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CHICAGO ASSOCIATION OF REALTORS/MSLS  
CONDOMINIUM REAL ESTATE SALE CONTRACT  
(including condominium townhome)

Doc#: 0604634055 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/15/2006 10:22 AM Pg: 1 of 4



Amy Wholey ("Buyer") and owner of property ("Seller") (collectively, "Parties"), to convey the real property known as 0155 W. Lawrence Ave, Chicago, IL 60641 (Address) (City) (ST) (Zip) (Unit No.)

1 This Contract is made between  
2 "Parties", to convey the real property known as  
3 space number 1123 (check applicable) located limited common element assigned. A fully executed original of this Contract shall be held by Listing Broker. The date  
4 of the offer of this Contract is 1123, 2006

- 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  T.V. Antenna  Washer
  - 8  Refrigerator  Dryer
  - 9  Oven/Range  Attached book cases and cabinets
  - 10  Microwave  Smoke and carbon monoxide detectors
  - 11  Dishwasher  Garbage disposal
  - 12  Outdoor shed  Built-in or attached shelving
  - 13  Ceiling fan  Electronic garage door(s) with remote unit(s)
  - 14  Central air conditioner
  - 15  Window air conditioner
  - 16  Electric air filter
  - 17  Central humidifier
  - 18  Fireplace screen and equipment
  - 19  Water softener
  - 20  Fireplace gas log
  - 21  Firewood
  - 22  Lighting fixtures
  - 23  Sump pump
  - 24  Security system
  - 25  Wall to wall carpeting
  - 26  Existing stairs & screens
  - 27  Radiator covers
  - 28  All planted vegetation
  - 29  Trunk compactor
  - 30  Window treatments

15 Seller also transfers the following:  
16 2. Purchase Price. The purchase price for the Property and the items identified in Paragraph 1 is \$ 460,000 ("Purchase Price").  
17 3. Earnest Money. Upon Buyer's execution of this Contract, Buyer shall deposit with Calverly Bank ("Escrowee"), initial earnest money in the  
18 amount of \$ 1000 in the form of personal check ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this  
19 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before presentation. The Initial Earnest Money shall be increased to 3% of  
20 the Purchase Price ("Final Earnest Money") within 3 business days after the expiration of the Attorney Approval Period (See Paragraph 12 of this Contract) (the  
21 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  
22 regard to the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.

23 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  
24 minus prorations, 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  
25 Buyer securing by 2100 Ave ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage  
26 permitted to be made by a U.S. or Illinois savings and loan association or bank for 90k LTV, the interest rate (or initial interest rate if an adjustable rate  
27 mortgage) not to exceed 6.5 % per year, amortized over 30 years, payable monthly, loan fee not to exceed 0 %, plus appraisal and credit report fee, if any  
28 ("Required Mortgage"). If the Required Mortgage has a balloon payment, it shall be due no sooner than 5 years. Buyer shall pay for private mortgage insurance as  
29 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  
30 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  
31 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  
32 by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, sign customary documents  
33 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  
34 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  
35 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  
36 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  
37 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.

38 5. Deed. At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable Warranty Deed with release of homestead  
39 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: covenants, conditions, and  
40 restrictions of record; public and utility easements; existing leases and tenancies; special governmental taxes or assessments for improvements not yet completed;  
41 unconfirmed special governmental taxes or assessments; general real estate taxes for the year 2005 and subsequent years; the mortgage or trust deed referred to in  
42 Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable.

