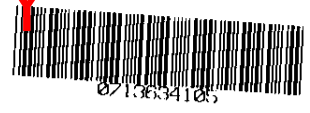


Jose R. Salceda  
2509 S. Central Pk  
Chicago, IL 60623

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Doc#: 0713634105 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/16/2007 11:31 AM Pg: 1 of 6

Property of Cook County Clerk's Office

Real Estate Contract.

# UNOFFICIAL COPY



## REAL ESTATE SALE CONTRACT

Approved by the CHICAGO ASSOCIATION OF REALTORS®



1. **PARTIES:**

2. SELLER: OWNER ON RECORD PURCHASER: Jose Salceda  
3. ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
4. \_\_\_\_\_

5. Purchaser and Seller are hereinafter sometimes referred to as the "Parties."  
6. Purchaser hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

8. **DESCRIPTION OF PROPERTY:**

9. TYPE OF PROPERTY (check one): \_\_\_\_\_ Single Family \_\_\_\_\_ Condominium \_\_\_\_\_ Townhouse  
10. \_\_\_\_\_ Multi-Family  Vacant Lot  
11. STREET ADDRESS 5726 W 64TH PL CHICAGO IL, 60638  
12. (Include "Unit Number" if condominium or townhouse) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_  
13. LOT SIZE: APPROXIMATELY 25 X 125 X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ FEET.  
14. LEGAL DESCRIPTION: The Parties agree that the correct legal description may be attached at any time hereinafter.  
15. IMPROVED WITH \_\_\_\_\_

16. together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any, automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:  
17. \_\_\_\_\_  
18. \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. \_\_\_\_\_  
22. \_\_\_\_\_

23. **PRICE AND TERMS:**

24. PURCHASE PRICE \_\_\_\_\_ \$ 144,000  
25. EARNEST MONEY DEPOSIT \_\_\_\_\_  
26. In the form of (cash), (personal check), (cashier's check) or judgment note due \_\_\_\_\_ ) \$ 1000  
27. \_\_\_\_\_ \$ 0  
28. BALANCE DUE AT CLOSING \_\_\_\_\_ \$ 143,000  
29. **FINANCING:**

30. This Contract is contingent upon Purchaser securing within December 31, 2006 ( 50 ) days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ 80% of Purchase Price or such lesser sum as Purchaser accepts, with interest not to exceed CURRENT % per year, to be amortized over 30 years, the combined origination and discount fees for such loan not to exceed ONE %, plus loan processing fees, if any. Purchaser shall make written application for such loan within ten (10) days from date of acceptance of this Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event Purchaser is unable to secure such loan commitment, Purchaser shall provide written notice of same to Seller or Seller's attorney. Seller may, at Seller's option, within an equal number of additional days, procure for Purchaser such a commitment or notify Purchaser that Seller will accept a purchase money mortgage upon the same terms. In the event neither Purchaser nor Seller secure such loan commitment as herein provided within the time allowed, then this Contract shall become null and void and all earnest money shall be returned to Purchaser. Purchaser shall be allowed to have a mortgage or trust deed placed of record prior to closing, but any delays caused thereby shall not constitute a default by Seller. Seller must allow reasonable inspection of the premises by Purchaser's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this Contract, Purchaser represents that Purchaser's ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Purchaser will be deemed to be in default if Purchaser obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

46. **CLOSING:**

47. The closing shall be on or before February 26, 2007 at the office of Purchaser's lender, or upon agreed location

48. **POSSESSION:** (Select one applicable option)

49. Seller shall deliver possession to Purchaser at closing, OR  
50. Seller shall deliver possession to Purchaser within AT CLOSING ( \_\_\_\_\_ ) days from date of closing. Seller agrees to pay Purchaser for use and occupancy the sum of \$ 1/30TH per day for each day after  
51. closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during such  
52. \_\_\_\_\_

