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CHICAGO ASSOCIATION OF REALTORS® COMMERCIAL REAL ESTATE PURCHASE AND SALE CONTRACT



Rev. 01/2012



1. **Contract.** This Residential Real Estate Purchase and Sale Contract ("**Contract**") is made by and between Westside Health Authority
2 ("**Buyer**") and John Young ("**Seller**") (collectively, "**Parties**"), with respect to the purchase and sale of the real estate and
3 improvements located at 5200-W Chicago ave, Chicago IL 60651 ("**Property**").
4 (address) (unit #) (city) (state) (zip)

5 Property P.I.N.(S) #: 16-04-331-038, 037, 036, 035, 034, 033, 032, 031

6 2. **Fixtures and Personal Property.** At Closing (as defined in Paragraph 7 of this Contract), in addition to the Property, Seller shall transfer to
7 Buyer by a Bill of Sale, all heating, cooling, electrical and plumbing systems, together with the following checked and enumerated items
8 ("**Fixtures 8 and Personal Property**"): **"AS IS"**

- | | | | | |
|---|---|--|--|--|
| 9 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Central air conditioner | <input type="checkbox"/> Fireplace screen | <input type="checkbox"/> Built-in or attached |
| 10 <input type="checkbox"/> Oven/Range | <input type="checkbox"/> Smoke and carbon monoxide | <input type="checkbox"/> Window air conditioner | <input type="checkbox"/> and equipment | <input type="checkbox"/> shelves or cabinets |
| 11 <input type="checkbox"/> Microwave | <input type="checkbox"/> detectors | <input type="checkbox"/> Electronic air filter | <input type="checkbox"/> Fireplace gas log | <input type="checkbox"/> Ceiling fan |
| 12 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom system | <input type="checkbox"/> Central humidifier | <input type="checkbox"/> Firewood | <input type="checkbox"/> Radiator covers |
| 13 <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Security system (rented or owned) (strike one) | <input type="checkbox"/> Attached gas grill | <input type="checkbox"/> Existing storms | <input type="checkbox"/> All planted vegetation |
| 14 <input type="checkbox"/> Trash compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Lighting fixtures | <input type="checkbox"/> and screens | <input type="checkbox"/> Outdoor play set/swings |
| 15 <input type="checkbox"/> Washer | <input type="checkbox"/> Attached TV(s) | <input type="checkbox"/> Electronic garage door(s) | <input type="checkbox"/> with remote unit(s) | <input type="checkbox"/> Window treatments |
| 16 <input type="checkbox"/> Dryer | <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Tacked down carpeting | <input type="checkbox"/> Home | <input type="checkbox"/> warranty (as attached) |
| 17 <input type="checkbox"/> Water Softener | <input type="checkbox"/> LCD/plasma/multimedia equipment | <input type="checkbox"/> Other Equipment | | |
| 18 <input type="checkbox"/> Stereo speaker/surround sound | | | | |

19 Seller also transfers the following: Fence. The following items are excluded: _____

20 3. **Purchase Price.** The purchase price for the Property (including the Fixtures and Personal Property) is \$ 50,000.
21 ("**Purchase Price**").

22 4. **Earnest Money.** Upon Buyer's execution of this Contract, Buyer shall deposit with Seller
23 ("**Escrowee**"), initial earnest money in the amount of \$ 500.00, in the form of check ("**Initial**
24 **Earnest Money**").



30 5. **Mortgage Contingency.** This Contract is for CASH

- 31 STRICKEN
- 32 STRICKEN
- 33 STRICKEN
- 34 STRICKEN
- 35 STRICKEN
- 36- 46 STRICKEN

AS IS per my Act

No Refund

Doc#: 1622313000 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2016 12:09 PM Pg: 1 of 5

47 6. **Possession.** Seller agrees to surrender possession of the Property on or before the Closing Date (as defined in Paragraph 7 below). If
48 possession is not delivered on or prior to the Closing Date, then, Seller shall pay to Buyer at Closing \$ _____ per day ("**Use/Occupancy**

