

# UNOFFICIAL COPY

## Real Estate Sale Contract

FHA or VA Contingent Financing Form



(RESIDENTIAL)

1. Amos Perdue and Terry Perdue (Purchaser)  
agrees to purchase at a price of \$ 10,000.00 on the terms set forth herein, the following described real estate in  
Cook County, Illinois:

08073744

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Cook County Recorder 43.50 is

(If legal description is not included herein at time of execution, \_\_\_\_\_  
authorized to insert thereafter.)

commonly known as 4327 S. Indiana Chicago 60653, and  
with approximate lot dimensions of 25 x 125.

2. Johnny Chambers (Seller)  
(Insert names of all owners and their respective spouses)

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title hereto (in joint tenancy) by a recordable warranty deed, with release of homestead rights, subject only to: (a) covenants, 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; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage or trust deed specified below, if any; (i) general taxes for the year 97 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 98; and to

3. Purchaser has paid \$ - 0 - and will pay within \_\_\_\_\_ days the additional sum of \$ \_\_\_\_\_ ) as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price of \$ \_\_\_\_\_ plus or minus prorations, at the time of closing follows:

3a. Parties agree to purchase money mortgage \$3,000 <sup>down</sup> at closing. Balance as agreed at closing payable within 60 days.

4. This contract is subject to the condition that Purchaser be able to procure within \_\_\_\_\_ days a firm commitment for a Federal Housing Authority (FHA) insured (or Veterans Administration [VA] guaranteed) loan to be secured by a mortgage on the real estate in the amount of \$ \_\_\_\_\_, or such lesser sum as Purchaser accepts, with interest not to exceed \_\_\_\_\_ % a year to be amortized over \_\_\_\_\_ years, the commission and service charges for such loan not to exceed \_\_\_\_\_ %. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage on the same terms, this contract shall remain in full force and effect.

5. Seller agrees to deliver to Purchaser; promptly after it is made available to Seller, a written statement issued by the Federal Housing Commissioner (Veterans Administration) establishing the appraised value of the above real estate at an amount not less than \$ \_\_\_\_\_ for the purpose of mortgage financing. If the statement discloses a lower appraised value, Purchaser shall have the option, within 10 days after its delivery to Purchaser and upon notice to the Seller, to terminate this contract and have the earnest money returned to Purchaser.

6. Seller, at his own expense, agrees to furnish Purchaser with a current plat of survey of the above real estate made by an Illinois Registered Surveyor, and, if the financing for the sale of the real estate involves the procurement of a VA guaranteed loan, a termite inspection.

7. The time of closing shall be on As agreed! or 20 days after notice that financing has been procured if above paragraph 4 is operative, or on the date, if any, to which such time is extended by reasons of paragraph 2 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.

8. Seller shall deliver possession to Purchaser on or before day of closing \_\_\_\_\_ days after the sale has been closed. Seller agrees to pay Purchaser the sum of \$ \_\_\_\_\_ for each day Seller remains in possession between the time of closing and the time possession is delivered.

9. Seller agrees to pay a broker's commission to \_\_\_\_\_ in the amount \$ \_\_\_\_\_, and to pay a discount fee of not more than \_\_\_\_\_ % charged by the mortgage with respect to the FHA insured (or VA guaranteed) mortgage loan.

10. The earnest money shall be held by \_\_\_\_\_ for the mutual benefit of the parties.

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

Dated 11-11-98  
Purchaser Terry Perdue (Address) 3826 S. Calumet  
Purchaser Amos Perdue (Address) Chicago, Illinois 60653  
Seller Johnny Chambers (Address) 4327 S. Indiana  
Seller \_\_\_\_\_ (Address) Terry Perdue & Amos Perdue  
3826 S. Calumet  
Chicago, IL 60653



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 unless the contract price is \$100,000.00 or less and the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units; (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) 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 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, 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 interests 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 a fixed percentage of (a), (b), or (c) below (Strike subparagraphs not applicable):

(a) 100% 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 provisions 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 at the option of the Seller and 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. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

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

10. It is further agreed between Purchaser and Seller that Purchaser shall have the right to enter into and inspect the premises prior to closing to ascertain that the heating, electrical and plumbing systems are in operation condition. In the event said heating, electrical and plumbing systems are not in operating condition then notice is to be given to Seller immediately in writing and Seller shall correct same as Seller's expense prior to closing. Closing is considered final and any costs involved after closing are those of the Purchaser. No warranties or guarantees, either expressed or implied, shall survive the closing.

11. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

12. 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: