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CHICAGO ASSOCIATION OF REALTORS/MLS
RESIDENTIAL REAL ESTATE SALES CONTRACT
(single family home) (too simple townhome)



1 This Contract is made between owner of record ("Buyer"), and Joint Ventures ("Seller")
 2 (collectively, "Parties"), to convey the real property known as 6110 S. Ashland Chicago IL 60637 ("Property"), together with all
 3 (Add'l) (City) (ST) (Zip)
 4 improvements. A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is 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 systems,
 6 together with the following checked items:
 7 TV Antenna Washer Central air conditioner Water softener Wall to wall carpeting
 8 Refrigerator Dryer Windy air conditioner Fireplace gas log Existing storms & screens
 9 Overhang Attached book cases and cabinets Electric air filter Prewood Radiator covers
 10 Microwave Smoke and carbon monoxide detectors Central humidifier Lighting fixtures All planted vegetation
 11 Dishwasher Garbage disposal Floor joists screen and equipment Sump pump Trash compactor
 12 Outdoor shed Built-in or attached shelving Home warranty (as attached) Security system Window treatments
 13 Ceiling fan Electronic garage door(s) with remote unit(s)
 14 Seller also transfers the following: _____ The following items are specifically excluded:
 15 2. **Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$ \$34,000.00 (Three thousand four hundred dollars) and is to be paid as follows:
 16 3. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with _____ ("Escrowee"), initial earnest money in the
 17 amount of \$ 1,000 in the form of check ("Initial Earnest Money"). The Initial Earnest Money shall be returned and this
 18 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before 2006. The Initial Earnest Money shall be increased to 10% of the
 19 Purchase Price ("Final Earnest Money") within 5 business days after the expiration of the Attorney Approval Period (See Paragraph 12 of this Contract) (the Initial
 20 and Final Earnest Money are collectively referred to as the "Earnest Money"). Buyer and Seller shall execute all mutually agreed and necessary documents with regard to
 21 the Earnest Money. Except as otherwise agreed, Buyer shall pay all expenses with regard to the Earnest Money.
 22 4. **Payment of Balance Mortgage Contingency.** (a) In addition to the Initial Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus
 23 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 Buyer
 24 securing by 2006 ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage permitted
 25 to be made by a U.S. or Illinois savings and loan association or bank for \$ _____ the interest rate (or initial interest rate) of such mortgage, not to
 26 exceed 5 % per year, amortized over 30 years, with a monthly loan fee of 0 per \$1,000. (c) If the Required Commitment is not obtained by the
 27 institution, if a FHA or VA mortgage is to be obtained, Buyer shall pay the institution. If a FHA or VA mortgage is to be obtained, Buyer shall pay the institution. If a
 28 Commitment by the First Commitment Date, Buyer shall, on or before the First Commitment Date ("Second Commitment Date"), secure the Required Commitment for Buyer
 29 Commitment may be given by Seller or a third party. Buyer shall, on or before the First Commitment Date, pay an application fee as directed by Seller.
 30 Date of the Required Commitment, and the Earnest Money shall be null and void as of the First Commitment Date, and the Earnest Money shall
 31 be null and void as of the First Commitment Date, and the Earnest Money shall be returned to Buyer. (2) If Buyer notifies Seller on or before the Second Commitment
 32 Date, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. (3) If Buyer does not provide any notice to Seller by the First Commitment
 33 Date, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
 34 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
 35 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: easements, conditions, and
 36 restrictions of record; public and utility easements; existing leases and tenancies; special assessment taxes or assessments for improvements not yet completed.
 37 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
 38 Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable.
 39 6. **Real Estate Taxes.** Seller represents that the 2006 general real estate taxes are 1,050.27. General real estate taxes shall be prorated as mutually
 40 agreed by the Parties prior to the expiration of the Attorney Approval Period. (The following for simple townhomes, should be stricken if not applicable.) Seller
 41 represents that as of the Acceptance Date, the regular monthly assessment for this unit is 100.00, a special assessment has/had not (strike one) been levied,
 42 and the remaining annual due at closing will be \$ _____ and shall/all not
 43 (strike one) be assumed by Buyer at closing. Buyer acknowledges and agrees that the representations in this paragraph are provided as of the Acceptance Date; (f) this
 44 (g) Seller is under no obligation to notify Buyer of any change in this information, and
 45 shall furnish Buyer a statement from the proper representative certifying that Seller is
 46 free of any right of first refusal or similar option contained in the bylaws of the Association
 47 and the prior and current years' operating budgets within _____ business days
 48 of transferring fees as required by the Association, and Buyer agrees to pay the credit report
 49 fee if such option is exercised, this Contract shall be null and void and the Earnest Money shall be
 50 returned to Buyer. (h) Seller shall pay to Buyer, in addition to the Use/Occupancy Payments, the sum of 10% of
 51 the Purchase Price, which can shall be held from the net proceeds at closing or Escrowee's
 52 balance, if any, to be returned to Seller. Acceptance of payments by Buyer shall
 53 not constitute a release of the Possession Escrow without the joint written direction of
 54 the Escrowee. (i) The Possession Escrow may be deposited with the Clerk of the Circuit Court by the
 55 Escrowee for all costs, including reasonable attorneys' fees, related to the Possession Escrow
 56 as provided in Paragraph 4(b) of this Contract), provided that, as herein shown, no good
 57 cause is shown to the contrary.
 58 7. **Closing.** Closing or escrow payout shall be on 11-6, 2006 ("Closing Date") or as provided in Paragraph 4(b) of this Contract), provided that, as herein shown, no good
 59 cause is shown to the contrary.
 60 8. **Possession.** (a) Seller agrees to surrender possession of the Property on or before 11-6, 2006 ("Possession Date"), provided the transaction has closed.
 61 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer 100.00 per day for use and occupancy commencing the first day after
 62 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
 63 the 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
 64 the Purchase Price ("Possession Escrow") to guarantee possession on or before the Possession Date, which can shall be held from the net proceeds at closing or Escrowee's
 65 balance, if any, to be returned to Seller. Acceptance of payments by Buyer shall not constitute a release of the Possession Escrow without the joint written direction of
 66 the Escrowee. (i) The Possession Escrow may be deposited with the Clerk of the Circuit Court by the Escrowee for all costs, including reasonable attorneys' fees, related to the Possession Escrow as provided in Paragraph 4(b) of this Contract), provided that, as herein shown, no good cause is shown to the contrary.

RECEIVED IN BAD CONDITION



0629231105

Doc#: 0629231105 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2006 02:57 PM Pg: 1 of 3

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99 9. Disclosures. Buyer has received the Residential Real Property Disclosure Report - Yes No; Rent Disclosure Yes No; Lead Paint Disclosure Yes No.
 100 Xming Certification Yes No.
 101 10. Dual Agency. The Parties consent to ELISABETH SORIS to act as Dual Agent in providing brokerage services on their behalf and specifically
 102 consent to ELISABETH SORIS Seller(s) Initials
 103 11. Attorney Modification. Within 5 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make
 104 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates that are mutually acceptable to the
 105 Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time thereafter, either Party may
 106 terminate this 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 to Buyer upon joint
 107 written direction of the Parties to Escrow. **IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY
 108 APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 109 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
 110 ("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
 111 of the Property ("Inspections") by one or more properly licensed or certified inspectors. A major component shall be deemed to be in operating condition if it performs the
 112 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 or damage to
 113 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 attorney in writing
 114 ("Buyer's Inspection Notice") of any defects disclosed by the Inspections that are unacceptable to Buyer, together with a copy of the pertinent pages of the relevant
 115 Inspections report. Buyer agrees that minor repairs and maintenance costing less than \$250 shall not constitute defects covered by this Paragraph. If the Parties have not
 116 reached written agreement resolving the inspection issues within the Inspection Period, then either Party may terminate this Contract by written notice to the other Party.
 117 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 Parties to Escrow. **IN
 118 THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL
 119 PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.**
 120 13. General Provisions and Riders. THIS CONTRACT INCLUDES THE GENERAL PROVISIONS ON THE REVERSE SIDE OF THIS CONTRACT AND THE
 121 RIDERS ATTACHED TO AND MADE A PART OF THIS CONTRACT.