49 **Payments**") for Seller's use and occupancy of the Property for each day after the Closing Date through and including the date Seller plans to deliver
50 possession to Buyer ("**Possession Date**"). If Seller delivers possession of the Property to Buyer prior to the Possession Date, Buyer shall refund the
51 portion of Use/Occupancy Payments which extend beyond the date possession is actually surrendered. Additionally, Seller shall deposit with
52 Escrowee a sum equal to 2% of the Purchase Price ("**Possession Escrow**") to guarantee possession on or before the Possession Date, which sum shall
53 be held from the net proceeds at Closing on Escrowee's form of receipt. If Seller does not surrender the Property on the Possession Date, Seller shall
54 pay to Buyer, in addition to all Use/Occupancy Payments, the sum of 10% of the original amount of the Possession Escrow per day up to and
55 including the day possession is surrendered to Buyer plus any unpaid Use/Occupancy Payments up to and including the date possession is
56 surrendered, these amounts to be paid out of the Possession Escrow and the balance, if any, to be returned to Seller. Acceptance of payments by
57 Buyer shall not limit Buyer's other legal remedies. Seller and Buyer hereby acknowledge that Escrowee shall not distribute the Possession Escrow
58 without the joint written direction of Seller and Buyer. If either Party objects to disposition of the Possession Escrow, then Escrowee may deposit the
59 Possession Escrow with the Clerk of the Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee shall be reimbursed from
60 the Possession Escrow for all costs, including reasonable attorneys' fees, related to the filing of the Interpleader, and the Parties shall indemnify and
61 hold Escrowee harmless from any and all claims and demands, including the payment of reasonable attorneys' fees, costs, and expenses.

62 7. **Closing.** Buyer shall deliver the balance of the Purchase Price (less the amount of the Final Earnest money, plus or minus prorations and
63 escrow fees, if any) to Seller and Seller shall execute and deliver the Deed (as defined below) to Buyer at "**Closing**". Closing shall occur on or prior to

Buyer Initials: mk Buyer Initials: _____

Seller Initials: Jy Seller Initials: Bm

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64 _____ October 31st, 2016, at a time and location mutually agreed upon by the Parties ("**Closing Date**"). Seller must provide Buyer with
65 merchantable title prior to Closing.

66 **8. Deed.** At Closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable warranty deed
67 ("**Deed**") with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement, if applicable, subject
68 only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; acts done by or suffered through Buyer; all
69 special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.

70 **9. Real Estate Taxes.** Seller represents that the 20 _____ general real estate taxes were \$_____. General real estate taxes for the
72 estate taxes shall be prorated based on (i) _____% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in
73 writing prior to the expiration of the Attorney Approval Period.

74 **10. OTHER:**

Property of Cook County Clerk's Office

96 **11. Disclosures.**

99 **12. Dual Agency.** NONE

103 **13. Attorney Modification.** Within 5 business days after the Acceptance Date ("**Attorney Approval Period**"), the Parties' respective
104 attorneys may propose written modifications to this Contract ("**Proposed Modifications**") on matters other than the Purchase Price, broker's
105 compensation and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party shall become terms of this Contract
106 as if originally set forth in this Contract. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed
107 Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Contract by written notice to the other Party. In
108 that event, this Contract shall be null and void and the Earnest Money shall be returned to Buyer. IN THE ABSENCE OF DELIVERY OF
109 PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION SHALL BE
110 DEEMED WAIVED BY ALL PARTIES, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

111 **14. Inspection.** NONE. BUYER WILL TAKE PROPERTY "AS IS"

[SIGNATURE PAGE FOLLOWS]

Buyer Initials: MR Buyer Initials: _____

Seller Initials: Jy Seller Initials: _____

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130 OFFER DATE: 7-19- 20 14

ACCEPTANCE DATE: _____ 20 ____ ("Acceptance Date")

131 BUYER'S INFORMATION:

132 Buyer's Signature: [Signature]

133 Buyer's Signature: _____

134 Buyer's Name(s) (print): Westside Health Authority

135 Address: 5417 W Division St.

136 City: Chicago State: IL Zip: 60651

137 Office Phone: 773-378-1878 Home Phone: _____

138 Fax: 773-786-2752 Cell Phone: _____

139 Email Address: mreed@healthauthority.org

140 The names and addresses set forth below are for informational purposes only and subject to change.

142 BUYER'S BROKER'S INFORMATION:

143 Designated Agent (print): _____

144 Agent MLS Identification Number: _____

145 Brokerage Company Name: _____ MLS # _____

146 Office Address: _____

147 City: _____ State: _____ Zip: _____

148 Office Phone: _____ Cell Phone: _____

149 Fax: _____

150 Email: _____

151 BUYER'S ATTORNEY'S INFORMATION:

152 Attorney Name: Alexis Hart Mcdowell

153 Firm: _____

154 Office Address: _____

155 City: _____ State: _____ Zip: _____

156 Office Phone: T: (312) 884-1424 Cell Phone: _____

157 Fax: F: (773) 289-0441

158 Email: _____

159 BUYER'S LENDER'S INFORMATION:

160 Mortgage Broker's Name: _____

161 Lender: _____

162 Office Address: _____

163 City: _____ State: _____ Zip: _____

164 Office Phone: _____ Cell Phone: _____

165 Fax: _____

166 Email: _____

Buyer Initials: MM Buyer Initials: _____

SELLER'S INFORMATION:

X Seller's Signature: [Signature]

Seller's Signature: _____

Seller's Name(s) (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Cell Phone: _____

Email Address: _____

The names and addresses set forth below are for informational purposes only and subject to change.