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53. period, and shall deliver possession of the real estate in the same condition as it is in, on the date of closing. Should Seller  
 54. fail to deliver possession to Purchaser as agreed, Seller shall pay to Purchaser beginning on the FIRST day after closing,  
 55. the sum of \$ determine by attorneys per day until possession is delivered to Purchaser and Purchaser shall, in addition to  
 56. all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove Seller  
 57. from the premises. Seller agrees to waive all notices required by the Forcible Entry and Retainer Act or any other statute, and  
 58. consents to an immediate judgment for possession. Seller further agrees to reimburse Purchaser for all reasonable attorneys' fees  
 59. and court costs Purchaser may incur in the enforcement of Purchaser's rights pursuant to this provision.  
 60. Seller shall deposit the sum of \$ determine by attorney in escrow with SELLER'S ATTORNEY, as Escrowee,  
 61. at the time of closing, and any monies due Purchaser for Seller's use and occupancy hereunder shall be paid to Purchaser  
 62. from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Purchaser  
 63. when Seller, has vacated the premises and delivered the keys to Purchaser or the Escrowee. Escrow money shall be limited to  
 64. delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy.
65. **TITLE EVIDENCE:**  
 66. Seller, at Seller's expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title  
 67. insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof  
 68. subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single  
 69. family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth  
 70. below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by Purchaser under the terms hereof  
 71. or which Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which  
 72. is caused by Purchaser, Purchaser's agent, or Purchaser's lending agency shall extend the time for delivery thereof by Seller for  
 73. such period of delay. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to  
 74. remove such exceptions or to acquire title insurance covering such unpermitted exceptions. If Seller fails to remove such  
 75. exceptions or obtain additional insurance within the time stated herein, Purchaser may elect to terminate this Contract and all  
 76. monies paid by Purchaser shall be refunded to Purchaser.
77. **DEED (CONVEYANCE, LIENS, ENCUMBRANCES):**  
 78. Seller shall convey or cause to be conveyed to Purchaser title to the premises by a recordable general warranty deed with release  
 79. of homestead rights, or trustee's deed if applicable, in joint tenancy, if more than one Purchaser, or to Purchaser's nominee, subject  
 80. only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a  
 81. residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and  
 82. ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to  
 83. the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any;  
 84. (f) party wall rights and agreements, if any, and (g) limitations and conditions imposed by the Illinois Condominium Property Act  
 85. and condominium declaration, if applicable.
86. **PRORATIONS:**  
 87. The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes,  
 88. including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water  
 89. taxes; (f) homeowners and/or condominium/townhome association dues and assessments; (g) prepaid service contracts. Prorations  
 90. of general taxes shall be on the basis of 105% of the last ascertainable bill. If such bill is based on a partial assessment or on an  
 91. unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment  
 92. information is available from the County Assessor shall be signed at closing by the parties hereto.
93. **SURVEY:**  
 94. Seller, at Seller's expense, except for condominiums, shall furnish to Purchaser a current spotted survey (dated not more than 6  
 95. months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements,  
 96. easements and building lines. The location of all improvements on the subject property shall be within the lot lines and not  
 97. encroach upon any easements or building lines, and such survey shall show no encroachments from adjoining properties. In the  
 98. event such survey discloses encroachments, these encroachments shall be insured by the title company for Purchaser and  
 99. Purchaser's lender at Seller's expense.
100. **COMMISSION:**  
 101. Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and buyer representation  
 102. agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's broker  
 103. and Purchaser's broker are identified after the execution section of this Contract.
104. **ATTORNEY MODIFICATION:**  
 105. The terms of this Contract, except the purchase price, closing date, and possession date, are subject to good faith modification  
 106. (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract Date  
 107. (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or such  
 108. party's agent, and shall state the specific terms to be modified and the proposed revisions. **IN THE ABSENCE OF WRITTEN**  
 109. **NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES**  
 110. **HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT**  
 111. **MODIFICATION PURSUANT TO THIS PROVISION SHALL CONSTITUTE A COUNTEROFFER.**

**UNOFFICIAL COPY****112. CLEAN CONDITION:**

113. Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Purchaser and all refuse shall  
114. be removed from the premises at Seller's expense by the possession date.

**115. PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)**

116. Purchaser declines to have a professional property inspection performed, and this Contract shall not be contingent upon such  
117. an inspection,

118.

