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1999-11-12 15:55:00

Cook County Recorder

25.58

## **CERTIFICATION**

Prepared by:

Joan M. Ferraro

Ferraro & Rosemeyer, Ltd.

1616 North Damen Avenue, Suite 100

Chicago, Illinois 60647

After recording mail to:

Joan M. Ferraro

Ferraro & Rosemeyer, Ltd.

1616 North Damen Avenue, Suite 100

Chicago, Illinois 60647



## **CERTIFICATION**

The undersigned does hereby certify that the attached is a true and correct copy of that certain Real Estate Sale Contract dated October 22, 1999 and entered into by and between Mark Kass ("Seller") and Maurice Blanks, or his Nominee and Matthew Ehrhard, or his Nominee ("Purchasers") for that certain property commonly known as 851 W. Armitage, Chicago, Illinois 60614 as legally described as follows:

LOT 4 IN WILLIAM JOHNSTON'S RESUBDIVISION OF LOTS 25, 26 AND 27 IN SUB BLOCK 7 IN THE SUBDIVISION OF BLOCK 5 IN SUBFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS or Office

PIN No. 14-32-409-004

Matthew Ehrhard

Subscribed to and sworn before me this // day of November, 1999.

Flurio

c paid to	TO Mark Kass	Auto 160 - et 1		SALE		TE: O:tr	22, '1999	REALTOR®
2	! I/We offer to purchas	e the property known as / i.	851 W. An	mitage	Chic	cago	Illinois !!!	Page 11 may
yd (a) ng	"Lot approximately" 25 X a	1:25 Panabiya ta	(Address)	with improven	ents thereon.	City)	(Susc) (1 + 11)1 ·	(Zip)
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01 chirty	.   1)ishwasher . 🔥 🔼	Wall to wall carpeting, if a Built-in or attached shelving	nv	Ceiling Outdoor	fen		norms & screens bed	_
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- 18	2_Initial earnest money \$10	.000.00 in the	form of CheCi	k	10	igele seodii	· · · · · · · · · · · · · · · · · · ·	ຳໄລ້ ກຽວ held by <sub>ການ ກອງໄ</sub>
relias 119 20 Seller	'. hereot Said initial carnesi mo	ayer, Lto (Escrowney shall be returned and	this contract sha	Il be void if	not accepted by	Seller on or hefor	days after acci October 25	
vanom 33	Ferraro & ,I	osemeyer, Ita	2 85.0	acrowce, for t	be benefit of the p	arties hereto in an i	oteresi bearing escrow a	ecount
₹aailing ¥anannev	in compliance with the laws of the standard of	THE STATE PARTY AND PARTY	uitic all account sci	rvice ices, if a	ny. An original of	this contract shall	be held by Listing Brol	central contra
15:1126	SUBPARAGRAPHS):	or Certified Check or any			prorations, as fo	llows (STRIKE <sub>L</sub> T	HROUGH INAPPLIC	ABLE 1 1-10
າະປາ ວວກີ່ຊີ່. ແຕ່ປາໂນ: 29	(b) Assumption of Existing	ng Mortgage (See Rider 7; noy/1/This contract in con	if applicable)." "	earl an	Decer	nber 16;11	.999 / A. Car	15 h 15 2195
hns 130	s communication a fixed rate inc	ortgage, or an adjustable re the interest rate (be initial	ite mortgage perm	itted to be ma				written all
adi 10 32 alam (33	na has a balk an navment it shall	lympic monthly, form fee no he due no sooner then	te to exceed	1252	: %, plus apprai:	sal and credit repor	rt fee, if any, If said me	ortgage and in T
34 tinislo 35	lending institution. If Purchaser is shall be conclusively presumed to	does not obtain such comu that Purchaser has secured	suco commitment :	shall notify S or will purche	eller in writing by se said property w	the aloresaid date thout mortgage for	. If Seller is not so noti	fied, it
37	extending the claime late up to	the same number of days.	ours a mongage.	commitment :	or Purchaser upo	n the came terms,	and shall have the op-	tion of the brig
on cae38:	# Purchaser notifies Se A. at above	cuments relating to the ap	placation and secur rehaser nor Seller:	ring of such c secures such o	ommitment, and pommitment as abo	neu one englicatio	n fan ne directed hy Ca	ا احماد
:mse 540.	-If an Fill A or VA corte	v is to be obtained. Rider	eller i hall not be li - 8-er 0 is hereby a	able for any e tricked as ano	licable.	la richoir	7 7 4	enver with
42 1€∯tedera	() theludes earnest money) and the	ad Trust Deed or Instal	ROUGH ONE); <sub>1</sub> (P	for Deed, Pure urchaser Mon	theses shall pay \$ ey Note and Trust	Deed) (Installmer	(which it Agreement for Deed)	h.sum_n nop
45	years, payable monthly, the final	paymer with interes	t at the rate of	0 w	% per annum to	o be amortized over	ithout manufac Dayman	unit
201601 <mark>47</mark> 1	and Trust Deed No.,7 shall be us							
49 - 100 cd (20)	credit report if Seller belies C an	ing condit tebout it wester a	mys or such reque <del>ctory</del> -	st; and, Seller	may cancel this,	igreement within t	hree days after receivir	ng said
51 51	4. At closing, Seller shall execu- homestead rights (or other appro							
iĝĝer, thi: -82% acou	** ** special covernmental taxes or a	liowing, it any: coven ats	, Conditions, and re	estrictions of r	ecord; public and	utility easements;	existing leases and ten	ancies;
udi (075)	general real estate taxes are \$1.	10 Stusequent years and un Li 000 Otheral real est	ic mort age or trus	rorated at L	Aun paragraph 3 a U Shot the mon	und/or Rider 7. Sell	ler represents that the l	9 98
bam 1571	10 150 00	mes near (a) existing to	extisting cases be	uo de assigni Ciño option to	to to Purchaser	at clusing, none	of which expire later present monthly gross	riban '⁻'
11 EE 50 59	6. Closing or escrow payout ship been shown to be good or is accessing the ship of the shi	A 2013 왕기 - 101분 3월 6일 (19	ir/ ni	field and to be	Lat.		Sade La Succe	their de the g
61	Seller agrees to autrender pos	ssession of said premises o	n.orbefore C.LC	יי נותבונס	vaig Toob	provided this sale		
63	Bites closing up to and including t	at closing, Seller shall pay the date possession is to be	state indeted or on a	a mont dy h	per day f s_whichever perio	or use and occurre	ani anumanaina sha G-	vment
135722621	(b) Possession Escrow. A	ticlosing. Seller shall den	suite aucrea.	designated in	ar sib 2 aba	110 0 cum noudlido'	not at the market all	- 14.3
67 68	does not surrender possession as	above. Seller shall nav to	Purchaser in additi	ion to the shor	ke ice od pocupa	the sale on escrot	wee torm of receipt, if	Seller 3 БіЛ
69 70 -	per day up to and including day p to be paid out of escrow and the remedies. Seller and Purchaser be	balance, if any, to be turn	od over to Selier a	nd acceptance	of payments by a	chaser shall not	s surrendered, said amo limit Purchaser's other	unt(s) · legal
אר פאלין <i>ח</i> 72	Purchaser of their authorized age	nt. If either Seller or Buyer	Objects to the disp	osition of the	bossession er clos	the the point with there he parties h	en direction of the Selle ereto agree that the escr	er and rowee
intall 73). 74	Purchaser of their authorized age may deposit the possession escroy may be reimbursed from the poss to indemnify and fiold escrowee.] 8. PURCHASER ACKNOWLE	cusion escrow for all costs	, including reasons	ible attorney's	fees, related to th	of the Inter	pleader and do hereby	nowee old
າກຊຸນ 75 ການຊຸນ ຊຸນາ	8. PURCHASER ACKNOWLE	DGES RECEIPT OF SELI	ER'S RESIDENT	IAL REAL P	ROPERTY DISCL	OSUKE GENTAT	IF APPLICABLE.	Sen un al Pri
130 377:E	9. THIS CONTRACT IS SUBJECT ON THE PROPERTY OF THE PROPERTY OF THE PROPERTY CONTRACT OF THE PROPERTY OF THE PR	HEREOF 13W 9 70	NS APPEARING	UN THE RE	VERSE SIDE AN	O THE POLICY	VPIG RIDERS ATTAC	HED (delicity)
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.030g23 82	Seller(s) initials  11 The Real Estate Brokers name	Purchaser(s) initials	ffr "binos					
83	by the Listing Espiter in a multiple	a lutina ceruica in which t	he Listing and Cor	oberating Repl	er both particions	e selt é		10
85 86	12. It is agreed by and between: compensation and dates, mutually cannot be reached by the parties i period specified herein, then this	acceptable to the parties.	if the pective attorn	Eys may mak DUS days	e modifications to after acceptance	o the Contract oth of the Contract, it	er than sales price, inco becomes evident ag	oke r's move
87 88	period specified herein, then this both parties to escrowee. IN THE WAIVED BY ALL PARTIES HE	Contract shall become nul	and void and all i	monies paid b	eys and written no y the Purchaser st	otice thereof is given	en to either party within on joint written directi	in the
89 90	WAIVED BY ALL PARTIES HE	RETO, AND THIS CONT	RACT SHALL BE	IN FULL PO	RCE AND EFFE	CT.	NOW SHALL BE DEE	MED
91 92	condition of the property by the Pr	urchaser or Purchaser's age for Seller from and against	subject to the insp int, at Purchaser's	ection (includ expense, with	ing any inspection 5 DUS.	tor wood-boring days from t	insects) and approval of he date of acceptance of	of the fthis 📆
93 94	13. Purchaser's obligation to pure conduiton of the property by the P Contract. Purchaser shall indemni agent performing such inspection. Purchaser within the time specific become null and void and oll mon WRITTEN NOTICE WITHIN THIS CONTRACT SHALL BE R	In the event the condition	of the property is a	not approved,	written notice shall	l be given to the S	of Purchaser or Purcha eller or Seller's agent b	y the
95 96	become null and void and all mon WRITTEN NOTICE WITHIN TH	ies paid by the Purchaser s IE TIME SPECIFIED HE	hall be refunded un REIN, THIS PROV	pon joint writt VISION SHAI	en direction of bo	th parties to escrov	vee. IN THE ABSENCE	EOF F
97	PURCHASER PURCHASER	N HULL FORCE AND EF	FECT.	ADDDESS 2	035 W. Wa	hansia	TARTIES HEIGHO,	Critical Control of the Control of t
	Maurice Blanks,	465	21.7858	C		Ilinois	60647	shall G of E of AND C of State
	PURCHASER /	his Nominee (see	Liter stay () (	ADDRESS 1	250 W. Au	gusta	(Zip Code)	402 FD#
	Matthew Ehrhard, or	045-56- his Nominee (Soci	-5649		hicago, I	llimois	60622 (Záp Coole)	en ja tienen
	ACCEPTANCE OF CONTRACT Thisday of _OCTO	BY SELLER	_	•			·	E 13
	according to the terms of this cont	19_93		1			or cause title to be conv	eyed
*	SELLER COL- /	3/9-04-3	<del>77/-</del> /		19 Greenw ark Ridge	ood Ave. S		
4	Print Name SELLER	(Seel		City)		(Suse)	(Zip Code)	— i.s
1 1	Print Name			ADDRESS			<del></del>	
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	Listing Office			Address			<u> </u>	#2.5°C%
	Seller's Designated Agent Name_		P	<b>Т</b> юпе:				
	Cooperating Office			hddress Bone			<del></del>	
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CHICAGO ASSOCIATION OF REALIONS /MLS REAL ESTATE SALE CONTRACT-APARTMENTS/INVESTMENTS

