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Doc#: 0635239064 Fee: \$30.50
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Cook County Recorder of Deeds
Date: 12/18/2006 01:40 PM Pg: 1 of 4

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REAL ESTATE CONTRACT

JOSEPH SARPY
4245 W. ARMITAGE
CHICAGO, IL 60639

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MULTI-BORARD RESIDENTIAL REAL ESTATE CONTRACT 3.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2
3 Buyer(s) ANTHONY HERNANDEZ ^{OR ASSIGNEE} Seller(s) OWNER OF RECORD
4 (Please Print) (Please Print)

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage
7 of APRX 75 X 125 commonly known as: 3221 W. 83RD ST. CHG, IL. 60652
8 Address City State Zip

9 COOK 19-35-403-062-0000
10 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

11 Condo/Coop/Townhome Parking Space Included: (check type) deeded space; limited common element;
12 assigned; Parking space # _____ (insert number)

13 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and personal property stated herein are owned by
14 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein.
15 Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems together with the
16 following items of personal property by Bill of Sale at Closing: [Check or enumerate applicable items]

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Fireplace Screen(s)/Door(s)/Grate(s) | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Fireplace Gas Logs | <input type="checkbox"/> Electronic or Media Air Filter |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Central Humidifier |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Security System(s) (owned) | <input type="checkbox"/> Sump Pump(s) |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Water Softener (owned) |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Outdoor Shed |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Electronic Garage Door Opener(s) | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> with _____ Transmitter(s) | <input type="checkbox"/> Light Fixtures, as they exist |
| <input type="checkbox"/> Satellite Dish and System | | <input type="checkbox"/> Invisible Fence System, Collar(s) and Box | <input type="checkbox"/> Home Warranty \$ _____ |

26 **Other items included:** _____

27 **Items NOT included:** _____

28 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
29 condition at possession, except: _____

30 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
31 regardless of age, and does not constitute a threat to health or safety.

32 **4. PURCHASE PRICE:** Purchase Price of \$ 110,000.00 shall be paid as follows: Initial
33 earnest money of \$ 500.00 by (check), (cash), or (note due on AT CLOSING
34 20) to be increased to a total of \$ _____ by _____, 20____. The earnest
35 money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual
36 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire
37 transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title
38 company's check is guaranteed by a licensed title insurance company).

39 **5. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining an unconditional written
40 mortgage commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
41 11/31/2007 for a CONV (type) loan of \$ 100,000 or such
42 lesser amount as Buyer elects to take, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if
43 applicable) shall not exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan
44 origination fee and/or discount points not to exceed _____% of the loan amount. Seller shall pay loan origination fee
45 and/or discount points not to exceed _____% of the loan amount. Those fees/points committed to by Buyer shall be applied
46 first. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.
47 (If FHA/VA, refer to Paragraph #36 for additional provisions.) Buyer shall make written loan application within five (5)
48 business days after the Date of Acceptance. **Failure to do so shall constitute an act of default under this Contract.** If
49 Buyer, having applied for the loan specified above, is unable to obtain a loan commitment and serves written notice to
50 Seller within the time specified, this Contract shall be null and void and earnest money refunded to Buyer upon written
51 direction of the Parties to Escrowee. **If written notice is not served within the time specified, Buyer shall be deemed**
52 **to have waived this contingency and this Contract shall remain in full force and effect. Unless otherwise provided**
53 **herein, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. A**
54 **condition in the mortgage commitment requiring sale and/or closing of existing real estate shall not render the**
55 **mortgage commitment conditional for the purpose of this paragraph. If Seller at Seller's option and expense,**
56 **within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller**

AH Buyer Initial _____ Buyer Initial _____ Seller Initial UC Seller Initial
Address _____

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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES.

The Parties represent that text of this form has not been altered and is identical to the official Multi-Board Residential Real Estate Contract 3.0.

394 Date of Offer 12/13 20 08 12-13- 20 06

395 DATE OF ACCEPTANCE

397 Buyer Signature [Signature] Seller Signature [Signature]

399 Buyer Signature _____ Seller Signature Dorothy Cross

401 Print Buyer(s) Name(s) ANTHONY HERNANDEZ Print Seller(s) Name(s) _____

403 Address 4245 W ARMITAGE Address 3221 W 83RD ST.

405 City CHC State IL Zip 60639 City CHC State IL Zip 60652

407 Phone Number(s) _____ Email _____ Phone Number(s) _____ Email _____

409 773-456-3246 FOR INFORMATION ONLY

410 Selling Office _____ MLS# _____ Listing Office _____ MLS# _____

412 Selling Agent _____ MLS# _____ Email _____ Listing Agent _____ MLS# _____ Email _____

413 JOSEPH L SHARY 2M _____ _____ _____ _____

414 Address _____ City _____ ST _____ Zip _____

416 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____

418 Buyer's Attorney _____ Email _____ Seller's Attorney _____ Email _____

420 Address _____ Address _____

422 Phone No. _____ Fax No. _____ Phone No. _____ Fax No. _____

424 Mortgage Company _____ Fax No. _____ Loan Officer _____ Phone No. _____

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428 Official form available at www.reallaw.org (web site of Illinois Real Estate Lawyers Association).

429 Approved by the following organizations January, 2003.

430 Illinois Real Estate Lawyers Association, Chicago Association of REALTORS®, Du Page County Bar Association,

431 Kane County Bar Association, Lake County Bar Association, McHenry County Association of REALTORS®,

432 North Shore - Barrington Association of REALTORS®, Northwest Suburban Bar Association, Oak Park Board of

433 REALTORS®, REALTOR® Association of the Fox Valley, REALTOR® Association of the Northwest Chicagoland,

434 REALTOR® Association of West/South Suburban Chicagoland, West Towns Board of REALTORS®

435 _____

436 _____

437 This offer was presented to Seller by _____ on _____ 20 _____ at _____ : _____ AM/PM

438 _____ (Agent) _____ (date)

439 This offer is rejected _____ (Seller initials) _____ (date) _____ 20 _____

440 _____ (Seller initials) _____ (date)

441 _____ Buyer Initial _____ Buyer Initial _____ Seller Initial DC Seller Initial

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LOT 43 (EXCEPT THE WEST 10 FEET
THEREOF) IN BLOCK 1 IN MITCHELL'S
ADDITION TO CLARKDALE BEING A
SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF
THE SOUTH EAST $\frac{1}{4}$ OF SECTION
35, TOWNSHIP 38 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P. I. N. : 19-35-403-062-0000

ADDRESS : 3221 W 83RD STREET

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