OR

119. Purchaser shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have  
120. the subject property and its improvements inspected by a certified home inspection service of Purchaser's choice, and at  
121. Purchaser's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s),  
122. central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components,  
123. consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN  
124. OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED REGARDLESS OF AGE, AND  
125. DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Purchaser shall indemnify Seller and hold Seller harmless  
126. from and against any loss or damage caused by the acts of negligence of Purchaser or any person performing such inspection.

127. PURCHASER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS  
128. CONTINGENCY. The parties agree that repairs which do not exceed, in the aggregate, \$500.00 to remedy shall be considered

129. minor deficiencies for the purpose of this paragraph and Purchaser agrees to assume those repairs with no allowance from Seller.  
130. Purchaser, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice

131. upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative  
132. cost of repair exceeds the limitation set forth herein, and Purchaser shall have the right to request repair of all such deficiencies.

133. In the event Purchaser makes a request for certain repairs, Purchaser shall immediately deliver a copy of the inspection report to

134. Seller. Seller shall, within five (5) business days thereafter, notify Purchaser that (i) Seller will repair such deficiencies; (ii)  
135. Seller will, at closing, credit Purchaser in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii)

136. Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a  
137. credit. In the event Seller selects option (iv), upon receipt of Seller's notice, Purchaser shall within two (2) business days

138. thereafter notify Seller of Purchaser's election to either proceed with the transaction, waiving all home inspection repair  
139. requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Purchaser. The

140. parties hereto agree that the following items are accepted by Purchaser "As Is", shall not be made a part of Purchaser's request  
141. for repairs, and shall not be further negotiated:

142. IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM PURCHASER WITHIN THE TIME  
143. SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY PURCHASER AND NO  
144. LONGER A PART OF THIS REAL ESTATE SALE CONTRACT.

**145. WELL AND SEPTIC TEST: (Select one applicable option)**

146. The subject property is served by a community or municipal water and sewage treatment system (well and septic test provision  
147. inapplicable),

148.

OR

149. The subject property is not served by a community or municipal water and/or sewage treatment system. Seller, at Seller's  
150. expense, prior to closing, shall obtain and deliver to Purchaser a water test performed by or acceptable to the county in which  
151. the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance

152. with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date.  
153. If either of such written tests reports indicate that the water is not potable, that the septic system is not in proper operating

154. condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the  
155. necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the

156. necessary repairs, then this Contract, at the option of Purchaser, shall become null and void, and all earnest money shall be  
157. refunded to Purchaser.

**158. FLOOD PLAIN:**

159. Purchaser shall have the option of declaring this Contract null and void within five (5) days of receipt of any written notice or  
160. disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard

161. area which requires Purchaser to obtain flood insurance. This option shall not exist in the event such written notice or disclosure  
162. was provided in statement number three (3) of a Residential Real Property Disclosure Report executed by both Seller and

163. Purchaser prior to the Contract Date.

**164. PERFORMANCE / DEFAULT / RELEASE OF EARNEST MONEY:**

165. The earnest money and this Contract shall be held by FIRE SIDE REALTY (Escrowee) for the benefit of the parties  
166. hereto, and applied to the purchase price at closing. In the event of a default by Seller or Purchaser, the parties are free to pursue

167. any legal remedies available at law or in equity. **THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS**  
168. **ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND PURCHASER.** Absent an agreement

169. relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk  
170. of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money

171. for court costs related to the filing of the interpleader action. Seller and Purchaser hereby indemnify and hold Escrowee harmless  
172. from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or

173. court order.

