

UNOFFICIAL COPY

11-27-85

NORTHWEST MULTIPLE LISTING SERVICE EXCLUSIVE SELLING AGREEMENT

85301419

85301419



Dated at CHGO JUNE 8, 1985
To C-21 STANMEYER RETRS.

IN CONSIDERATION of your efforts to secure a buyer for the real estate herein described (and advertising it for sale), we hereby appoint you our exclusive agent for the sale of said real estate up to and including OCT 8, 1985 and we agree to pay you a commission in the amount of 6% of the total sales price set forth below, if you procure a buyer ready, willing and able to buy the property on the terms herein provided, or if the property is sold within said time by you, ourselves or any other broker, or sold after termination of this agreement to a purchaser or anyone in behalf of a purchaser to whom it was submitted, said commission payable at time of closing or IF WE DEFAULT UNDER THE TERMS OF THIS AGREEMENT OR IF WE DEFAULT UNDER THE TERMS OF A REAL ESTATE SALES CONTRACT DRAWN SUBSEQUENT TO THIS AGREEMENT, SAID COMMISSION SHALL BE PAYABLE ON DEMAND BY BROKER or IF EARNEST MONEY IS FORFEITED, IT SHALL BE APPLIED - 1st TO PAYMENT OF EXPENSES INCURRED FOR SELLER BY BROKER, and 2nd TO PAYMENT OF SAID COMMISSION, BALANCE TO BE PAID TO SELLER. No amendment or alteration in the terms of this agreement with respect to the amount of commission or with respect to the time of payment of commission, as set forth above, shall be valid or binding unless made in writing in a separate agreement and signed by the parties hereto. A Real Estate Sales Contract written subsequent to this agreement may state that the commission is to be paid in accordance with this agreement or the terms of a separate written agreement.

LOCATION 1830 N. VONG AVE. - CHGO. IL. 60639
2 FT. BRK. (Lot 30 x 125) (Taxes \$ 875.00 1983)
SALES PRICE \$69,500.00, or such lesser sum as we may accept
ENCUMBRANCES TO BE DEDUCTED ANY OF RECORD

Which may be assumed by buyer or paid off from the proceeds of sale.

We warrant, there are no unpaid special assessments and none confirmed relative to this property except as stated herein, and that we have authority to execute this Agreement

TERMS - (Delete that which is not applicable) 1: Cash to seller on closing. 2: Owner will pledge the sum of \$ _____ in cash which sum shall be withheld from the net proceeds of the sale and deposited with the lending agency making the first mortgage on the above property to the purchaser. 3: Accept a Purchase Money Mortgage and Note, or execute Articles of Agreement for Warranty Deed in the amount of \$ _____ to be amortized over a period of _____ months, with equal monthly payments, including principal and interest, with interest at _____% on the balance of principal remaining from time to time unpaid. (Notes, purchase money mortgages or Articles of Agreement for Warranty Deed to be prepared by Sellers attorney and approved by Buyers attorney. In the event the parties cannot agree on the form of said instrument, owner's attorney shall prepare a note and trust deed on the appropriate Chicago Title & Trust Company printed legal form, or Articles of Agreement for Warranty Deed, Installment Contract on the George E. Cole & Co. printed legal form.)

We agree to furnish a Title Insurance Policy or commitment for title insurance of a Title Company in the amount of the purchase price, or Duplicate Certificate of Title issued by the Registrar of Titles of Cook County showing good title, prorate the usual items of income and expense and furnish a survey by a licensed surveyor prior to closing showing the location of the buildings thereon to be within the lot lines and showing no encroachments of buildings from adjoining properties.

If property is sold subject to an F.H.A. or V.A. loan, to pay in connection therewith a discount to the lending institution at the then prevailing rate.

We agree to pay the cost of advertising not to exceed 1/4 of 1% of the sale price.

GIVE POSSESSION 60 DAC OR SN.

It is illegal for either the owner or the broker to refuse to display or to sell to any person because of their race, color, religion, national origin, sex or physical disability.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

You agree to list this property with the NORTHWEST MULTIPLE LISTING SERVICE of the Northwest Real Estate Board, on a cooperative basis with no additional commission.

PERSONAL PROPERTY INCLUDED IN SALE PRICE NONE

You are hereby authorized to place your For Sale Sign on the property, if permitted by local ordinance.

ACCEPTED: C-21 STANMEYER RETRS

SELLERS: [Signature]

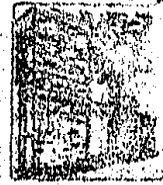
By [Signature]

SEAL

SEAL

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Dated at Chicago, Ill. this 2nd day of June, 1982

IN CONSIDERATION of your efforts to secure a buyer for the real estate herein described (and advertising it for sale), we hereby appoint you our exclusive agent for the sale of said real estate up to and including October 31, 1982, and we agree to pay you a commission in the amount of 6% of the total sales price set forth below, if you procure a buyer ready, willing and able to buy the property on the terms herein provided, or if the property is sold within the time specified or any other period, or sold after termination of this agreement to a purchaser or anyone in behalf of a purchaser to whom it was submitted, said commission payable at time of closing or if WE DEFAULT UNDER THE TERMS OF THIS AGREEMENT OR IF WE DEFAULT UNDER THE TERMS OF A REAL ESTATE SALES CONTRACT DRAWN SUBSEQUENT TO THIS AGREEMENT, SAID COMMISSION SHALL BE PAYABLE ON DEMAND BY BROKER or IF EARNEST MONEY IS FORFEITED IT SHALL BE APPLIED TO PAYMENT OF EXPENSES INCURRED FOR SELLER BY BROKER, and TO PAYMENT OF SAID COMMISSION BALANCE TO BE PAID TO SELLER. No payment or allocation in the terms of this agreement with respect to the amount of commission or with respect to the time of payment of commission as set forth above, shall be binding unless and until a separate agreement is entered into between the parties hereto. A Real Estate Sales Contract entered into subsequent to this agreement may state that the commission is to be paid in accordance with the agreement or the terms of a separate written agreement.

LOCATION: 1830 N. Land Ave. (Tax 30) (Tax 8220 1077)
SALES PRICE: \$200,000.00
ENCUMBRANCES TO BE DEDUCTED: Any of record

Which may be used by buyer or paid off from the proceeds of sale.
We warrant there are no unpaid special assessments or other liens or charges against this property except as stated herein and that we have authority to execute this Agreement.
TERMS: (Check that which is not applicable) (1) Cash to seller on closing. (2) Seller will pledge the sum of \$100,000.00 in cash which will be withheld from the proceeds of the sale and deposited with the lending agency making the first mortgage on the above property to the purchaser. (3) Seller's Purchase Money Mortgage and Note to execute Articles of Agreement for Warranty Deed in the amount of \$100,000.00 to be amortized over a period of 30 months with equal monthly payments, including principal and interest, with interest at 12% on the balance of principal remaining from time to time unpaid. (Notes purchase money mortgages or Articles of Agreement for Warranty Deed to be prepared by Seller's attorney and approved by the lender's attorney. In the event the parties agree on the form of said instrument, owner's attorney shall prepare a note and trust deed on the appropriate Chicago Title & Trust Company bonded legal form, or Articles of Agreement for Warranty Deed, (Installation Contract on the George E. Cole & Co. bonded legal form).

We agree to furnish a Title Insurance Policy or commitment for the insurance of a Title Company in the amount of the purchase price of this property. (This is to be paid by the Buyer of Cook County, showing good title to the property, the usual terms of income and expense, and furnished a survey by a licensed surveyor prior to closing showing the location of the building thereon to be within the lot lines and showing no encroachments of buildings from adjoining property.)
This property is not subject to an F.H.A. or V.A. loan to pay in connection therewith a discount on the lending institution at the then prevailing rate.
We agree to bear the cost of advertising not to exceed 1% of the sale price.

GIVE POSSESSION TO SELLER OR BUYER AT 24 HOURS.
It is agreed that either the owner or the broker to refuse to display or to sell to any person because of their race, color, religion, national origin, sex or physical handicap.
ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this contract or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
You agree to list this property with the NORTHWEST MULTIPLE LISTING SERVICE of the Northwest Real Estate Board on a cooperative basis with no additional commission.

PERSONAL PROPERTY INCLUDED IN SALE PRICE: None

You are hereby authorized to place your For Sale sign on the property, if permitted by local ordinance.

ACCEPTED: [Signature] 82301113
SELLER: [Signature]
SEAL: [Seal]
SEAL: [Seal]



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NORTHWEST REAL ESTATE BOARD

REAL ESTATE SALE CONTRACT - INVESTMENT - APARTMENT

Date 7-19-85

I/We offer to purchase the property known as: 1830 N. Long, Chicago, IL 60639
(Address) (City) (State) (Zip)

lot approximately 30 x 125 feet, together with improvements thereon, including the following, if any, now on premises belonging to Seller, for which a Bill of Sale is to be given: screens; storm windows and doors; shades; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; unit air conditioners; refrigerators; ranges; and also NONE

1. Purchase price \$ 60,000.00 or 67,500.00
2. Initial earnest money \$ 500.00 in the form of NOTE deposited with Easy Lite Real Estate System to be increased to 10% of purchase price within two days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted on or before 7-23-85. Earnest money shall be held in escrow by C-21 Stannmeyer for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (delete inapplicable subparagraphs):
(a) All in cash, cashier's check or certified check, or any combination thereof.

