.

214

Mortgage Company

209 attached hereto are made a part hereof.

210 Date of Acceptance October 11, 2005 19119058 2211 Seller (Signature) Johnathan Hudson Social Security No.212 Seller (Signature) Sharon Hudson Social Security No.

213 Prob Seller(s) Name(s)

214 Address

215 City State Zip

216 Phone Number(s)

217 M A T I O N O N L Y

218 Marcus & Millichap MLS#219 JWV OLM MLS#220 333 W WACKER #200 MLS#221 Address City State Zip222 C770460 TJ CO606 Fax No.223 Phone No. 312.327.5417 Fax No.224 Seller's Attorney THOMAS ERNST Fax No.225 Address 708.957.5500 Fax No.226 Phone No. 708.957.5541 Fax No.227 Loan Officer Phone No.

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10-11-2005 11:57 PROSPECT EQUITY INC. 10012001

76 9. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval, by Buyer or the
 77 condition of the real estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by a
 78 contractor selected by Buyer, within 60 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller
 79 from and against any loss or damage to the real estate caused by the acts or negligence of Buyer or the person performing such
 80 inspection. Notice of disapproval shall be given pursuant to Paragraph 13.

81 10. DISCLOSURE: Seller shall provide to the Buyer all information relevant to the condition, use and operation of the subject
 82 property available to Seller. Seller shall prepare, and deliver to Buyer, all documentation for the subject property in accordance
 83 with the Illinois Responsible Property Transfer Act, or similar laws of any jurisdiction in which the property is located. Seller
 84 shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or
 85 appropriate.

86 11. SELLER REPRESENTATION: Notwithstanding anything to the contrary contained in this contract, Seller represents that to
 87 the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the real
 88 estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of
 89 closing.

90 Seller certifies that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks
 91 located on the Property and no chemicals or toxic wastes have been stored or disposed of on the Property, except for _____
 92 _____, and that the Property has not been cited for _____
 93 any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located
 94 within any designated legislative "superfund" area, except for _____.

95 12. LEASES: Seller will not enter into or extend any leases with respect to the subject property from and after the date Seller signs
 96 this contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the
 97 possession of Seller, including interest accrued, if applicable, shall be assigned to Buyer at the time of closing. Seller shall deliver
 98 to Buyer, within 5 business days, true and correct copies of all leases, and this contract is subject to Buyer's review of same within
 99 10 business days from the date of acceptance.

100 13. TITLE COMMITMENT: Seller shall deliver to Buyer or Buyer's agent, not less than five days prior to the time of closing, a
 101 title commitment for an owner's title insurance policy issued by a title insurance company licensed to do business in the state of
 102 Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended
 103 grantor subject only to (1) the usual liens and stipulations and standard or general exceptions contained in the owner's policy
 104 issued by that company, (2) the title exceptions set forth above in paragraph 4, (3) title exceptions which may be removed by the
 105 payment of money at the time of closing, and which the Seller may be remove at that time by using the funds to be paid upon the
 106 delivery of the deed. Any title commitment furnished by the Seller heretofore shall be conclusive evidence of good title as therein
 107 shown, subject only to exceptions as therein set forth. The Seller shall timely file all notices and take all necessary steps to assure the
 108 decertification of the real estate and recording of the deed at closing. If the title company makes exceptions relating to title
 109 other than those referred to in this paragraph, Seller shall have 30 days from the date of the delivery thereof to Buyer to have these
 110 exceptions removed from the commitment. If Seller fails to have these exceptions removed within such time, Buyer may
 111 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
 112 then is with the right to deduct from the purchase price land or encroachments of a definite or ascertainable amount. If Buyer does
 113 not so elect, this contract shall become null and void without further action of the parties, and the earnest money shall be returned
 114 to the Buyer.

115 14. DEFAULT: If the Buyer defaults, earnest money shall be forfeited and applied to payment of broker's commission and any
 116 expenses incurred, and balance paid to Seller. If Seller defaults, earnest money, at option of Buyer, shall be refunded to Buyer, but
 117 such refunding shall not release Seller from its obligations under this contract. In the event of a dispute as to who is entitled to
 118 the earnest money, the escrowee may deposit the escrow funds with the Clerk of the Circuit Court in accordance with state law.
 119 The parties agree to indemnify and hold the escrowee harmless from any and all claims and demands, including the payment of
 120 reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be borne equally by both
 121 Seller and Buyer.

122 15. NOTICES: All notices or other communications which may be required or made under the terms of this contract shall be in
 123 writing and shall be made to the parties hereto at the addresses which appear after their names, or at such address or to such person
 124 as each may by written notice to the other designate; by personal delivery, certified or registered mail, or by facsimile
 125 transmission. In case of mailing, such notice shall be deemed to be given as of the date notice is placed in the United States mail,
 126 postage paid. For the purposes of Paragraph 9 of this contract, if written notice of disapproval is given within the time period
 127 specified, this contract shall be null and void and the earnest money shall be returned to Buyer. Notice of disapproval may be
 128 given by either party hereto or by their respective attorneys. If written notice of disapproval is NOT given within the time period
 129 specified, this contingency shall be deemed waived and the contract shall remain in full force and effect.

16. GENERAL CONDITIONS:

130 (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract,
 131 at option of Buyer, shall become null and void or Buyer may elect to take any assignment of Seller's insurance proceeds.