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11/26/2006 00:08 1735356148  
NOV-25-2006 16:33 FROM:  
NOV-17-2006 08:19 AM

FIRESTONE REALTY

TO: 5858148

174. **TERMITE INSPECTION:**

175. Prior to closing, Seller, at Seller's expense, shall deliver to Purchaser a written report from an inspection company certified to do termite  
176. inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no  
177. visible evidence that the premises are infested by active termites, or other wood boring insects. Unless otherwise agreed between the parties, if  
178. the report discloses evidence of active infestation or structural damage, Purchaser shall have the option within five (5) business days of  
179. Purchaser's receipt of the report to proceed with the purchase or declare this Contract null and void. This provision shall not be applicable to  
180. condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

181. **GENERAL CONDITIONS AND STIPULATIONS:**

182. (a) Both Seller and Purchaser agree to execute all documents and provide all information necessary to enable any lender to issue a commitment  
183. for mortgage or trust deed and to close this sale.  
184. (b) Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation,  
185. condemnation proceeding, pending reworking, or special assessment proceedings affecting the property.  
186. (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for  
187. such party. In the event the name and address of Seller or the attorney for Seller is unknown, written notice may be served upon the listing  
188. broker or agent of the Seller. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or  
189. attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three (3) business  
190. days of such notice. Notice to any one party of a multiple person party shall be sufficient service to all.  
191. (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between Seller and Purchaser, and  
192. there are no other agreements, representations, or understandings, oral or written, between the parties with respect to the subject matter of  
193. this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.  
194. (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and  
195. permitted assigns.  
196. (f) This Contract is subject to the provisions of Public Act 84-111 known as the Residential Real Property Disclosure Act, the terms of which are  
197. expressly incorporated herein and made a part of this Contract. Seller represents that the information contained in the disclosure document  
198. is accurate as of the Contract Date.  
199. (g) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any  
200. provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be  
201. enforced with such provision severed or as modified by such court.  
202. (h) Prior to closing, Purchaser shall have the right to enter, view and make a final inspection of the premises to determine that the premises are  
203. in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract  
204. Date, Seller shall restore the premises to the same condition as they were on the Contract Date, or as called for by the terms of the Contract.  
205. (i) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party  
206. designated in the ordinance of the municipality imposing the tax.  
207. (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the  
208. Uniform Vendor and Purchaser Risk Act of Illinois shall apply.  
209. (k) If Purchaser or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereof have signed their names to this  
210. Contract to indicate they are the beneficiaries of such trust in order to guarantee their performance of this Contract and to indicate that they  
211. hold the sole power of direction with regard to such trust.  
212. This Contract and Riders numbered, N/A, N/A, N/A, N/A, RESIDENTIAL REAL PROPERTY DISCLOSURE  
213. REPORT and LEAD BASED PAINT DISCLOSURE, unless inapplicable, are attached hereto and incorporated herein, shall be executed  
214. by Purchaser and Seller and one copy thereof delivered to Seller and one copy delivered to the broker.

215. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

216. PURCHASER(S): [Signature] SELLER(S): [Signature]

217. PURCHASER(S): N/A SELLER(S): N/A

218. Date of Offer: 11/2/06 Date of Acceptance: 11/16/06

219. (The date shall be marked only after the parties have agreed to all the terms and conditions of this Contract and are also required to initial the Contract.)

**IDENTIFY OF BROKERS AND ATTORNEYS**

(Please complete when executing the Contract)

220. PURCHASER'S BROKER: Century 21 El Dorado Real Estate SELLER'S BROKER: FIRESTONE REALTY

221. Telephone: 773-211-7200 Telephone: (773) 585-2069

222. Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

223.  (Designated) or  (Dual Agent) (Select one)  (Designated) or  (Dual Agent) (Select one)

224. JUAN BETANGOURT BRENIE STREET  
(Agent's Name) (Agent's Name)

225. PURCHASER'S ATTORNEY: \_\_\_\_\_ SELLER'S ATTORNEY: MICHAEL ZOSKOVICH

226. ATTORNEY: ARMANDO ALMAZAN ATTORNEY: MICHAEL ZOSKOVICH

227. Telephone: 773-521-9200 Telephone: (312) 889-5725

228. Fax: 773-521-9550 Fax: \_\_\_\_\_

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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME [REDACTED]  
398

AREA	SUB-AREA	BLOCK	PARCEL	TAX CODE	LOT	SUB-LOT	LOT	BLOCK
19	20	210	24	7201				
19-20-210-24				20	38	13		
SECOND ADD TO CLEARING							23	3

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
0	0	0	0	0	0	0	0	0	0	0
1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8	8
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