SELLER'S BROKER'S INFORMATION:

Designated Agent Name (print): _____

Agent MLS Identification Number: _____

Brokerage Company Name: _____ MLS # _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

SELLER'S ATTORNEY'S INFORMATION:

Attorney Name: _____

Firm: _____

Office Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

Seller Initials: JY Seller Initials: _____

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167 GENERAL PROVISIONS

168 A. **Prorations.** Rent, interest on existing mortgage, if any, water taxes and other items shall be prorated as of the Closing Date. Security deposits, if any, shall
169 be paid to Buyer at Closing. Notwithstanding anything to the contrary contained in Paragraph 9 of this Contract, if the Property is improved as of the Closing Date, but
170 the last available tax bill is on vacant land, Seller shall place in escrow an amount equal to 2% of the Purchase Price and the Parties shall prorate taxes within 30
171 days after the bill on the improved property becomes available.

172 B. **Uniform Vendor and Purchaser Risk Act.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this
173 Contract.

174 C. **Title.** At least 5 days prior to the Closing Date, Seller shall deliver to Buyer or his agent evidence of merchantable title in the intended grantor by delivering
175 a Commitment for Title Insurance of a title insurance company bearing a date on or subsequent to the Acceptance Date, in the amount of the Purchase Price, subject to
176 no other exceptions than those previously listed within this Contract and to general exceptions contained in the commitment. Delay in delivery by Seller of a
177 Commitment for Title Insurance due to delay by Buyer's mortgagee in recording mortgage and bringing down title shall not be a default of this Contract. Every
178 Commitment for Title Insurance furnished by Seller shall be conclusive evidence of title as shown. If evidence of title discloses other exceptions, Seller shall have 30
179 days after Seller's receipt of evidence of title to cure the exceptions and notify Buyer accordingly. As to those exceptions that may be removed at Closing by payment of
180 money, Seller may have those exceptions removed at Closing by using the proceeds of the sale.

181 D. **Notice.** All notices required by this Contract shall be in writing and shall be served upon the Parties or their attorneys at the addresses provided in this
182 Contract. The mailing of notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served
183 by personal delivery or commercial delivery service, by mail-order, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice
184 with proof of transmission being sent by regular mail on the date of transmission. In addition, facsimile signatures or digital signatures shall be sufficient for purposes
185 of executing this Contract and shall be deemed originals. E-mail notices shall be deemed valid and received by the addressee when delivered by e-mail and opened by
186 the recipient, provided that a copy of the e-mail notice is also sent by regular mail to the recipient on the date of transmission.

187 E. **Disposition of Earnest Money.** In the event of default by Buyer, the Earnest Money, less expenses and commission of the listing broker, shall be paid to
188 Seller. If Seller defaults, the Earnest Money, at the option of Buyer, shall be refunded to Buyer, but such refunding shall not release Seller from the obligations of this
189 Contract. In the event of any default, Escrowee shall give written notice to Seller and Buyer indicating Escrowee's intended disposition of the Earnest Money and
190 request Seller's and Buyer's written consent to the Escrowee's intended disposition of the Earnest Money within 30 days after the notice. However, Seller and Buyer
191 acknowledge and agree that if Escrowee is a licensed real estate broker, Escrowee may not distribute the Earnest Money without the joint written direction of Seller and
192 Buyer or their authorized agents. If Escrowee is not a licensed real estate broker, Seller and Buyer agree that if neither Party objects, in writing, to the proposed
193 disposition of the Earnest Money within 30 days after the date of the notice, then Escrowee shall proceed to dispense the Earnest Money as previously noticed by
194 Escrowee. If either Seller or Buyer objects to the intended disposition within the 30 day period, or if Escrowee is a licensed real estate broker and does not receive the
195 joint written direction of Seller and Buyer authorizing distribution of the Earnest Money, then the Escrowee may deposit the Earnest Money with the Clerk of the
196 Circuit Court by the filing of an action in the nature of an Interpleader. Escrowee may be reimbursed from the Earnest Money for all costs, including reasonable
197 attorney's fees, related to the filing of the Interpleader, and the Parties indemnify and hold Escrowee harmless from any and all claims and demands, including the
198 payment of reasonable attorneys' fees, costs, and expenses arising out of those claims and demands.

