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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, (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) 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 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, to 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 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) _____ % 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 prorations 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 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. 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.

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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 two of the three alternatives.)


- 10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (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 to finance 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 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Protection Agency.

Seller

Buyer



 NOSHU KINGS, LLC / JOHN THOMAS


 Ernest Lee Baker

PROPERTY OF COOK COUNTY Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 32 NORTH OF THE INDIAN BOUNDARY IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION AND RUNNING THENCE WESTERLY ON A LINE WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE EAST LINE OF SAID SECTION, FOR A DISTANCE OF 100.06 FEET TO A POINT; THENCE NORTH PARALLEL WITH SAID EAST LINE OF SAID SECTION, A DISTANCE OF 10 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH SAID LAST DESCRIBED LINE FOR A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION, A DISTANCE OF 30 FEET; THENCE WESTERLY ON A LINE WHICH IS PARALLEL WITH SAID FIRST DESCRIBED LINE TO THAT POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE TO THE CENTER OF THE LITTLE CALUMET RIVER; THENCE EASTERLY ALONG THE CENTER LINE OF SAID RIVER TO THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

EXCEPT THAT PART OF PARCEL 1, DESCRIBED AS FOLLOWS:: THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS::

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE NORTH 02 DEGREES 36 MINUTES 56 SECONDS WEST, A DISTANCE OF 253.77 FEET; ALONG THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HALSTED STREET PER DOCUMENT NO. 11113010, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.00 FEET, THENCE 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET, THENCE SOUTH 02 DEGREES 36 MINUTES 56 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

(THE ABOVE PARCEL REFERRED TO AS PARCEL "A" IN THE FOLLOWING EASEMENT DESCRIPTIONS BEING A PART OF THIS PARCEL 1)

PARCEL 1A:

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EASEMENT FOR THE BENEFIT OF PARCEL "1" AFORESAID, AS CREATED BY A GRANT FROM RIVERSIDE SUPPLY COMPANY TO ACME PETROLEUM COMPANY RECORDED MARCH 1, 1950, AND RECORDED APRIL 12, 1950, AS DOCUMENT NUMBER 14774924 FOR RIGHT OF WAY FOR INGRESS AND EGRESS TO PARCEL "A" AFORESAID, CONSISTING OF A ROADWAY NOT LESS THAN 15 FEET IN WIDTH RUNNING ALONG THE SOUTH END OF THE FOLLOWING DESCRIBED TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT:

ALSO

A PERMANENT RIGHT OF WAY OF 24 FEET IN WIDTH RUNNING FROM SAID RIGHT OF WAY ABOVE DESCRIBED IN A GENERALLY NORTHERLY DIRECTION (OVER THE PRESENT SCALES) TO PARCEL "A" ALONG A RIGHT OF WAY THE CENTER LINE WHICH IS 98 1/2 FEET WEST OF THE EAST LINE OF SECTION 32, AFORESAID;

ALSO

A RIGHT OF WAY OF 15 FEET FROM THE RIGHT OF WAY FIRST DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, THE CENTER LINE OF WHICH IS 307 1/2 FEET WEST OF THE EAST LINE OF SECTION 32 AFORESAID;

ALSO

A RIGHT OF WAY 15 FEET IN WIDTH FROM THE RIGHT OF WAY FIRST ABOVE DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, ALONG THE WESTERLY END OF THE FOLLOWING TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT;

ALSO

A RIGHT OF WAY OF 15 FEET SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCEL "A" AFORESAID (EXCEPT THE EAST 100 FEET AS MEASURED FROM THE EAST LINE OF SECTION 32 AFORESAID);

(1) THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 50 FEET ALSO EXCEPT THAT PART FALLING IN PARCEL "A" AFORESAID)

(2) THAT PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (N OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 AFORESAID WHICH CORNER IS THE INTERSECTION OF THE EAST AND W2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, A DISTANCE OF 15 FEET; THENCE WEST

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PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 AFORESAID; THENCE EAST ALONG SAID LINE 580 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY OF COOK, STATE OF ILLINOIS, LYING SOUTH OF THE LITTLE CALUMET RIVER

PARCEL 2A:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN ATHERTON FOUNDRY PRODUCTS, INCORPORATED, AN ILLINOIS CORPORATION, AND RIVERDALE TERMINAL CORPORATION, AN ILLINOIS CORPORATION, DATED JUNE 16, 1967, AND RECORDED JULY 30, 1967 AS DOCUMENT NUMBER 20202874 FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 159.48 FEET TO THE NORTHEAST CORNER OF LOT 6 AFORESAID, WHICH CORNER IS THE INTERSECTION OF THE EAST AND WEST 1/2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE CONTINUING SOUTH ALONG SAID EAST LINE A DISTANCE OF 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 WHICH IS 580 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE WEST ALONG SAID LINE A DISTANCE OF 82.04 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 102.06 FEET; THENCE EASTERLY ON A STRAIGHT LINE, THE EXTENSION OF WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE AFORESAID EAST LINE OF SAID NORTHEAST 1/4, FOR A DISTANCE OF 348.20 FEET; THENCE NORTH PARALLEL TO THE SAID EAST LINE A DISTANCE OF 30 FEET, THENCE EASTERLY ON A LINE WHICH IS PARALLEL WITH SAID LAST DESCRIBED EASTERLY COURSE, A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 10 FEET; THENCE EASTERLY PARALLEL WITH SAID DESCRIBED EASTERLY COURSE A DISTANCE OF

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100.06 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 50 FEET OF SAID SECTION 32, TAKEN AND USED FOR SOUTH HALSTED STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE WEST 25 ACRES THEREOF) OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES, SOUTH OF THE LITTLE CALUMET RIVER, IN COOK COUNTY, ILLINOIS.

Tax identification numbers: 25-32-215-002-0000
25-32-215-003-0000
25-32-215-005-0000

Commonly known as: 13100 S. Halsted Street, Riverview, Illinois 60527

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Prepared by:
CHRIS HANSEN
15320 S COOPER
708 284 6502

Property of Cook County Clerk's Office