

# UNOFFICIAL COPY



Doc#: 0636308120 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2006 03:29 PM Pg: 1 of 4

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PAGE

TERESE N. TADROS  
10437 LAPORTE  
OAK LAWN FL 60453

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Real Estate Sales Contract

1. TERESE N. TADROS (Purchaser) agrees to purchase a parcel of 3.000 Cook County, Illinois, on the terms set forth herein, the following described real estate:

commonly known as 3107 W. 5th Ave, and with approximate lot dimensions of 33 x 131, together with the following property presently located thereon:

2. OWNER of Record (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser a legal title insured by a reputable WARRANTY deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (A) easements, conditions and restrictions of record; (B) private, public and utility easements and roads and highways, if any; (C) party wall rights and agreements, if any; (D) existing leases and tenancies (as listed in Schedule A attached); (E) special taxes or assessments for improvements not yet completed; (F) no lien at the date hereof of any special tax or assessment for improvements heretofore completed; (G) mortgage or trust deed specified below, if any; (H) no taxes for the year 2006 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 2006; and to

3. Purchaser has paid \$ 1,100 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus any costs, at the time of closing as follows: (describe language and subparagraphs not applicable)

- (A) The payment of \$ 4,000 CASH AT closing
- (B) The payment of \$ \_\_\_\_\_ and the balance payable as follows:

to be evidenced by the note of Purchaser (if any), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the form (with blank and the note to be in the form herein attached as Schedule B, or, in the absence of this attachment, the form prepared by \_\_\_\_\_ and identified as Non-\_\_\_\_\_, and by a security agreement (as to which Purchaser will be bound if or when it is executed such financing instruments as may be required under the Uniform Commercial Code in order to make the loan and the remainder effective), and an assignment of rents, and security agreement and assignment of rents to be in the forms appended hereto as Schedule C. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by \_\_\_\_\_ on This Insurance Company.

(If Schedule B is not attached and the blank is not filled in, the mortgage (trust deed) shall be in the form used by The Chicago Trust Company.)

(C) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of \_\_\_\_\_ shall constitute a principal indebtedness (which the Purchaser does/does not agree to assume) aggregating \$ \_\_\_\_\_ and bearing interest at the rate of \_\_\_\_\_ % a year, and the payment of \$ \_\_\_\_\_ which represents the difference between the amount due on the mortgage (trust deed) at the date of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and as certified by the surveyor as having been made, in compliance with the Illinois Land Survey Statute.

5. The time of closing shall be on 12/15/06 or before, or on the date, if any, to which such time is extended by reason of paragraph 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of \_\_\_\_\_ or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to N/A in the amount set forth in the broker's listing contract or as follows:

7. The earnest money shall be held by ATTORNEY FOR BUYER for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within \_\_\_\_\_ days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be returned to the Purchaser.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Date: 11/20/06  
Purchaser: [Signature] Address: \_\_\_\_\_  
Purchaser: \_\_\_\_\_ Address: \_\_\_\_\_  
Seller: [Signature] Address: \_\_\_\_\_  
Seller: WALTER BROOKS Address: \_\_\_\_\_

\*Form furnished used for sale of property improved with multi-family structures of five or more units or of company owned or industrial properties.

83773 2 776 (10) seller to walk away w/ \$4000 cash at closing (sic)

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may 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 then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (*Strike subparagraphs not applicable*):

- (a) \_\_\_\_\_% of the most recent ascertainable taxes;
- (b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reparation letter attached hereto and incorporated herein by reference.
- (c) [Other] \_\_\_\_\_

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: \_\_\_\_\_

All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (*Strike one.*)

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (*Strike paragraph if inapplicable.*)

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

9. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

Alternative 2:

Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.

Alternative 3:

With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: \_\_\_\_\_

(*Strike two of the three alternatives.*)

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and, within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

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STREET ADDRESS: 3107 WEST 5TH AVENUE  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 16-13-113-009-0000

LEGAL DESCRIPTION:

LOT 3 IN SUBDIVISION OF LOTS 1 TO 11 IN BLOCK 3 IN WILLIS G. JACKSON,  
RESUBDIVISION OF BLOCKS 2 AND 3 IN DERBY AND WALLACE'S SUBDIVISION IN THE  
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF BARRY POINT ROAD, IN COOK COUNTY,  
ILLINOIS.

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