132 (b) Prior to closing, Seller shall furnish at Seller's expense a survey dated not more than six (6) months prior to contract
 133 acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the real
 134 estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of
 135 improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss
 136 resulting from such improper locations or encroachments, Buyer may, at his option, declare this contract to be null and void.
 137 Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer
 138 shall bear the cost of any later title survey which may be required by Buyer's lender or desired by Buyer.

139 (c) Existing mortgage and non indebtedness may be paid out of sale proceeds. Buyer may place a mortgage on the real estate and
 140 apply proceeds to purchase.

141 (d) All of the items of personal property shall be transferred to Buyer by delivery at closing of a customary Bill of Sale without
 142 warranty of merchantability or fitness for particular purpose. Seller also shall furnish Buyer an Affidavit of Title covering the time
 143 of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

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10-11-2003 11:55 PROJECT EXCELSIOR TOWERS

E FOLIO

REALTOR® ASSOCIATION OF WEST/SOUTH SUBURBAN CHICAGOLAND
COMMERCIAL SALES CONTRACT

1 WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME A LEGALLY BINDING AND ENFORCEABLE CONTRACT

2 FROM: (Buyer) Sharon Hudson
Name _____3 TO: (Seller) owner of recordDATE: 10/11/05

4 OFFER OF BUYER: I/we (Buyer) offer to purchase the real estate known as:

5 5847-49 S Michigan Chicago Cook
6 State City County7 IL 60637
8 Zip

9 Legally described on Exhibit A, if any, lot size approximately

10 100 x 100 ft. together with improvements thereon.
11 Assessor's Index No.: 20-15-121-011-0000
12 **INCLUDES:** The following shall be included: personal property, if any, located on the real estate of the date hereof, for which
13 a bill of sale will be given; screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling,
14 ventilating, lighting and plumbing fixtures; attached structures, porches, exterior shutters, cabinets and awnings; planted vegetation;
15 smoke detectors; as well as the following specific items: Rent Roll, Current leases, all Exp. stated
16 and all 2005 VISA fees go to seller property.17 **EXCLUSIONS:** The following shall be excluded:

18 Any personal property not specifically included shall be deemed excluded.

19 1. PRICE: Purchase Price \$ 559,00020 initial earnest money \$ 5,000 in the form of a check dated 10/10/05 payable to
21 Listing Broker or Seller's Attorney, as designated below. Upon acceptance
22 of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. Said initial
23 earnest money shall be retained, and this offer shall be void if not accepted on or before 72 hours - 10/11/05
24 An additional \$10,000 dollars or what is due after 30 day finance contingency fee25 2. FINANCING: This contract is contingent upon the ability of Buyer to secure within 30 days of Seller's acceptance on
26 10/11/05 a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real
27 estate in the amount of \$472,000, or such lesser amount as Buyer shall accept, with a fixed or initial interest
28 rate (delete one) not to exceed 7 %, and loan to be amortized over a minimum of 25 years, with a loan service
29 charge not to exceed 2 %. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage
30 loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT
31 SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED
32 SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE
33 FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller
34 may, at Seller's option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to
35 secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein
36 with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all
37 requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage
38 commitment. If Seller is thereafter unable or unwilling to accept such a commitment or to accept purchase money financing as
39 herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest
40 money to Buyer.41 3. PAYMENT METHODS: The Purchase Price shall be paid, at closing, subject to prorations, all in cash, by cashier's check,
42 certified check, wire transfer or other forms of funds acceptable to closing agent.43 4. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
44 10/11/05 by conveyance by star and recordable warranty deed (or other
45 appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by
46 this contract subject only to general taxes for 2005 and subsequent years; building lines and building restrictions of record; 2005
47 zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record as to use and
48 occupancy; party wall rights and agreements, if any; existing leases or tenancies; the mortgage; or if not deed, if any, as described in
49 Paragraph 2 above; acts done or suffered by or through the Buyer. However, special taxes and assessments, if any, for
50 improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or
51 Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee
52 to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their
53 respective representation agreements or contracts and shall provide waiver of Broker's fees at closing.54 5. PRORATIONS: Real Estate taxes (based on 1/2 % of most recent assessable taxes); assignable insurance policies, if
55 requested by Buyer; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date
56 of possession. Parties hereto agree to re-prorate all unbilled real estate tax bills.

57 6. POSSESSION: Possession shall be delivered at closing unless otherwise agreed in writing.

58 7. EARNEST MONEY: Earnest money and this contract shall be held by Listing Broker for the benefit of the parties hereto.
59 March 1st 200660 (Check if applicable) Parties agree that said earnest money is to be held in a federally insured deposit account at a banking
61 institution designated by the holder of the earnest money. All interest earned on the earnest money is to accrue to Buyer and is to
62 be paid to Buyer at the time of closing or upon termination of this Contract.63 8. ATTORNEY MODIFICATION: The terms of this Contract (and all riders attached), except purchase price, are subject to
64 modification by the parties' attorneys within 5 business days from the date of acceptance. Notice of modification, if any, shall be
65 in writing and shall state the specific terms being modified and the suggested revisions. If within 10 business days of the date of
66 acceptance, agreement is not reached, this Contract shall be null and void, and all earnest money shall be returned to Buyer.