

# UNOFFICIAL COPY

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2548/0007 87 006 Page 2 of 2  
1999-11-29 10:30:16  
Cook County Recorder 43.50



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## LEGAL DESCRIPTION

The Northeasterly 100.0 feet (Except The Southeasterly 25.0 Feet Thereof) Of Lot 1 In Block 4 In The Village Of Wilmette, In Section 34, Township 42 North, Range 13 East of The Third Principal Meridian, In Cook County, Illinois.

PIN #05-34-101-019

Commonly Known As:  
739 Greenbay Rd.  
Wilmette, IL 60091

Prepared by and Mail to:  
Law Offices of Todd J. Stephens  
833 Elm, #205  
Winnetka, IL 60093



**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
SKOKIE OFFICE**

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TO: Owner of Richard (Seller) AT: 10-19-99  
OFFER OF PURCHASER: I/We (Purchaser) offer to purchase the real estate shown at  
739 Greenbay Rd, Winnetka, IL 60093  
Street City County State Zip

Legally described on exhibit A, if any. Lot size approximately \_\_\_\_\_  
Together with improvements thereon.

INCLUSIONS: The following shall be included: personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; drapery rods; curtain rods; radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens, smoke detectors; as well as the following specific items:

EXCLUSIONS: The following shall be excluded: \_\_\_\_\_

1-PRICE: Purchase Price: \$ 250,000.00 Initial earnest money \$ \_\_\_\_\_ in the form of check dated 10-4-99 payable to \_\_\_\_\_ Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. The earnest money shall be increased to \_\_\_\_\_ % of purchase price within \_\_\_\_\_ days after Seller's acceptance hereof. Said initial earnest money shall be returned, and this offer shall be void if not accepted on or before \_\_\_\_\_

2-FINANCING: This contract is contingent upon the ability of Purchaser to secure within \_\_\_\_\_ days after Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of \$ \_\_\_\_\_ or such lesser amount as Purchaser shall accept, with a fixed interest rate not to exceed \_\_\_\_\_ % or an adjustable rate loan with initial interest rate not to exceed \_\_\_\_\_ %; adjustment cap not to exceed \_\_\_\_\_ % and lifetime cap not to exceed \_\_\_\_\_ %; said loan to be amortized over a minimum of \_\_\_\_\_ years, with a loan service charge not to exceed \_\_\_\_\_ % or other financing as provided in Finance Rider.

If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 2. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within \_\_\_\_\_ additional days after said notice, elect to accept purchase money financing or to secure a mortgage commitment, on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans established by any lending institution with a principal office in the Chicago metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser. UNLESS A HOME SALE AND/OR HOME CLOSING RIDER IS ATTACHED, THE PURCHASER WAIVES HIS RIGHT TO CANCEL THIS CONTRACT UPON RECEIVING A CONDITIONAL COMMITMENT SUBJECT TO THE SALE OR CLOSING OF HIS PROPERTY.

3-PAYMENT METHODS: The Purchase Price shall be paid, subject to prorations, all in cash, by cashier's check or certified check at closing.

4-CLOSING: (a) Closing or escrow payout shall be on \_\_\_\_\_ provided title conforms with this contract or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of Homelead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. (b) Title shall be conveyed at the time required by this contract subject only to: General taxes for 1999 and subsequent years; special taxes or assessments; if any, for improvements not yet completed; if any, not due at the date hereof; any special tax or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements; covenants and restrictions of record as to use and occupancy; party wall rights and agreements; if any; existing leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as described in Paragraph 2 above; acts done or suffered by or through the Purchaser. (c) This sale shall be closed at office of Purchaser's mortgagee or, if none, at office of listing broker, or as specified below:

(Name) \_\_\_\_\_ or, at request of either party, in escrow with the title company issuing the title commitment by deed and money escrow; fee to be divided between Seller and Purchaser.

5-PRORATIONS: Real Estate taxes (based on \_\_\_\_\_ % of most recent ascertainable taxes); assignable insurance policies, if requested by Purchaser; rents, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. Parties hereto agree to prorate when \_\_\_\_\_ real estate tax bill is available.

6-POSSESSION: Possession shall be delivered on \_\_\_\_\_ provided sale has been closed. \_\_\_\_\_ of the purchase price is to be held in escrow by \_\_\_\_\_ as security to Purchaser for possession; to be paid to the Purchaser at the rate of \$ \_\_\_\_\_ per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the Purchaser or to the Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

7-EARNEST MONEY: Earnest money and this contract shall be held by \_\_\_\_\_ for the benefit of the parties hereto. Purchaser agrees that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

8-ATTORNEY APPROVAL: This contract is contingent upon the approval hereof as to form by the attorney for Purchaser and Seller within 10 days after Seller's acceptance of this contract. Notices shall be given pursuant to Paragraph 14 on the reverse side hereof.

9-INSPECTION: Purchaser may secure at Purchaser's expense (unless otherwise provided by governmental regulation) a home, radon, and/or wood infestation inspection(s) of said Real Estate by a professional inspection service(s). Purchaser shall serve notice upon Seller of any defects, disclosed by the inspection(s), which are unacceptable to the Purchaser, together with a copy of the report(s) within 10 days after acceptance of this Contract. IN THE ABSENCE OF NOTICE WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five (5) calendar days after receipt of such notice and report(s), agreement cannot be reached by the parties as to how the cost of correction shall be apportioned between the parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO PURCHASER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE. The home inspection shall cover, but not be limited to the major components of the Real Estate: central heating system(s), central cooling system(s), interior plumbing system, electrical system, roof, walls, ceilings, floors and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age. PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THE CONTINGENCY. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by acts or negligence of Purchaser or the person(s) performing such inspection.

10-LEAD BASED PAINT TESTING CONTINGENCY: This contract is contingent upon an inspection or risk assessment of the property for the presence of lead based paint and/or lead-based paint hazards. This inspection/assessment shall be conducted by an inspector/contractor licensed as required by law at Purchaser's expense within 10 calendar days of acceptance of this contract by Seller. This contingency shall be deemed waived unless Purchaser delivers to Seller written notice of specific existing deficiencies, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within 2 days after delivery of said notice from Purchaser, elect to correct or NOT correct the deficiencies prior to closing and shall give written notice of such election to Purchaser. If Seller elects to correct the deficiencies, Seller shall furnish to Purchaser prior to closing certification that such deficiencies have been corrected. If Seller elects NOT to correct such deficiencies Purchaser, at Purchaser's option and upon notice to Seller within 2 days after delivery of Seller's election not to correct, may declare this contract void or may elect to purchase property subject to the deficiencies. Purchaser may remove this contingency at any time without cause. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by acts or negligence of Purchaser or the person(s) performing such inspection.

Purchaser acknowledges receipt of a completed Seller Disclosure form on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M.

The terms of the Rider(s) consisting of \_\_\_\_\_ pages attached hereto is made a part hereof. SSN: \_\_\_\_\_  
PURCHASER'S NAME (Type or Print) Richard Leprich SSN: 174  
PURCHASER Richard Leprich Address 1408 S. York Ave  
PURCHASER Des Plaines, IL 60018  
City State Zip

ACCEPTANCE OF OFFER BY SELLER  
This 5th day of October 19 99 at 10:00 A M. we accept this offer and agree to perform and convey according to the terms of this contract.  
SELLER'S NAME (Type or Print) Donald Padgitt, Executor of the Estate of John Roth SSN: \_\_\_\_\_  
SELLER 560 Green Bay  
SELLER Winnetka IL 60093  
City State Zip

THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT.  
THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.