<p>94 ACCEPTANCE DATE: _____</p> <p>95 Buyer Signature: <u>[Signature]</u></p> <p>96 Buyer Signature: _____</p> <p>97 <u>Joint Ventures</u></p> <p>98 Print Buyer(s) Name(s): _____ Social Security #: _____</p> <p>99 <u>424 E. 87th St Chicago, IL 60619</u></p> <p>100 Address: _____ City: _____ State: _____ Zip: _____</p> <p>101 <u>773 846 7355</u></p> <p>102 Phone # (a): _____ Email: _____</p> <p>103 FOR INFORMATIONAL PURPOSES:</p> <p>104 <u>ELISABETH SORIS 146089</u></p> <p>105 Selling Office and Agent: _____ MLS#: _____ Email: _____</p> <p>106 <u>424 E. 87th St Chicago, IL 60619</u></p> <p>107 Address: _____ City: _____ State: _____ Zip: _____</p> <p>108 Phone # <u>773 723 7250</u> Fax # <u>773 723 7250</u></p> <p>109 _____</p> <p>110 Buyer's Attorney: _____ Email: _____</p> <p>111 _____</p> <p>112 Address: _____ City: _____ State: _____ Zip: _____</p> <p>113 Phone # _____ Fax # _____</p> <p>114 Mortgage Company: _____ Fax # _____</p>	<p>122 Seller Signature: <u>[Signature]</u></p> <p>123 Seller Signature: <u>[Signature]</u></p> <p>124 <u>VENA JOHNSON</u></p> <p>125 Print Seller(s) Name(s): _____ Social Security #: _____</p> <p>126 <u>7223 S. KIMBARK Chicago, IL 60619</u></p> <p>127 Address: _____ City: _____ State: _____ Zip: _____</p> <p>128 <u>773 824 7899</u></p> <p>129 Phone # (a): _____ Email: _____</p> <p>130 <u>HOME SOLUTIONS GROUP 146089</u></p> <p>131 Selling Office and Agent: _____ MLS#: _____ Email: _____</p> <p>132 <u>424 E. 87th St Chicago, IL 60619</u></p> <p>133 Address: _____ City: _____ State: _____ Zip: _____</p> <p>134 Phone # <u>773 723 7250</u> Fax # <u>773 723 7259</u></p> <p>135 _____</p> <p>136 Seller's Attorney: _____ Email: _____</p> <p>137 _____</p> <p>138 Address: _____ City: _____ State: _____ Zip: _____</p> <p>139 Phone # _____ Fax # _____</p> <p>140 Loan Officer: _____ Fax # _____</p>
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115 GENERAL PROVISIONS

116 A. **Provisional Real 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
117 last available tax bill is on vacant land, the Parties shall prorate taxes when the
118 closing.

119 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
120 Contract.

121 C. **Title.** At least five days prior to the closing date, Seller shall deliver
122 a Commitment for Title Insurance of a title insurance company bearing a date of
123 other exceptions than those previously listed within this Contract and to general
124 Title Insurance due to delay by Buyer's mortgagee in recording mortgage and
125 Insurance furnished by Seller shall be conclusive evidence of title as shown. If
126 evidence of title to cure the exceptions and satisfy Buyer accordingly. As to those
127 exceptions removed at closing by using the proceeds of the sale.