199 F. **Operational Systems.** Seller represents that the heating, plumbing, electrical, central cooling, ventilating systems, appliances, and fixtures on the
200 Property are in working order and will be so at the time of Closing and that the roof is free of leaks and will be so at the time of Closing. Buyer shall have the right to
201 enter the Property during the 48-hour period immediately prior to Closing solely for the purpose of verifying that the operational systems and appliances serving the
202 Property are in working order and that the Property is in substantially the same condition, normal wear and tear excepted, as of the Acceptance Date.

203 G. **Insulation Disclosure Requirements.** If the Property is new construction, Buyer and Seller shall comply with all insulation disclosure requirements as
204 provided by the Federal Trade Commission, and Rider 13 is attached.

205 H. **Code Violations.** Seller warrants that no notice from any city, village, or other governmental authority of a dwelling code violation that currently exists on
206 the Property has been issued and received by Seller or Seller's agent ("**Code Violation Notice**"). If a Code Violation Notice is received after the Acceptance Date and
207 before Closing, Seller shall promptly notify Buyer of the Notice.

208 I. **Escrow Closing.** At the written request of Seller or Buyer received prior to the delivery of the deed under this Contract, this sale shall be closed through an
209 escrow with a title insurance company, in accordance with the general provisions of the usual form of deed and money escrow agreement then furnished and in use by
210 the title insurance company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of an
211 escrow, payment of Purchase Price and delivery of deed shall be made through the escrow, this Contract and the Earnest Money shall be deposited in the escrow, and
212 the Broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Buyer and Seller.

213 J. **Survey**

214
215

216 K. **Affidavit of Title; ALTA.** Seller agrees to furnish to Buyer an affidavit of title subject only to those terms set forth in this Contract, and an ALTA form if
217 required by Buyer's mortgagee, or the title insurance company, for extended coverage.

218 L. **Legal Description.** The Parties may amend this Contract to attach a complete and correct legal description of the Property.

219 M. **RESPA.** Buyer and Seller shall make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement
220 Procedures Act of 1974, as amended.

221 N. **Transfer Taxes.** Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed
222 declaration signed by Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet
223 other requirements as established by any local ordinance with regard to a transfer or transaction tax. Any real estate transfer tax required by local ordinance shall be
224 paid by the person designated in that ordinance.

225 O. **Removal of Personal Property.** Seller shall remove from the Property by the Possession Date all debris and Seller's personal property not conveyed by
226 Bill of Sale to Buyer.

227 P. **Surrender.** Seller agrees to surrender possession of the Property in the same condition as it is on the Acceptance Date, ordinary wear and tear excepted,
228 subject to Paragraph B of the General Provisions of this Contract. To the extent that Seller fails to comply with this Provision, Seller shall not be responsible for that
229 portion of the total cost related to this violation that is below \$250.00.

230 Q. **Time.** Time is of the essence for purposes of this Contract.

231 R. **Number.** Wherever appropriate within this Contract, the singular includes the plural.

232 S. **Flood Plain Insurance.** In the event the Property is in a flood plain and flood insurance is required by Buyer's lender, Buyer shall pay for that insurance.

233 T. **Business Days and Time.** Any reference in this Contract to "day" or "days" shall mean business days, not calendar days, including Monday, Tuesday,
234 Wednesday, Thursday, and Friday, and excluding all official federal and state holidays.

235 U. **Patriot Act.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
236 named by Executive Order or the United States Treasury Department as a Specially Designated National and Blocked Person, or other banned or blocked person, entity,
237 nation or transaction pursuant to any law, order, rule or regulation which is enforced or administered by the Office of Foreign Assets Control ("OFAC"), and that they
238 are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or
239 nation. Each Party shall defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses
240 (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

241 V. **Brokers.** The real estate brokers named in this Contract shall be compensated in accordance with their agreements with their clients and/or any offer of
242 compensation made by the listing broker in a multiple listing service in which the listing and cooperating broker both participate.

243 W. **Original Executed Contract.** The listing broker shall hold the original fully executed copy of this Contract.

Buyer Initials: WVC Buyer Initials: _____

Seller Initials: John Young Seller Initials: _____

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Legal Description:

Address of Property: 5200 W Chicago Ave, Illinois 60651

PIN(s): 16-04-331-038, 037, 036, 035, 034, 033, 032, 031

Lots 19,20,21,22,23,24,25,26,27 and 28 in block 4 in the Subdivision of the East half of the Southeast quarter of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Property of Cook County Clerk's Office