

# UNOFFICIAL COPY

1. Moses Adey ANJU (Purchaser) agrees to purchase at a price of \$ 33,000 ~~32,000~~ on the terms set forth herein, the following described real estate in Cook County, Illinois:

(If legal description is not included at time of execution, Either Party is authorized to insert thereafter.)

Legal Description:



Continuously Known As: 813 Oak Maywood, IL 60153

Permanent Index Number: 15111450160000

Together with all personal property and fixtures to which Seller has title.

2. Urban Visions, Inc. or Assignor (Seller) 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 Purchaser's nominee title thereto by a recordable warranty deed, with release of homestead rights, and a quit claim 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 mortgages, if any; (e) special tax or assessments for improvements not yet completed, if any; (f) any unconfirmed special tax or assessment; (g) installments not due on the date hereof of any special tax or assessments for improvements heretofore completed; (h) any matters that would be disclosed by survey or environmental inspection; (i) general taxes for the year 98 second and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 98 second; (j) building, zoning, and health code violations, if any; (k) and rights of all parties claiming under or through the grantor or their agents.

3. Purchaser shall pay \$ 500.00 by Certified or Cashier's Check as earnest money on or before Acceptance (date) to be applied to the purchase price, and agree to pay the following:

(a) Additional earnest money in the amount of \$ 500.00 (Certified or Cashiers Check) shall be paid to Seller on or before 360 days after acceptance (date).

(b) The balance due hereunder at the time of closing by Cashier's or Certified Check (plus or minus proctation) in the amount as 34,000.

4. The time of closing shall be Sept 15, 1999 (date) but not more than 30 days subsequent to the date upon which Seller records its tax deed for the subject property. The Closing shall be at a location mutually agreed upon by the parties.

5. Seller shall deliver possession to Purchaser on the day the sale has been closed; OR purchaser agrees to take possession of subject property as of the date of this contract and to keep property secured until date of closing.

6. The earnest money shall be held by Seller.

7. The subject property is being sold "as is" and with all faults and Purchaser acknowledges that Seller has made no representations to it regarding its condition. Purchaser waives any right under the Residential Real Property Disclosure Act.

8. Purchaser may, at its cost and sole expense, purchase a survey of the subject property.

9. Seller's duty hereunder is specifically contingent upon it obtaining a tax deed to all of the subject property. If for any reason Seller is unable to obtain title to all of the subject property by way of tax deed, this contract shall be null and void and Purchaser's earnest money refunded.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof.

Dated 8-18-99

Purchaser: Moses Adey ANJU

Purchaser: \_\_\_\_\_

Seller: Urban Visions, Inc. as Assignor

By: [Signature]

Address: 241 SO. OAK PARK Ave.

Oak Park, IL 60302

Address: 829 Church St. Suite 200

Evanston, Illinois 60201

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1999-12-01 16:29:51

Cook County Recorder

25.50

08-17-99 18:38

RECEIVED FROM: 773 935 4499

P.02

DONE AT CUSTOMER'S REQUEST

8-16-99 09:30

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P.03

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five (5) days prior to the time of closing, a title commitment for an owner's title insurance policy issued by an Illinois licensed 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 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 (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), (d) the title exceptions which will be removed upon recordation of Seller's tax deed or deed to Purchaser. 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 shall also 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) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the matter specified in paragraph 2 below.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 4 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions 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 it then is. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Notwithstanding anything herein to the contrary, *Buyer & Seller To Pay customary charges* *MA* *IM* Seller shall pay for the title commitment/insurance, transfer taxes, water certification and any and all costs associated with the transfer and closing of the subject property.

4. Rents, premiums under assignable insurance policies, water prepaid service contracts, and other similar items shall be adjusted ratably at the time of closing. All prorations are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller 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 Purchaser. Purchaser shall receive promotion credits for 1998, 2nd and 1999 general taxes. *MA* *IM*

5. Purchaser agrees that in the event that Seller is the mortgage holder hereof, Purchaser hereby agrees to place in Seller's escrow 110% of the most recently ascertainable real estate taxes for payment of real estate taxes which become due and owing during the term of the mortgage. Purchaser also agrees to annually replenish this escrow to maintain an amount of 110% of the previous year's taxes. *IM*

*MA* 5. *AS IT IS AT CONTRACT SIGNING, LESS MINOR WEAR & TEAR ACCEPTED.* *IS TO BE IN THE SAME CONDITION AT CLOSING*

6. If this contract is terminated at Seller's fault or without Purchaser's fault, Purchaser's sole remedy shall be the return of the earnest money. However, 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.

7. Time is of the essence of the 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. Facsimile notice shall be deemed sufficient notice.

9. Seller represents that it is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section.

10. Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this contract.

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## Legal Description:

The East 35 Feet of Lots 19, 20, 21, 22 and 23 in Block 59 in Maywood, a Subdivision of the South 1/2 of the Southwest 1/4 of Section 2, Township 39, North 39, Range 12, the West 1/2 of Section 11, Township 39 North, Range 12, and the Northwest 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 15-11-145-016

Commonly Known as: 812 Oak Street, Maywood, Illinois 60153



Bryant & Associates  
801 South Blvd  
DAK PARK, IL 60302

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