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

Chad Potnansky, Rock & Safford
3545 Lake Ave, Suite 200
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' 7th 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 39 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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NOBLE PANTRY

DREAMTOWN

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CHICAGO ASSOCIATION OF REALTORS®/RELS
APARTMENTS/INVESTMENTS REAL ESTATE SALE CONTRACT

- Jonathan Pintado
SARIE CARACEN*
1. This Contract is made between Jonathan Pintado ("Buyer") and SARIE CARACEN ("Seller") (collectively, "Parties"), to convey the property known as 3205 W. BEACH AVE. (Property), together with all improvements, (Address) (City) (St) (Zip No.) 3205 W. BEACH AVE. CHICAGO IL 60615 2007.
2. A fully executed original of this Contract will be held by Listing Broker. The date of the offer of this Contract is July 14, 2007.
3. **1. Pictures 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, together with the following checked items:
- | | | | | |
|---|---|---|--|---|
| <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Window | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Water softener | <input type="checkbox"/> Wall to wall carpeting N/A |
| <input type="checkbox"/> Furnace | <input type="checkbox"/> Dryer | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> Replacement windows | <input type="checkbox"/> Blinds/curtains |
| <input type="checkbox"/> Own Garage | <input type="checkbox"/> Attached back porch and patio | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Firewood | <input type="checkbox"/> Balcony covers |
| <input type="checkbox"/> Smoke detector | <input type="checkbox"/> Carbon monoxide detector | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> All plated vegetation |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Range/dishwasher | <input type="checkbox"/> Kitchen access and equipment | <input type="checkbox"/> Some trees | <input type="checkbox"/> Tools/equipment |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Back Porch or attached shelves | <input type="checkbox"/> Home warranty (as stated) | <input type="checkbox"/> Security system N/A | <input type="checkbox"/> Window treatments |
| <input type="checkbox"/> Ceiling fans | <input type="checkbox"/> Attached garage door with remote unit(s) | | | |
4. Seller also transfers the following: N/A. The following items are specifically excluded: N/A.
5. **2. Purchase Price.** The purchase price for the Property and the items identified in Paragraph 1 is \$295,000 ("Purchase Price").
6. **3. earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with listing office ("Escrowee"), initial earnest money in the amount of \$1,000.00 in the form of Personal Check ("Initial earnest Money"). The Initial earnest Money shall be returned to Buyer if this Contract is not accepted by Seller on or before July 14, 2007. The Initial earnest Money shall be increased to 10% of 1/13 of the Purchase Price ("Final earnest Money") within 7 business days after the expiration of the Attorney Approval Period (see Paragraph 12 of this Contract). The 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 regard to the Earnest Money. Receipts of amounts agreed, Buyer shall pay all expenses with regard to the Earnest Money.
7. **4. Payment of Balance Mortgage Contingency.** (a) In addition to the Final earnest Money, the balance of the Purchase Price shall be paid at closing, plus or minus adjustments, by cash, cashier's check, or title credit, wire transfer of funds, or other payment mutually agreed by the Parties. (b) This Contract is contingent upon Buyer securing by July 14, 2007 ("First Commitment Date") a written commitment ("Required Commitment") for a fixed rate of an adjustable rate mortgage prearranged to be made by a U.S. or Illinois lender and subject to inspection or bank for \$405,000.00 the interest rate (or initial interest rate if an adjustable rate mortgage not to exceed 7.14% per year, amortized over 30 years payable monthly, less the not to exceed \$1,000.00 due monthly and credit report fee, if any ("Required Mortgage")). If the Required Mortgage has no due date, it shall be due no sooner than 120 days. Buyer shall pay for private mortgage insurance as required by the lending institution. If a FHA or VA mortgage is to be obtained, Rider A, Rider B, or the HUD Rider shall be attached to this Contract. (c) If Buyer is 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 days after the First Commitment Date ("Second Commitment Date"), cancel the Required Commitment for Buyer upon the same terms, and may extend the closing date by 30 business days. The Required Commitment may be given by Seller or a third party. Buyer shall furnish all requested credit information, right of attorney documents relating to the application and recording of the Required Commitment, and a one application fee as directed by Seller. Should Seller choose not to secure the Required 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 Seller on or before the First Commitment Date that Buyer has been unable to obtain the Required Commitment, and neither Buyer nor Seller secures the Required Commitment as or before the Second Commitment Date, this Contract shall be null and void and the earnest Money shall be retained by Buyer. (e) If Buyer does not provide any notice to Seller by the First Commitment Date, Buyer shall be deemed to have waived his commitment and this Contract shall remain in full force and effect.
8. **5. Deed and 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 release of homestead rights (or other appropriate deed if title is in trust or in an estoppel). A Schedule of Agreement, if applicable, subject only to the following, it may, notwithstanding, contain provisions for the payment of real estate taxes for the year 2006 and subsequent years; the mortgage or trust deed referred to in Paragraph C of the General Provisions of this Contract and/or Rider 7, if applicable. Seller may state that the 2006 general real estate taxes are \$2950. General real estate taxes shall be prorated as mutually agreed by the Parties prior to the expiration of the Attorney Approval Period.
9. **6. Liens.** Seller shall present to Buyer a complete copy of all existing leases affecting the Property and a copy shall within three business days of the Acceptance Date, 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.
10. **7. Closing.** Closing or earnest payment shall be on July 14, 2007 (except as provided in Paragraph 10(b) of this Contract), provided title has been shown to be good or is accepted by Buyer, at a time and location mutually agreed upon by the Parties.
11. **8. Possession.** (a) Seller agrees to surrender possession of the Property on or before July 14, 2007 ("Possession Date"), provided the transaction has closed. (b) If the Possession Date is not the date of closing, then, at closing, Seller shall pay to Buyer N/A per day for use and occupancy of the Property from the first day after closing up to and including the Possession Date, or on a monthly basis, whichever period is shorter ("Unoccupancy Payments"). Buyer shall refund any part of the Unoccupancy Payments if was not necessary beyond the date possession is actually surrendered. Additionally, Seller shall deposit with Escrowee a sum equal to 10% of the Purchase Price ("Possession Escrow") to cover any possession or holdover from the Possession Date, which sum shall be held from the net proceeds at closing on Seller's behalf. If Seller does not surrender the Property on the Possession Date, Seller shall pay to Buyer, in addition to the Unoccupancy Payments, 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 Unoccupancy Payments. If Buyer shall not timely deposit the Unoccupancy Payments, Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow without 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 Clerk of the Circuit Court for the State of Illinois in the name of an Interpleader. Escrowee shall be reimbursed from the Possession Escrow for all costs, including 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, including the payment of reasonable attorney's fees, costs, and expenses.
12. **9. Disclosure.** Buyer has received the Lead Disclosure Yes No; Lead Paint Disclosure Yes No; Zoning Certification Yes No.
13. **10. Dual Agency.** The Parties consent to N/A ("Escrowee") to act as Dual Agent in the transaction covered by this Contract. N/A, Seller(s) initials N/A, Buyer(s) initials N/A.
14. **11. Attorney Modification.** Within 1 business days after the Acceptance Date ("Attorney Approval Period"), the Parties' respective attorneys may make modifications to this Contract ("Proposed Modifications") on matters other than the Purchase Price, broker's compensation, and terms, that are mutually acceptable to the Parties. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then either Party may 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 written direction of the Parties or Escrowee. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

