

# UNOFFICIAL COPY



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Doc#: 0721956125 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/07/2007 04:02 PM Pg: 1 of 4

Chad Poznanski, Zarek Goldstein  
3545 Lake Ave, Suite 210  
Wilmette, IL 60091

The above space for recorder's use only

Real Estate Contract dated June 9, 2007, from Seller, Muaid Al-Momany, to Buyers, Jonathan Pintado and Carie Cameron, for the property located at 3305 W. Beach Avenue, Chicago, Illinois.

#### LEGAL DESCRIPTION:

Lot 2 in South East Gross' 7<sup>th</sup> Humboldt Park Addition to Chicago in the south ½ of the southwest ¼ of the northeast ¼ of the northeast ¼ of Section 2, Township 32 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NO.: 16-02-214-022-0000

ADDRESS OF PROPERTY: 3305 West Beach Avenue, Chicago, Illinois 60651

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07/08/2007 14:17 FAX 312886622

DREAMTOWN NOBLE PANTRY



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## CHICAGO ASSOCIATION OF REALTORS/IBR APARTMENTS/INVESTMENTS REAL ESTATE SALE CONTRACT



Jonathan Pintado (Buyer) and Owner of Record (Seller)  
Sally Cameron (Buyer) and Owner of Record (Seller)

1 This Contract is made between Sally Cameron (Buyer) and Owner of Record (Seller) collectively,  
 2 "Parties", to convey the property known as 3305 W. Beach Ave. Chicago, IL 60616 (Property), together with all improvements,  
 3 (Address) (City) (ST) (Zip) (Unit No.)  
 4 A fully executed original of this Contract shall be held by Listing Broker. The date of the offer of this Contract is July 5, 2007  
 5  
 6 1. Picturus and Picturus 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:  
 8  TV, Antenna  Window  Central air conditioner  Water heater  Well to well casing N/A  
 9  Refrigerator  Dryer  Window air conditioner  Dishwasher  Hot water heater  Sump pump  Window treatments  
 10  Oven/Range  Attached back seat and cabin air  Electric air filter  Furnace  Gas water heater  All other equipment  
 11  Microwave  Smoke and carbon monoxide detectors  Central humidifier  Lighting fixtures  All planted vegetation  
 12  Dishwasher  Fire extinguishers  Pool/spa equipment  Security system N/A  
 13  Clothes dryer  Built-in or attached shelving  Home warranty (if attached)  Security system  
 14  Ceiling fan  Automatic garage door with remote control  Home warranty (if attached)  Security system  
 15 Seller also transfers the following: N/A The following items are specifically excluded: N/A  
 16 2. Purchase Price. The purchase price for the Property and the items identified in Paragraph 1 is \$499,000 (Purchase Price) \$499,000  
 17 3. Best Offer. Buyer's execution of this Contract, Buyer shall deposit with Listing Office (Escrowee), initial earnest money in the  
 18 amount of \$1,000.00 to the firm of Personal Check (Initial Earnest Money). The Initial Earnest Money shall be returned and the  
 19 Contract shall be of no force or effect if this Contract is not accepted by Seller on or before July 7, 2007. The Initial Earnest Money shall be increased to 10% of  
 20 the Purchase Price ("Final Earnest Money") within N/A business days after the expiration of the Attorney Approval Period (See Paragraph 13 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 Homeowner Mortgage Commitment. (a) In addition to the Final Earnest Money, the balance of the Purchase Price shall be paid at closing, plus or  
 24 minus adjustments, by cash, cashier's check, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon  
 25 Buyer securing by July 20, 2007 ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate or an adjustable rate mortgage  
 26 promised to be made by a U.S. or Illinois savings and loan institution or bank for a 4.05, 000.00 the largest rate for identical interest rate if an adjustable rate  
 27 mortgage not to exceed 7.00 % per year, amortized over 30 years, payable monthly, less the not to exceed 0 % plus applicable 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 obtained, Rider A, Rider B, or the HUD Rider shall be attached to this Contract. (c) If Buyer is  
 30 unable to obtain the Required Commitment by the First Commitment Date, Buyer shall notify Seller in writing on or before that date. Seller may, within 30 business  
 31 days after the First Commitment Date ("Second Commitment Date"), rescind 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 necessary 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. (d) If Buyer notifies  
 35 Seller on or before the Second 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. (e) If Buyer does not  
 37 provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have accepted this contract, and this Contract shall remain in full force and effect.  
 38 5. Deeds, Bond, Estate Taxes. At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a reasonable Warranty Deed with  
 39 release of homestead rights (or other appropriate deed if this is in lieu of an estate), a Bill of Agreement, if applicable, subject to the following, if any:  
 40 encumbrances, easements, and restrictions of record; public and utility easements; existing leases and licenses; special governmental taxes or assessments for improvements  
 41 not yet levied; unassessed special governmental taxes or assessments; general real estate taxes for the year 2006 and subsequent years; the mortgage or mortgages  
 42 referred to in Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable. Seller represents that the 2006 general real estate taxes are  
 43 2980. General real estate taxes shall be prorated as mutually agreed by the Parties prior to the execution of the Attorney Approval Period.  
 44 6. Leases. Seller shall present to Buyer a complete copy of all existing leases affecting the Property and a non-renewal within three business days of the Acceptance Date.  
 45 Seller represents and warrants that: (a) existing leases, if any, will be assigned to Buyer at closing and (b) the present monthly gross rental income is See addendum  
 46 7. Closing. Closing or conveyance shall be on July 31, 2007 (Closing Date) (unless as provided in Paragraph 4(b) of this Contract), provided title has been shown to be  
 47 good or is deemed by Buyer, at a time and location mutually agreed upon by the Parties.  
 48 8. Possession. (a) Seller agrees to surrender possession of the Property on or before July 31, 2007 ("Possession Date"), provided the transaction has closed.  
 49 (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer N/A per day for one and one-half months commencing the first day after  
 50 closing up to and including the Possession Date on a monthly basis, whichever period is shorter ("Vacation Payment"). Buyer shall refund any part of  
 51 the Purchase Price ("Possession Escrow") to possession is actually surrendered. Additionally, Seller shall deposit with N/A a sum equal to 20% of  
 52 Buyer's Form 1099, if Seller does not surrender the Property on or before the Possession Date, which sum shall be held from the net proceeds at closing on  
 53 the 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 Vacation  
 54 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  
 55 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  
 56 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  
 57 reasonable attorney's fees, related to the filing of the interpleader, and the Parties shall indemnify and hold Escrowee harmless from any and all claims and demands,  
 58 including the payment of reasonable attorney's fees, costs and expenses.  
 59 9. Disclosures. Buyer has received the Lead Disclosure  Yes  No; Lead Paint Disclosure  Yes  No; Zoning Certification  Yes  No;  
 60 10. Dual Agency. The Parties consent to N/A ("Licensee") to act as Dual Agent in providing brokerage services on their behalf and specifically  
 61 consent to Licensee acting as Dual Agent in the transaction covered by this Contract. N/A Seller(s) Initials N/A Buyer(s) Initials  
 62 11. Attorney Modification. Within 7 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make  
 63 modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and dates, that are mutually acceptable to  
 64 the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may terminate this  
 65 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 written  
 66 direction of the Parties or Escrowee. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY  
 67 APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