43 6. Real Estate Taxes; Assessments and Fees. Seller represents that the 2003 general real estate taxes are \$ 5010. General real estate taxes shall  
44 be prorated as mutually agreed by the Parties prior to the expiration of the Attorney Approval Period. Seller represents that as of the Acceptance Date, the regular  
45 monthly assessment pertaining to this unit is \$ 342, a special assessment has not (strike one) been levied. The original amount of the special assessment  
46 pertaining to this unit was \$ 0, and the remaining amount due at closing will be \$ 0 and will not (strike one) be assumed by Buyer at closing.  
47 Buyer acknowledges and agrees that (i) the representations in this Paragraph are provided as of the Acceptance Date; (ii) this information may change, and these fees may  
48 increase, prior to the closing date; and (iii) Seller is under no obligation to notify Buyer of any changes to this information, or should changes occur, this Contract shall  
49 remain in full force and effect. Seller shall furnish Buyer a statement from the proper condominium representative certifying that Seller is current in payment of the  
50 assessments, and, if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the Declaration of Condominium or bylaws of the  
51 Association for the transfer of ownership. Seller shall deliver to Buyer the Condominium Declaration including all amendments and bylaws, rules and regulations, the  
52 prior and current years' operating budgets, and, if a resale, the documents, statements, and information described in Section 22.1(a) of the Illinois Condominium Property  
53 Act, all within 2 business days of the Acceptance Date. Seller agrees to pay any applicable processing/moveout/transferring fees as required by the Condominium  
54 Association, and Buyer agrees to pay the credit report and move-in fee if required by the Association. If the right of first refusal or similar option is exercised, this  
55 Contract shall be null and void and the Earnest Money shall be returned to Buyer, but Seller shall pay the commission pursuant to Paragraph V of the General Provisions  
56 of this Contract.

57 7. Closing. Closing or escrow payout shall be on 2/23/06, 2006 (except as provided in Paragraph 4(h) of this Contract), provided title has been shown to be  
58 good or is accepted by Buyer, at a time and location mutually agreed upon by the parties.

59 8. Possession. (a) Seller agrees to surrender possession of the Property on or before closing ("Possession Date"), provided the transaction has closed.  
60 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer \$ 300 per day for use and occupancy commencing the first day after  
61 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  
62 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  
63 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  
64 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  
65 sum 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  
66 Payments to the date possession is surrendered, those amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of  
67 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  
68 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  
69 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  
70 reasonable attorneys' fees, related to the filing of the Interpleader and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including  
71 the payment of reasonable attorneys' fees, costs, and expenses.

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MARNA SPIZZ

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72 9. Disclosures. Buyer has received the Residential Real Property Disclosure Report -  Yes/  No; Lead Paint Disclosure  Yes/  No

73 10. Dual Agency. The Parties consent to N/A ("Licensee") to act as Dual Agent in providing brokerage services on their behalf and specifically

74 consent to Licensee acting as Dual Agent on the transaction covered by this Contract. Seller(s) initials \_\_\_\_\_ Buyer(s) initials \_\_\_\_\_

75 11. Attorney Modification. Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make

76 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to

77 the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this

78 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 upon joint written direction of

79 the Parties to Escrowee. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL

80 PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

81 12. Inspection. In addition to the inspection provided in Paragraph 7 of the General Conditions of this Contract, within 5 business days after the Acceptance Date

82 ("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

83 hazards (unless separately waived), wood infestation, and/or mold inspection(s) of the Property ("Inspections") by one or more properly licensed or certified inspection

84 personnel ("Inspector"). The Inspections shall include only major components of the Property, including, without limitation, central heating, central cooling, plumbing,

85 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

86 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

87 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

88 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

89 of the relevant Inspections report. Buyer agrees that minor repairs and maintenance costing less than \$360 shall not constitute defects covered by this Paragraph. If the

90 Parties have not reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice

91 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

92 Parties to Escrowee. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE

93 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

94 13. General Provisions and Riders. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND

95 THE RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT: WB-9

ACCEPTANCE DATE 1/27/06

97 Buyer Signature: Amy Wholey

Seller Signature: Christina DeGree

98 Buyer Signature: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

99 Print Buyer(s) Name(s) Amy Wholey

Social Security # \_\_\_\_\_

Print Seller(s) Name(s) CHRISTINA DEGREE

Social Security # \_\_\_\_\_

100 Address 1008 W. 69th St. KC, MO 64113

City

State

Zip

Address

City

State

Zip

101 Phone #(s) \_\_\_\_\_

Email \_\_\_\_\_

Phone #(s) \_\_\_\_\_

Email \_\_\_\_\_

102 FOR INFORMATIONAL PURPOSES:

103 Listing Office and Agent MARNA SPIZZ

MLS# \_\_\_\_\_

Email \_\_\_\_\_

Listing Office and Agent CARLEWELL RANDBER

MLS# \_\_\_\_\_

Email \_\_\_\_\_

104 Address \_\_\_\_\_

City

State

Zip

Address \_\_\_\_\_

City

State

Zip

105 Phone # 312-913-2259 Fax # \_\_\_\_\_

Phone # 773-230-0002 Fax # \_\_\_\_\_

106 Buyer's Attorney Dennis Thorn

Email \_\_\_\_\_

Seller's Attorney JIM RIEBANDT

Email \_\_\_\_\_

107 Address \_\_\_\_\_

City

State

Zip

Address \_\_\_\_\_

City

State

Zip

108 Phone # 312-726-7000 Fax # 312-726-3020

Phone # 847-437-0303 Fax # 847-437-0330

109 Mortgage Company \_\_\_\_\_ Fax # \_\_\_\_\_

Loan Officer \_\_\_\_\_ Fax # \_\_\_\_\_

Revised 10/04

\* Buyer to have access to unit prior to closing  
 for a series of estimates for remodeling  
 AM  
 CO

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## 117 GENERAL PROVISIONS

118 **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  
119 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  
120 closing.

121 **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  
122 Contract.

123 **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  
124 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  
125 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 Title  
126 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  
127 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  
128 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  
129 exceptions removed at closing by using the proceeds of the sale.

130 **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  
131 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  
132 by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with  
133 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,  
134 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  
135 copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

136 **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  
137 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  
138 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  
139 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  
140 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  
141 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  
142 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  
143 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  
144 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  
145 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  
146 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  
147 arising out of those claims and demands.

148 **F. Operational Systems.** Seller represents that the following, if not a common element, being the heating, plumbing, electrical, central cooling, ventilating  
149 systems, appliances, and fixtures on the Property are in working order and will be so at the time of closing. Buyer shall have the right to inspect the Property during the  
150 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, normal wear and tear  
151 excepted, as of the Acceptance Date.

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

154 **H. Code Violations.** Seller warrants that no notice from city, village, or other governmental authority of a dwelling code violation that currently exists on  
155 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  
156 before closing, Seller shall promptly notify Buyer of the Notice.

157 **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  
158 Code of Ordinances concerning Heating Cost Disclosure for the Property.

159 **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  
160 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  
161 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,  
162 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  
163 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.

164 **K. 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  
165 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

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

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

169 **N. 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  
170 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  
171 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  
172 the person designated in that ordinance.

173 **O. 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  
174 of Sale to Buyer.

175 **P. 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,  
176 subject to 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  
177 portion of the total cost related to this violation that is below \$250.00.

178 **Q. Time.** Time is of the essence for purposes of this Contract.

179 **R. Number.** Wherever appropriate within this Contract, the singular includes the plural.

180 **S. 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.

181 **T. 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,  
182 Tuesday, Wednesday, Thursday, and Friday, excluding all official federal and state holidays.

183 **U. 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  
184 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity,  
185 nation or transaction 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  
186 not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or  
187 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses  
188 (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

189 **V. 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  
190 compensation 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

Unit 406 and P101 in 1155 Armitage Condominium, as delineated on a survey of the following described real estate:

Lots 12 to 19, both inclusive, in Hapgood's Subdivision of Lot 1 and Part of Lot 2 of Block 9 of Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 03028009, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

P.101 14 - 32 - 400 - 1026

AFTER RECORDING  
PLEASE RETURN TO  
DENNIS W. THORN  
180 W. MICHIGAN AVE  
#2105  
CHICAGO, ILL 60601

Property of Cook County Clerk's Office