TO SAVE V									-
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-2. The provisions	of the Uniform Ven	dor and Purchase	r Risk /	Act of the Su	te of Illinois s	hall be abolic	able to this Con	tračte AVN	•
3. At least five da	ys prior to closing o	date, Seiler shall e	deliver	to Purchaser	or his agent e	vidence of me	rchantable title	in the intended or	antor: (a) hi

exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, (if applicable) and (b) by delivering a Commitment For Title assurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this Contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every Certificate of Title or Commitment For Title Insurance furnished by Sellet hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloser other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money. Seller may have same removed at closing by using the proceeds of sale in payment thereof.

nt of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.

4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures, the mailting of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery or commercial delivery service, by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

transmission being light by regular mail on the date of transmission.

10 to the description of the listing broker, shall be paid to the Seller. If Seller defaults, the earnest money at the option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract. In the event of any default. But the shall give written hotice to Seller and Purchaser indicating Escrowee's intended disposition of the earnest money and request the Seller and Purchaser a written consent to the Escrowee's intended disposition of the earnest money within thirty (30) days after the date of mailing of the Notice. However Seller and Purchaser hereby acknowledge that if Escrowee is a licensed real estate broker. Escrowee may not distribute the earnest money without the joint written direction of the Seller and Purchaser or their authorized agent. If Escrowee is not a licensed real estate broker, Seller and Purchaser hereby agree that if neither party object, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of mailing of said notice that Escrowee shall proceed to dispose of the earnest money as previously indicated by the Escrowee. If either Seller or Buyer objects to the intended disposition within the aforementior ed. sirty (30) day period, or in the event Escrowee is a licensed real estate broker and does not receive the joint written direction of the Seller and Purchaser aut on \_\_\_\_, the distribution of the earnest money, then the parties hereto agree that the Escrowee may deposit the earnest money with the Clerk of the Circuit Court by the uning of an action in the nature of an Interpleader. The parties agree that Escrowee may be reimbursed from the earnest money for all costs, including reasonable of orm by's fees, related to the filing of the Interpleader and do hereby agree to indemnify and hold Escrowee harmless from any and all claims and demands; including .... ment of reasonable attorney's fees custs and expenses arising out of such default claims and demands:

11 6. Seller reprodute and warrants that the beating, plumbing, electrical, central cooling, ventilating systems, appliances and fixtures on the premises are in working order and will be so a. th: time of closing, and that the roof is free of leaks and will be so at the time of closing. Purchaser shall have the right to inspect the working older and will de so as of time of closing, and must me root is tree of least and will be so at the time of closing, trurchaser shall have the right to inspect the premises during the 48-hour per of immediately prior to closing to verify that such are in working order and that the property is in substantially the same conditions normal wear and tear except d. 3 of the date of this Contact. attach have the same of this property is new construction, then Purchaser and Seller agree to comply with all insulation disclosure requirements as provided by the Federal Trade Commission, and Rider, 13 is he easy attached an insulation in 1910 and 1910

aforesaid premises has been issued and received by caler of his agent. If a notice is received between date of acceptance of the Contract and the date of closing, Seller shall oromotly notify Purchaser of such notice.

199: If the subject property is located in the City of Chicago, Seller and Purchaser agree that Seller and Purchaser shall comply with provisions of Chapter 193.2 of the Chicago Municipal Code concerning Heating Cost Chester for the subject property.

10. At the request of Seller or Purchaser evidenced ( ) by dies in writing to the other party at any time prior to the date of delivery of deed hereunder, this sale shall be closed through? an escrow with a title insurance com( any, in coordance with the general provisions of the usual form of deed, and Money Escrow Agreement then furnished and in use by said company, with such a company, with such a contract, iUpon the creation of such an excrow, anything herein to the contract, iUpon the creation of such an excrow, anything herein to the contract, iUpon the creation of such an excrow, anything herein to the contract, iUpon the creation of such an excrow, anything herein to the contract, iUpon the creation of such an excrow, anything herein to the contract, iUpon the creation of such an excrow, anything herein to the contract, including the contract is a contract.

through the secrow and this contract and the earnest money shall be deposite in the secrow and the Broker shall be made a party to the escrow with regard to commission due. The root of the escrow thall be divided equally between Pur baser and Seller.

11. Prior to closing, Seller shall furnish a survey by a licensed land survey or o ted not more than six (6) months prior to date of closing hereof showing the present location of all improvements. If Purchaser or Purchaser is mortgaged deships and purchaser is mortgaged deships and purchaser is mortgaged deships. The root of the present location of all improvements. If Purchaser is mortgaged deships and purchaser is mortgaged deships. The root of the purchaser is mortgaged deships and purchaser is mortgaged deships.

\*\*id2. Seller: agrees to furnish to; Purchaser an affidavit of title subject only to those item; set forth herein, and an ALTA form if required by Purchaser's mortgages, or the Title Instiffaire Company for extended coverage!!

13. Right is reserved by either party, to insert correct legal description at any time, without notice, when same is available.

(13. Killer and Seller hard) pace a mortage of this property and apply proceeds of such mortgage to the proceeds of this sale.

(14. Seller shall have the right-to pay off any extiting mortgage(s) out of the proceeds of this sale.

(15. Purchased may place a mortgage on this property and apply proceeds of such mortgage to the purchase price. In the event this transaction does not close Purchaser agrees to promptly cause rolesse of same as a mort of purchaser and seller hereby agree to make half disclosures and do all things necessary to comply with a supplicable provisions of the Real Estate Settlement Procedures act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988 as amondo?

(17. Seller shall pay the amount of any stamp tax imposed by the state and counts and declaration signed by the Saller or Saller

by the 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 party in said ordinance. With regard to a transfer or transaction tags. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or transaction tax. Such tax required by local ordinance with regard-to a transfer or local ordinance with regard-to a transfer or local ordinance. It is a transfer or local ordinance with regard-to a transfer or local ordinance.

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	20	). Tin	ne is of	the essence	of this contr	act						The Contract, Ordina	uy ver as a cear es
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