

# UNOFFICIAL COPY

## REAL ESTATE SALE CONTRACT



Doc#: 1516716047 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/16/2015 12:38 PM Pg: 1 of 6

Property of Cook County Clerk's Office

1 of 2 1500735 NC

1. Deanna M Cerda (Purchaser) agrees to purchase at a price of \$6,000.00 on the terms set forth herein, the real estate commonly known as 1229 W 49th Pl Chicago, IL (Parcel #1) and legally described on Exhibit A. The parcel is vacant with no improvements.
2. Southside, LLC, an Oregon limited liability company (Seller), agrees to sell the real estate described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable special warranty deed, with release of homestead rights, subject only to: (a) the permitted exceptions set forth on Exhibit B, (b) unbilled general taxes for the year 2015 not then due and subsequent years, (c) satisfaction and payment in full of Promissory Note shown in Exhibit C.
3. Down payment in the amount of \$2,000.00 is due at closing. Purchaser has executed a Promissory Note outlining the terms and conditions of payment.
4. Purchaser shall maintain the existing condition of the property free of all hazards and encumbrances until Promissory Note is satisfied and paid in full. Purchaser shall be responsible for prompt payment of all real and personal property taxes on or before the due date.
5. The time of closing shall be on June 12th, 2015 unless subsequently mutually agreed otherwise, at Chicago Title Insurance Company, 10 South LaSalle Street, Chicago, Illinois.
6. Seller shall deliver possession of the real estate to Purchaser upon closing subject to the Promissory Note.
7. [Intentionally omitted.]
8. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract.
9. A duplicate original of this contract, duly executed by the Seller shall be delivered to the Purchaser within 1 day from the date below, otherwise, at the Purchaser's option, this contract shall become null and void.

This contract is subject to the Conditions and Stipulations set forth on the following pages hereof, which Conditions and Stipulations are made a part of this contract.

[Signature page follows]

SEAD REVIEWER RV



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Seller: Southside, LLC

Address: P. O. Box 25487  
Portland, OR 97298

Email: DaleBernards@gmail.com

By: [Signature]

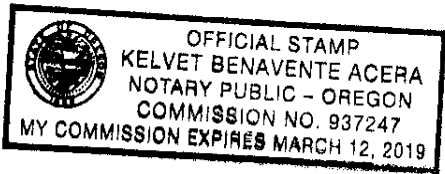
Title: Member

STATE OF OREGON )  
 ) SS.:  
COUNTY OF MULTNOMAH )

I, KELVET BENAVENTE ACERA the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DALE BERNARDS personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11th day of JUNE, 2015

Commission expires MARCH 12, 2019 [Signature]  
NOTARY PUBLIC



MAIL TO:

SEND SUBSEQUENT TAX BILLS TO

Southside LLC  
PO Box 25487  
Portland, Or  
97298

DEANNA M. CERDA  
1227 W. 49th PLACE  
CHICAGO, IL  
60609

[Conditions and Stipulations follow]

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## CONDITIONS AND STIPULATIONS

1. Seller has delivered the title commitments described in Exhibit B to Purchaser or Purchaser's attorney. The title commitments 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. Upon closing Seller will pay for the owner's title insurance policy in the amount of the purchase price. 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 set forth on Exhibit B and unpermitted exceptions, if any, as to which the Purchaser agrees to take subject to and to which the title insurer commits to insurance in the manner specified in paragraph 2 below.
2. [Intentionally omitted.]
3. Seller shall pay the first installment 2014 real estate tax bills in full prior to or at closing. General real estate taxes for the second installment 2014 real estate tax bill and 2015 real estate tax bill shall be adjusted ratably as of the time of closing. The amount of the current general real estate taxes not then ascertainable shall be adjusted on the basis of 100% of the most recent ascertainable taxes. All proration shall be final. 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 Seller.
4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
5. 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 paid 50% by Seller and 50% by Purchaser.
6. Time is of the essence of this contract.
7. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures or on their respective attorneys. The mailing of a notice by registered or certified mail, return receipt requested, or the sending of a fax to a party or a party's attorney shall be sufficient service, effective on such mailing or sending of a fax.
8. If applicable, Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974, the Residential Property Disclosure Act of Illinois, and the Residential Lead Based Paint Hazard Reduction Act of 1992. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.
9. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended 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.
10. Neither Seller nor Purchaser has utilized a real estate broker in connection with the transaction contemplated under this contract. Seller is a licensed real estate broker in the State of Oregon.
11. A facsimile of a party's signature to this contract shall be treated as if it were an original signature.

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## EXHIBIT A

### LEGAL DESCRIPTION

Parcel #1: LOT 18 IN AVERY'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 20-08-123-013-0000

Address of Real Estate: 1229 W 49th Place Chicago, IL

## EXHIBIT B

### PERMITTED EXCEPTIONS

Parcel #1: Chicago Title Insurance Company Title Commitment 1401-008978379 dated May 15, 2015, Schedule B Exception 1, 2014 real estate tax, second installment only and 2015 real estate tax

City of Chicago  
Dept. of Finance

689621



Real Estate  
Transfer  
Stamp

\$63.00

6/16/2015 11:48

dr00764

Batch 10,036,272

STATE TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	JUN. 16. 15	0000600
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	FP 103037

FP 103042	# 0000024034
0000300	
REAL ESTATE TRANSFER TAX	

REVENUE STAMP		COUNTY TAX
JUN. 16. 15		
COOK COUNTY REAL ESTATE TRANSACTION TAX		

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## Exhibit C

### Promissory Note Secured by Purchase Contract

1. For value received,  I individually  We jointly and severally promise to pay to the order of Southside LLC \$ 4,000.00 at PO Box 25487 Portland, OR 97298 with interest at the rate of 8% per year: **[choose one]**

- from the date this note is signed until the date it is due or is paid in full, whichever date occurs last.
- from the date this note is signed until the date it is paid in full.

2. The signer(s) of this note also agree that this note shall be paid in installments beginning August 31st, 2015, which include principal and interest, of not less than \$ 97.65 per month, due on the last day of each month, until such time as the principal and interest are paid in full.

3. If any installment payment due under this note is not received by the holder within 10 days of its due date, the entire amount of unpaid principal shall become immediately due and payable at the option of the holder without prior notice to the signer(s) of this note.

4. If the holder(s) of this note prevail(s) in a lawsuit to collect on it, the signer(s) agree(s) to pay the holder(s)' attorney fees in an amount the court finds to be just and reasonable.

5. Signer(s) agree(s) that until such time as the principal and interest owed under this note are paid in full, the note shall be secured by a recorded purchase contract to real property commonly known as 1229 W 49<sup>th</sup> Place Chicago, IL 60609, owned by Southside LLC, executed on June 12th, 2015 and recorded on the records of Cook County.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location (city or county)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location (city or county)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Borrower

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

**NOTARY SEAL**

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary