

UNOFFICIAL COPY



Real Estate Sales Contract

1. Ronald Kozil 9/24/99 2. 225,000 10/1/99 10/1/99 (Purchase
agrees to purchase at a price of 225,000 on the terms set forth herein, the following described real estate
in Cook County, Illinois:

corner only known as 7224 N. Yates Ave., Chicago, Illinois 42 sq. ft. 126 sq. ft. and with appurtenant lot dimensions of
130' x 130', together with the following property presently leased thereon: all personal property belonging
to the building, including 42 stoves and 42 refrigerators.

2. Owner of Record
agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to
Purchaser or nominee take effect by a recordable deed, with release of homestead rights, if any, and a proper bill of sale, 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 easements (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed;
(f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified
below, if any; (h) general taxes for the year 1999 and subsequent years including taxes which may accrue by reason of new or additional improvements
during the year(s) 1999; and to 11/1/99

Purchaser has paid \$50,000 9/24/99 to be increased to 119,000 upon acceptance within 28 days
purchase price, plus or minus provisions, at the time of closing as follows: (write language and subparagraphs not applicable)
32,000.00 9/24/99 11/1/99 30 DAYS OTTY APPROVAL EXCEPT FM
11/1/99 10/1/99 PRICE 24,000 RK 10/1/99

- (a) The payment of \$2,000,000 All Cash 11/1/99
- (b) The term of the mortgage is 30 years and the balance payable is 119,000

to be evidenced by the note of Purchaser (grantee), promising for full prepayment privileges without penalty, which shall be secured by a
part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B. or in the absence of
this attachment, the forms attached as 11/1/99 and identified as 11/1/99 and
by a security agreement (as 11/1/99 and identified as 11/1/99 and
Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and
assignment of rents to be in the forms attached as Schedule C and D. Purchaser shall furnish to Seller as an American Land Title Association
loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(c) The acceptance of the title to the real estate by Purchaser, by a mortgage or trust deed of record creating a principal indebtedness (including the
Purchaser (does) (does not) agree to assume) aggregating \$ 119,000 bearing interest at the rate of 7 % a year, and the
payment of a sum which represents the difference between the 119,000 and the amount due on the indebtedness at the time of closing and the balance of the
purchase price.

4. Seller at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having
been made, in compliance with the Illinois Land Survey Standards 9/24/99
5. The time of closing shall be on October 30, 1999 or on the date, if any, to which such date is extended by reason of paragraph 2 or 10 of the
Conditions and Stipulations hereafter becoming operative (whichever date is later), unless some other mutually agreed otherwise, at the office of
as agreed or of the mortgage lender, if any, provided this is shown to be good or is accepted by Purchaser.

6. Seller agrees to pay a broker's commission to Sheldon Good & Company
in the amount set forth in the broker's listing contract as follows:

7. The earnest money shall be held by Sheldon Good & Company
for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other
governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 7 days from
the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be returned to the Purchaser.

The 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: September 21, 1999

Purchaser: Ronald Kozil Address: 2304 Blue Eagle Ln, Hammond, IL

Purchaser: _____ Address: _____

Seller: Lawrence Becker 10/6/99 Address: 7141 N. Kedzie Ave, Chicago, IL

Seller: Abner Becker 10/7/99 Address: 60445

*This form is used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

CR771A, P.70

FORM NO. 100 05 1999 20:10 PM P2

PHONE NO. : 847 673 3588

FORM NO. 100 05 1999 20:10 PM P2

09077761
2483/0018 43 006 Page 1 of 7
1999-11-17 10:00:34
Cook County Recorder 63.50

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

Handwritten initials and date: 10/1/99

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 to the insured greater than or equal to the subject only to (a) the general exceptions contained in the policy, (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 or affidavits of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions to foregoing items (b) and (c) and 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 (if one is required to be delivered under the terms of this contract) 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 occasioned by such exceptions or survey defects, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, expressly specified in paragraph 5 on the front page hereof, within the time specified above as to such exceptions or survey defects within the specified time, or in the alternative, to obtain the commitment for this 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, to take title as if then in full force 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. Rent, premiums under insurable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, account interest 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 adjusted on the basis of (a) (b), or (c) below (Strike subparagraphs not applicable):

(a) 110 % of the most recent ascertainable taxes;

(b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of reparation later attached hereto and incorporated herein by reference;

(c) (Other) _____

The amount of any general taxes which may occur by reason of new or additional improvements shall be adjusted as follows _____

All provisions are first unless otherwise provided herein. Existing liens and liabilities 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 construction 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 California Vendor and Purchaser-Bank 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 upon notice to the Purchaser, the earnest money shall be forfeited to the Seller or applied first to the payment of Seller's expenses and then in 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 Escrow 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 the contract. Upon the creation of such an escrow, anything herein in the contract 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 inoperative.)

7. Time is of the essence of this contract.

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

9. 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: _____

(Strike one of the three alternatives.)

10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (a) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

(B) Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.

(C) Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment in favor of the purchase hereunder, or any part thereof; such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lenders. Purchaser further agrees to place of record simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and within 10 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

11. Rider attached and made part of Real Estate Sales Contract.

LB 10/49
PK 10/12/49
10/7/99

RIDER
Attached and made part of

Real Estate Sales Contract
dated 9/21/99 - Becker to Kozil
2424 W. Estes Avenue, Chicago, Illinois

JB 10/1/99
RB 10/7/99
LK 10/12/99


COUNTERPART FACSIMILE EXECUTION: For purposes of executing this Contract, a document signed and transmitted by facsimile machine shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document shall be re-executed by both parties in original form. No party hereto may raise the use of a facsimile machine or the fact that any signature was transmitted through the use of a facsimile machine as a defense to the enforcement of this Contract or any amendment executed in compliance with this paragraph.

CLERK OF COOK COUNTY Clerk's Office

Prepared By :

Steve Engelman
Engelman & Smith
1603 Orrington # 800
Evanston, IL 60201

Mail to :

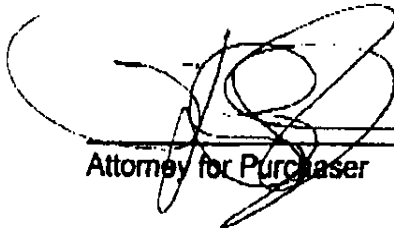
 Steve Engelman
Engelman & Smith
1603 ORRINGTON # 800
Evanston IL 60201

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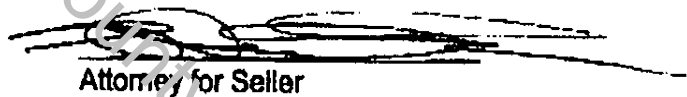
with applicable provisions of the Federal and Illinois Environmental Protection Act, and standards and procedures of the respective Environmental Protection Agencies, including remediation of impacted soil in the event removal activity discloses a prior release from the UST. At least thirty (30) days prior to closing, Seller shall deliver to Purchaser certification by a licensed removal contractor or the Chicago Fire Marshall of such removal in compliance with applicable standards.

K. Any notice necessary or desirable under the term of the Contract may be served upon the parties by service upon their respective attorneys by facsimile transmission and first class mail, the date of transmission being considered the date of service.

The Contract dated September 21, 1999 is, in all other respects, reaffirmed and the attorney's approval contingency contained therein is deemed satisfied.



Attorney for Purchaser



Attorney for Seller

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extended coverage over the five general exceptions, and 3.1 zoning and EPA endorsements.

- F. Subparagraph 3(a) of the Conditions and Stipulations shall be amended to provide for pro-ration of real estate taxes on the basis of 105% of the 1998 tax bill. Subparagraphs 3(b) and 3(c) shall be deleted from the Conditions and Stipulations.
- G. The Conditions and Stipulations shall include the following ¶12: Seller shall continue to operate and manage the Premises and comply with all obligations required of Seller under the leases for the Premises in the ordinary course of Seller's business. Seller shall enter into no new leases, nor terminate any existing leases, without Buyer's consent.
- H. The following ¶13 shall be added as an additional Condition and Stipulation: Seller shall give to Purchaser, at closing, a proration of all security deposits and interest thereon, without deduction for unpaid rent or damages. Seller shall also deliver to Purchaser, at closing, a letter addressed to each of the Tenants in the building advising said Tenants of the sale of the building, the assignment of the security deposit and interest and identifying to whom future rent should be paid, as directed by Purchaser.
- I. The following ¶14 shall be an additional Condition and Stipulation: Seller warrants to Purchaser that there are no contracts affecting the Premises that are not cancelable upon thirty (30) days notice. Seller will cancel all such contracts prior to closing, unless Buyer desires to assume said contracts at Buyer's sole election.
- J. The following ¶15 shall be an additional Condition and Stipulation: Prior to closing, Seller shall cause to be removed from the Premises the existing underground storage tank, which said removal shall be done in compliance

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09077761

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RIDER TO REAL ESTATE SALES CONTRACT

This Rider is attached to and made a part of that certain Real Estate Sales Contract (Contract) by and between RONALD KOZIL (Purchaser) and LAWRENCE and ALVIN BECKER (Sellers) dated September 21, 1999 for the purchase and sale of the real estate and improvements commonly known as 2424 W. Estes Ave, Chicago, Illinois (Premises). In the event there are any inconsistencies between the terms and provisions of the pre-printed Real Estate Sales Contract and this Rider, the terms of this Rider shall prevail.

- A. ¶2 of the Contract shall be amended to delete the word "private" from subparagraph 2(b); and to delete subparagraphs 2(e), 2(f) and 2(g).
- B. ¶3 shall be amended to provide that Purchaser shall increase his earnest money deposit to \$137,000.00 within twenty-four (24) hours of Sellers' acceptance of this Rider.
- C. ¶4 is amended to provide that Purchaser shall furnish an ALTA Plat of Survey dated after the date of this Contract and certified to Buyer, Buyer's Lender and the title company as having been made, in compliance with the Illinois Land Survey Standards.
- D. ¶7 shall be amended to provide that all earnest money held by Sheldon Good & Company be held in an interest bearing account, with interest credited or delivered to Purchaser at the time of closing.
- E. ¶1 of the Conditions and Stipulations shall be amended to provide that Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent not less than twenty-one (21) days prior to time of closing, the Plat of Survey and Title Commitment. Said Condition shall further be amended to require that the Title Commitment delivered at Sellers' expense shall include Gap and

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M A R I A P A P P A S	C O O K C O U N T Y T R E A S U R E R
11/16/99 Receipt : 5	Employee : GARY Page : 1

P I N : 13-14-111-030-0000 Volume : 000336

Address : 2424 W ESTES/CHICAGO,IL 606453348

Name : BOCANICIU LIVIU

Mailing : 2424 W ESTES/CHICAGO,IL 606453348

Legal Description :
Sub-Division Name : DISNEYS IRVING PARK SUB

Legal : ROBERT S DISNEY'S IRVING PARK SUB OF THE W 25 ACS OF THE E 1/2 OF
THE NW 1/4 OF SEC 14-40-13 (EX THE E 12 RDS OF THE S 40 RDS THER
EOF) REC DATE: 05/04/1910 DOC NO: 04554344

ST-TN-RG	BLOCK	PT	LOT
14-40-13	0000004		0000001
14-40-13	0000004		0000002

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Cook County Clerk's Office

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