*Handwritten initials and notes:*  
w/ll  
SP



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DREAMTOWN



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BREDGER  
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P.04

JUL-09-2007 12:00 PM ANDREA:FORREST

18. Inspection. In addition to the inspection provided in Paragraph 7 of the Original Contract of this Contract, Buyer shall have the right to inspect the property after the closing date...  
19. Title. Buyer shall obtain title insurance...  
20. Documents. Buyer shall provide all documents...  
21. Possession. Buyer shall take possession of the property...  
22. Closing. The closing shall take place...  
23. Taxes. Buyer shall be responsible for all taxes...  
24. Insurance. Buyer shall obtain all necessary insurance...  
25. Assignment. This contract shall be binding on the parties...  
26. Force Majeure. In the event of a natural disaster...  
27. Entire Agreement. This contract constitutes the entire agreement...  
28. Notices. All notices shall be in writing...  
29. Governing Law. This contract shall be governed by the laws of the State of Illinois...  
30. Dispute Resolution. Any dispute shall be resolved by arbitration...  
31. Assignment. This contract may be assigned...  
32. Counterparts. This contract may be executed in counterparts...  
33. Signatures. This contract shall be signed by the parties...

Form with handwritten entries and signatures. Includes fields for Name, Address, City, State, Zip, and Phone. Signatures of Jonathan Pineda and Murad Alomay are visible. A date stamp '07-09-2007' is present.

- Seller to pay up to \$5000.00 Addendum for buyers closing costs and prepays at closing.
- Seller to replace all knobs to all doors and cabinets in both units prior to closing.
- Seller to repair or replace all missing or loose siding around the building and garage prior to closing.
- Seller to provide copies of all leases and rent rolls (if any) at closing.