128 D. **Notices.** All notices required by this Contract shall be in writing and
129 Contract. The mailing of notice by registered or certified mail, return receipt requested,
130 by personal delivery or commercial delivery service, by mail-order, telegram, or
131 proof of transmission being sent by regular mail on the date of transmission
132 and finalizing this Contract. E-mail notices shall be deemed valid and received
133 copy of the e-mail notice is also sent by regular mail to the recipient on the date of

134 E. **Disposition of Earnest Money.** In the event of default by Buyer,
135 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be
136 Contract. In the event of Seller default, Escrowee shall give written notice to Seller
137 Seller's and Buyer's written consent to the Escrowee's intended disposition of the
138 that if Escrowee is a licensed real estate broker, Escrowee may not distribute the
139 agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree
140 within 30 days after the date of the notice, then Escrowee shall proceed to dispose
141 within the intended disposition within the 30 day period, or if Escrowee is a licensed
142 authorizing distribution of the Earnest Money, then the Escrowee may deposit
143 nature of an interpleader. Escrowee may not be held liable from any and all claims
144 and the Parties individually and held Escrowee harmless from any and all claims
145 arising out of those claims and demands.

146 F. **Operational Systems.** Seller warrants that the heating, plumbing,
147 are in working order and will be so at the time of closing and that the roof is
148 Property during the 48-hour period immediately prior to closing to verify that
149 normal wear and tear excepted, as of the Acceptance Date.

150 G. **Insulation Disclosure Requirements.** If the Property is now or
151 provided by the Federal Trade Commission, and Rule 18 is attached.

152 H. **Code Violations.** Seller warrants that no notice from any city, village,
153 the Property has been issued and received by Seller or Seller's agent ("Code
154 before closing. Seller shall promptly notify Buyer of this Notice.

155 I. **Escrow Closing.** At the written request of Seller or Buyer (hereinafter
156 escrow with a title insurance company, in accordance with the general provisions
157 title insurance company, with such special provisions inserted in the escrow agreement
158 payment of Purchase Price and delivery of deed shall be made through the escrow
159 shall be made a party to the escrow with regard to commission due. The cost of

160 J. **Survey.** Prior to closing, Seller shall provide Buyer with a survey
161 showing the present location of all improvements. If Buyer or Buyer's mortgagee
162 expenses.

163 K. **Attidavit of Title; ALTA.** Seller agrees to furnish to Buyer an
164 required by Buyer's mortgagee, or the title insurance company, for extended term

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

167 M. **REHBA.** Buyer and Seller shall make all disclosures and do all
168 things necessary to comply with the applicable provisions of the Real Estate Settlement

169 N. **Transfer Taxes.** Seller shall pay the amount of any stamp tax
170 declaration signed by Seller or Seller's agent in the form required by the state
171 requirements as established by any local ordinance with regard to a transfer
172 the person designated in that ordinance.

173 O. **Removal of Personal Property.** Seller shall remove from the Property
174 of Sale to Buyer.

175 F. **Surrender.** Seller agrees to surrender possession of the Property
176 subject to Paragraph B of the General Provisions of this Contract. To the extent
177 portion of the total cost related to this violation that is below \$200.00.

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

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

181 S. **Flood Plain Insurance.** In the event the Property is in a flood plain
182 and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

183 T. **Business Days and Time.** Any reference in this Contract to "day"
184 Tuesday, Wednesday, Thursday, and Friday, excluding all official federal and
185 state holidays.

186 U. **Patriot Act.** Seller and Buyer represent and warrant that they
187 named by Executive Order of the United States Treasury Department as a
188 nation or transaction pursuant to any law, order, rule or regulation which
189 not engaged in this transaction directly or indirectly on behalf of, or for the
190 nation. Each Party shall defend, indemnify, and hold harmless the other
191 (including reasonable attorneys' fees and costs) arising from or related to any
192 breach of the foregoing representation and warranty.

193 V. **Brokers.** The Real Estate Brokers named in this Contract shall be
194 compensation made by the Listing Broker in a multiple listing service in which
195 both the listing and Cooperating Broker both participate

and other items shall be prorated to date of closing. If the Property is improved, but the
117 last available tax bill is on vacant land, the Parties shall prorate taxes when the
118 closing.

Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
Contract.

Buyer or his agent evidence of merchantable title in the intended gender by delivering
or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no
exceptions contained in the commitment. Delay in delivery by Seller of a Commitment for
fining down title shall not be a default of this Contract. Every Commitment for Title
depos of title discloses other exceptions, Seller shall have 30 days after Seller's receipt of
exceptions that may be removed at closing by payment of money, Seller may have those

shall be served upon the Parties or their attorneys at the addresses provided in this
Contract, shall be sufficient service when the notice is mailed. Notices may also be served
by the use of a facsimile machine with proof of transmission and a copy of the notice with
in addition, facsimile transmission shall be sufficient for purposes of executing, negotiating,
by the addresses when delivered by e-mail and opened by the recipient, provided that a
transmission.

the Earnest Money, less expenses and commission of the Listing Broker, shall be paid to
funded to Buyer, but such refunding shall not release Seller from the obligations of this
and Buyer indicating Escrowee's intended disposition of the Earnest Money and request
Escrowee within 30 days after the notice. However, Seller and Buyer acknowledge
Escrowee Money without the joint written direction of Seller and Buyer or their authorized
that if neither Party objects, in writing, to the proposed disposition of the Earnest Money
to the Earnest Money as previously notified by Escrowee. If either Seller or Buyer objects
to real estate broker and does not receive the joint written direction of Seller and Buyer
the Earnest Money with the Clerk of the Circuit Court by the filing of an action in the
for all costs, including reasonable attorney's fees, related to the filing of the interpleader
and demands, including the payment of reasonable attorney's fees, costs, and expenses

electrical, central cooling, ventilating systems, appliances, and fixtures on the Property
of leaks and will be so at the time of closing. Buyer shall have the right to inspect the
they are in working order and that the Property is in substantially the same condition.

instruction, Buyer and Seller shall comply with all insulation disclosure requirements as
provided by the Federal Trade Commission, and Rule 18 is attached.

age, or other governmental authority of a dwelling and violation that currently exists on
Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and

near to the delivery of the deed under this Contract, this sale shall be closed through an
of the usual form of deed and money escrow agreement then furnished and in use by the
agent as may be required to conform with this Contract. Upon the creation of an escrow,
aw this Contract and the Earnest Money shall be deposited in the escrow, and the Broker
the escrow shall be divided equally between Buyer and Seller.

by a licensed land surveyor dated not more than six months prior to the date of closing.
scope desired, and recent or extensive survey, the survey shall be obtained at Buyer's

deed of title subject only to those items set forth in this Contract, and an ALTA form if
drafts.

a complete and correct legal description of the Property.

things necessary to comply with the applicable provisions of the Real Estate Settlement

imposed by the state and agency on the transfer of title, and shall furnish a completed
and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other
or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by

Property by the Possession Date all debris and Seller's personal property not conveyed by Bill

in the state condition as it is on the Acceptance Date, and any wear and tear excepted,
intent that Seller fails to comply with this Provision, Seller shall not be responsible for that

includes the plural.

tion and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

ay" or "days" shall mean business days, and not calendar days. Business days are Monday,
state holidays

are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
Specially Designated National and Blocked Person, or other banned or blocked person, entity,
enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they are
acting this transaction directly or indirectly on behalf of, or for the benefit of, any such person, group, entity, or
Party from and against any and all claims, damages, losses, risks, liabilities, and expenses
breach of the foregoing representation and warranty.

be compensated in accordance with their agreements with their clients and/or any offer of
in the listing and Cooperating Broker both participate