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106 GENERAL PROVISIONS

107 A. Preparations. Both parties shall prepare the property, if any, water lines and other items shall be provided to date of closing. If the Property is unprepared, but the
108 last available tax bill is on record and the Parties shall negotiate when the bill on record property is available. Security deposit, if any, shall be paid to Buyer at
109 closing.

110 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 any
111 Commerce.

112 C. Title. At least five days prior to the closing date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the indicated property by delivering
113 a certificate of title insurance company bearing a date no or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to no
114 other exceptions than those previously listed within this Contract and to general exceptions contained in the certificate. Delivery is delivery by 5:00 P.M. of a commitment for
115 title insurance due in duly by Buyer's mortgage recording attorney this shall not be a default of this Contract. Every commitment for title
116 insurance furnished by Seller shall be conclusive evidence of title to Buyer. If evidence of title is disclosed other exceptions, Seller shall have 30 days after Seller's receipt of
117 evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at closing by payment of money, Seller may have those
118 corrections removed at closing by using the proceeds of the sale.

119 D. Notices. All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
120 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
121 by personal delivery or commercial delivery service, by mail-a-trax, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with
122 proof of transmission being sent by regular mail at the date of transmission. In addition, facsimile messages shall be sufficient for purposes of transmitting, negotiating,
123 and concluding this Contract. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and stored by the recipient, provided that a
124 copy of the e-mail which is also sent by regular mail is received on the date of transmission.

125 E. Disbursement of earnest Money. In the event of default by Buyer, the earnest Money, less advances and compensation of the listing broker, shall be paid to
126 Seller. If Seller defaults, the earnest Money, at the option of Buyer, who is refunded to Buyer, but such refund shall not release Seller from the obligations of this
127 Contract. The amount of any refund, if any, shall be determined by Seller's intended disposition of the earnest Money and recipient
128 Seller's or Buyer's written request to the escrow holder intended disposition of the earnest Money. Seller and Buyer acknowledge that if
129 Seller is a licensed real estate broker, Seller may not disburse the earnest Money without the joint written direction of Seller and Buyer on their respective
130 agents. If Seller is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed disbursement of the earnest Money
131 within 10 days, after the date of the notice that Buyer may then proceed to disburse the earnest Money as previously agreed by themselves. If either Seller or Buyer objects
132 to the intended upon whom which day of day passed, as it occurred in a timely manner, escrow holder and does not receive the joint written direction of Seller and Buyer
133 within 10 days, then Buyer may disburse the earnest Money with the Clerk of the Circuit Court by the time of an action in the
134 nature of an interpleader, escrow holder may be reimbursed from the earnest Money for all costs, including reasonable attorney's fees, related to the filing of the interpleader
135 and the Parties shall split and hold escrow harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs, and expenses
arising out of same during the 10 days.

136 F. Occupied Building. Seller represents that the heating, plumbing, electrical, sewage, roofing, windows, insulation, appliances, and fixtures on the Property
137 are in working order and safe as of the date of closing and that the roof is free of leaks and will go to the limit of useful life. Buyer shall have the right to inspect the
138 Property during the 48-hour period immediately prior to closing to verify that they are in working order and that the Property is in substantially the same condition,
139 normal wear and tear excepted, as of the Acceptance Date.

140 G. Inspection Disclosure Statement. If the Property is new construction, Seller and Buyer shall comply with all inspection disclosure requirements as
141 provided by the Federal Trade Commission and Rule 15 as amended.

142 H. Code Violations. Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violations that currently exists on
143 the Property has been issued and received by Seller or his agent ("Code Violation Notice"). If a Code Violation Notice is received after the Acceptance Date and
144 before closing, Seller shall promptly notify Buyer of the Notice.

145 I. Hunting and Gun Disclosures. If the Property is located in the City of Chicago, Seller and Buyer shall comply with provisions of Chapter 8-10-010 of the Chicago
146 Code of Ordinances concerning Hunting and Gun Disclosure for the Property.

147 J. Survey Closing. At the written request of Seller or Buyer a survey prior to the delivery of the deed under this Contract, this title shall be closed through an
148 attorney with a title insurance company, in accordance with the terms and conditions of the usual form of deed and survey agreement then furnished and in use by the
149 title insurance company, with such special provisions inserted in the survey agreement as may be required to conform with this Contract. Upon the creation of an easement,
150 payment of purchase price and delivery of deed shall be made thereon by escrow. This Contract and the earnest Money shall be deposited in the escrow, and the Broker
151 shall be liable only for the amount withheld to consummate due. The cost of the survey shall be divided equally between Buyer and Seller.

152 K. Survey. Prior to closing, Seller shall provide Buyer with a survey by a licensed land surveyor dated not more than one month prior to the date of closing,
153 showing the present location of all improvements, if Buyer or Buyer's mortgagee, as well as a true report of existing survey, the survey shall be submitted to Buyer's
154 expense.

155 L. Affidavit of Title: ALTA. Seller agrees to furnish to Buyer an affidavit, to be subject only to those items set forth in this Contract, and an ALTA form if
156 required by Buyer's mortgage, or the title insurance company, or creditors coverage.

157 M. Local Description. The Parties agree that this Contract is attached a complete and accurate description of the Property.

158 N. REBPA. Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
159 Procedures Act of 1974, as amended.

160 O. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed
161 declaration signed by Seller or Seller's agent, in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other
162 requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be paid by
163 the person designated in that ordinance.

164 P. Removal of Personal Property. Seller shall remove from the Property by the Possession Date all doors and Seller's personal property not conveyed by Bill
165 of Sale in this.

166 Q. Surroundings. Seller agrees to surrender possession of the Property in the above condition as it is on the Acceptance Date, ordinary wear and tear excepted, subject to
167 Paragraph 8 of the General Provisions of this Contract. To the extent that Seller fails to comply with this provision Seller shall be responsible for 50% portion of the total cost
168 related to the cleaning cost if below \$250.00.

169 R. Taxes. There is no tax exception for purposes of this Contract.

170 S. Number. Whatever number will be used in this Contract, the number including the place.

171 T. Flood Plain Information. In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay the same amount.

172 U. Business Days and Thurs. Any reference to this Contract to "day" or "days" shall mean business days and not calendar days. Holidays are Monday, Tuesday,
173 Wednesday, Thursday, and Friday, excluding all federal federal and state holidays.

174 V. Realtor Act. Seller and Buyer represent and warrant that they are not acting directly or indirectly, for or on behalf of any person, firm, entity, or association
175 known to the United States Treasury Department as a Specially Designated National and Blocked Person, or other named or designated by the Office of Foreign Assets Control ("OFAC"), and that they are not engaged in this transaction
176 directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, firm, entity, or association. Each party shall defend, indemnify, and
177 relate to any breach of the foregoing representation and warranty.

178 W. Brokerage. The Real Estate Broker named in this Contract, shall be compensated in accordance with their agreement with their client, unless any other arrangement
179 made by the Listing Broker in a written listing contract in which the Seller and Cooperating Broker both participate.

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