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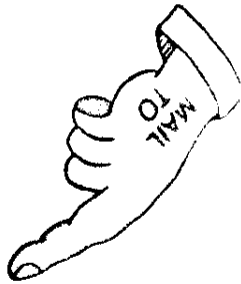


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Doc#: 0607331112 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/14/2006 02:16 PM Pg: 1 of 4

Property of Cook County Clerk's Office

Condominium Contract



After Recording
Returns to:

Paul Lieggi
Lieggi Law Offices, LLC
300 W. Superior Street
Suite 202
Chicago, IL 60610

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



1 This Contract is made between DOUGLAS ROBERTS ("Buyer") and OWNER OF RECORD ("Seller") (collectively,
 2 "Parties"), to convey the real property known as 1530 SOUTH STATE STREET # 1006 CHICAGO IL 60608 ("Property"), including parking
 3 CH 343 DR (Address) (City) (ST) (Zip) (Unit No.)
 4 space number 100 (check applicable) deeded; limited common element; assigned. A fully executed original of this Contract shall be held by Listing Broker. The date
 5 of the offer of this Contract is 02-09, 2006.

6 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
 7 systems, together with the following checked items:

- | | | | | |
|---|---|---|--|--|
| <input checked="" type="checkbox"/> T.V. Antenna | <input checked="" type="checkbox"/> Washer <u>1</u> | <input checked="" type="checkbox"/> Central air conditioner <u>DR</u> | <input type="checkbox"/> Water softener <u>C</u> | <input checked="" type="checkbox"/> Wall to wall carpeting <u>ALL</u> |
| <input checked="" type="checkbox"/> Refrigerator <u>1</u> | <input checked="" type="checkbox"/> Dryer <u>1</u> | <input type="checkbox"/> Window air conditioner <u>C DR</u> | <input checked="" type="checkbox"/> Fireplace gas log <u>ALL</u> | <input checked="" type="checkbox"/> Existing storms & screens <u>ALL</u> |
| <input type="checkbox"/> Oven/Range <u>1</u> | <input checked="" type="checkbox"/> Attached book cases and cabinets <u>ALL</u> | <input checked="" type="checkbox"/> Electronic air filter <u>DR</u> | <input type="checkbox"/> Firewood <u>C</u> | <input type="checkbox"/> Radiator covers <u>C</u> |
| <input type="checkbox"/> Microwave <u>1</u> | <input checked="" type="checkbox"/> Smoke and carbon monoxide detectors <u>ALL</u> | <input checked="" type="checkbox"/> Central humidifier <u>DR</u> | <input checked="" type="checkbox"/> Lighting Fixtures <u>ALL</u> | <input type="checkbox"/> All planted vegetation <u>C</u> |
| <input checked="" type="checkbox"/> Dishwasher <u>1</u> | <input checked="" type="checkbox"/> Garbage disposal <u>1</u> | <input checked="" type="checkbox"/> Fireplace screen and equipment <u>ALL</u> | <input type="checkbox"/> Sump pump <u>C</u> | <input type="checkbox"/> Trash compactor <u>C</u> |
| <input type="checkbox"/> Outdoor shed <u>C</u> | <input checked="" type="checkbox"/> Built-in or attached shelving <u>ALL</u> | <input type="checkbox"/> Home warranty (as attached) <u>C</u> | <input type="checkbox"/> Security system <u>C DR</u> | <input type="checkbox"/> Window treatments <u>ALL</u> |
| <input type="checkbox"/> Ceiling fan | <input checked="" type="checkbox"/> Electronic garage door(s) with <u>ALL</u> remote unit(s) <u>AND PARKING SPOT # R68 DR</u> | | | |

15 Seller also transfers the following: ALL ATTACHED HIGHLINE FLY. The following items are specifically excluded: NONE - HANDLER IN DINING ROOM
 16 2. **Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$ 425,000.00 445,000.00 ("Purchase Price").

17 3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with KOENIG & STRY ("Escrowee"), initial earnest money in the
 18 amount of \$ 1,000 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 5% of
 20 the Purchase Price ("**Final Earnest Money**") within ONE 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 TBD ("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 \$ 245,000.00, the interest rate (or initial interest rate if an adjustable rate
 27 mortgage) not to exceed TBD % per year, amortized over 30 years, payable monthly, loan fee not to exceed TBD %, 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 N/A 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 2006 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 2004 general real estate taxes are \$ 4,240.00. 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 \$ 0.00 a special assessment has not (strike one) been levied. The original amount of the special assessment
 46 pertaining to this unit was \$ 0.00, and the remaining amount due at closing will be \$ 0.00 and shall (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, and 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
 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 THIRTY 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 JUNE 15, 2006 (except as provided in Paragraph 4(b) 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 JUNE 15, 2006 ("**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 \$ 250.00 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, these 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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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. NA Seller(s) initials N/A 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 F 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 \$250 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: 1 YEAR BOARD MINUTES FROM THE ASSOCIATION**

96 ACCEPTANCE DATE 2-13 2006

97 Buyer Signature: Douglas Roberts Seller Signature: INSOO CHIN

98 Buyer Signature: Douglas Roberts Seller Signature: INSOO CHIN

99 DOUGLAS ROBERTS

100 Print Buyer(s) Name(s) Social Security # Print Seller(s) Name(s) Social Security #

101 899 SOUTH PLYMOUTH CHICAGO IL 60605

102 Address City State Zip Address City State Zip

103

104 Phone #(s) Email Phone #(s) Email

105 FOR INFORMATIONAL PURPOSES: 105872

106 KOENIG & STREY 10988 - SUSAN DICKMAN FOR SALE BY OWNER 06028950

107 Selling Office and Agent MLS# Email Listing Office and Agent MLS# Email

108 900 N. MICHIGAN AVE CHGO IL 60611

109 Address City State Zip Address City State Zip

110 Phone # 312 893 8114 Fax # 866.316.2251 Phone # Fax #

111 PAUL LIEGEL ELKA NELSON

112 Buyer's Attorney Email Seller's Attorney Email

113 300 W. SUPERIOR CHGO 1-550 20 NORTH CLARE STREET CHGO

114 Address City State Zip Address City State Zip

115 Phone # 312 475 0888 Fax # 312.475 0898 Phone # 312 444 9000 Fax # 312 444 9002

116 Mortgage Company AMERICAN PHONE 847 330 9596 Loan Officer MIKE FOREMAN Fax # 847.330.2904
CAPITO.

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This instrument was prepared by and
after recording return to:

Paul R. Lieggi
LIEGGI LAW OFFICES, LLC
300 West Superior Street, Suite 202
Chicago, Illinois 60610

Property Address: 1530 South State Street
Units 606, 343 & R68
Chicago, Illinois 60606

P.I.N.: 17-21-210-143-1066
17-21-210-143-1343
17-21-210-143-1607

CONDOMINIUM REAL ESTATE SALE CONTRACT

Condominium Real Estate Sale Contract dated February 13, 2006, as amended, concerning the real estate legally described as follows:

Parcel 1: UNITS 606, R68 AND 343 IN THE DEARBORN TOWER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS AND PORTIONS OF VACATED STREETS AND ALLEYS IN WILDER'S SOUTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0010326428 AND AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Parcel 2: EASEMENT FOR INGRESS AND EGRESS, USE, SUPPORT AND ENJOYMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED APRIL 20, 2001 AND RECORDED APRIL 20, 2001 AS DOCUMENT 0010326427.