(b) Assumption of Existing Mortgage. Purchaser hereby assumes payment of the indebtedness secured by the mortgage (or trust deed) of record, ~~provided there is no default as of date of closing. The said indebtedness approximates \$~~ and bears interest at the rate of 11 1/2% per annum and is payable in monthly installments of \$ 600, excluding payments into escrow for taxes and insurance, if any. The expenses charged by the legal holder in connection with the assumption shall be paid by Purchaser. Seller agrees to remain liable on said indebtedness if the legal holder so demands and Purchaser hereby indemnifies Seller and holds Seller harmless from any liability resulting therefrom. Purchaser shall pay to Seller a sum equal to the difference between the indebtedness at time of closing and the balance of the purchase price. If the mortgage provides for acceleration of payment in event of sale, sub-paragraph (c) shall apply following, if filled out, shall apply.

(c) Mortgage Contingency. This contract is contingent upon Purchaser securing within 60 days of acceptance hereof a mortgage commitment for \$ 60,000.00 or 67,500.00 with interest at not more than 11 1/2% per annum to be amortized over 20 years, payable monthly, and loan cost not to exceed 1 1/2% plus appraisal and credit report fee, if any. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller and/or Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Broker all requested credit information and sign customary papers relating to the application and securing of such commitment. If Purchaser notified Seller as above provided, neither Purchaser, Seller, nor Broker secured such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission. If required, Seller shall pledge \$ 3 1/2% in accordance with the lending institution's pledge terms.

(d) Purchase Money Note and Mortgage or Articles of Agreement for Deed. Purchaser will pay \$ 60,000.00 or 67,500.00 and the balance by (STRIKE ONE) (Purchase Money Note and Mortgage) (Articles of Agreement for Deed) in the amount of \$ 60,000.00 or 67,500.00 with interest at the rate of 11 1/2% per annum to be amortized over 20 years, payable monthly, the final payment due 7-19-85, with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instruments, the appropriate Chicago Title and Trust Company Note and Trust Deed forms shall be used, or the George E. Cole Agreement for Warranty Deed, Installment (long form) shall be used.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights (or other appropriate deed, if title is in trust or in an estate), or Articles of Agreement for such a deed if that portion of sub-paragraph 3 (d) is applicable, subject only to the following, if any: covenants, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1985 and subsequent years; the mortgage or trust deed set forth in sub-paragraph (b) or 3 (d).

5. Seller represents and warrants that:
(a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than Month to Month and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is \$ 950.00; (c) the 1985 general real estate taxes are \$ 1004.00.

6. Closing or escrow payout shall be on or about Sep 29, 1985, provided title has been shown to be good and accepted by Purchaser, at the office of Purchaser's mortgagee or at Land Title Co.

7. Seller is to vacate, surrender and deliver possession of these premises to me on or before 30 days after closing. Seller shall pay me for 30 days in advance the sum of \$ 1500.00 per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to me, or on a monthly basis, whichever is shorter. I shall refund any payment made for use and occupancy beyond the date possession is surrendered. In the event seller does not vacate as aforesaid, he shall pay me \$1,000.00 sale proceeds (which sum shall be held from the net proceeds of the sale Easy Lite Real Estate System in escrowee's form of receipt) and liquidated damages. Possession, escrow shall not at anytime be considered as prepayment of Seller's use and occupancy of said premises, nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants.

In this contract, the singular includes the plural and the masculine includes the feminine and neuter.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

BUYER Walter Cousins BUYER _____
Type Name WALTER COUSINS Type Name _____
Address 1224 N MASSASOIT

Accepted this _____ day of _____ 19____. The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a broker's commission to Easy Lite R.E. System & C-21 Stannmeyer in the amount of 6 % of the sale price shown hereinbefore in this contract. If earnest money is forfeited, it shall be applied - 1st to payment of expenses incurred by Seller by said Broker; and 2nd to payment of said commission, balance to be paid to Seller.

SELLER [Signature] SELLER _____
Type Name _____ Type Name _____
Address _____

PROVISIONS

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1. Real estate taxes (including taxes on improvements) on existing mortgage, if any, water, taxes and other proratable items shall be paid by Seller until the date of closing. Seller shall pay any taxes on existing mortgage, if any, water, taxes and other proratable items until the date of closing. Seller shall pay any taxes on existing mortgage, if any, water, taxes and other proratable items until the date of closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. A least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof; and a currently dated Special Tax Report issued by the Registrar of Title; or (b) by delivering a Commitment for Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this offer, in the amount of the purchase price, subject to no other exceptions than those listed on the reverse side hereof, and the general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Escrower's mortgage in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title disclosed other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed or closed by payment of money, Seller may have same removed at closing using the proceeds of sale in payment thereof.
4. 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.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser; but if the termination exists in the aforesaid premises has been issued and received by Seller or other governmental authority of a dwelling code violation which currently the contract and date of closing, Seller shall promptly notify Purchaser of such notice. If a notice is received between the date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice. If a notice is received between the date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.
6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or other governmental authority of a dwelling code violation which currently the contract and date of closing, Seller shall promptly notify Purchaser of such notice. If a notice is received between the date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.
7. At the request of Seller or Purchaser, evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow and through 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 said 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, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow, anything herein to the contrary notwithstanding. The earnest money shall be deposited in the escrow and 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 Purchaser and Seller.
8. The owner hereby furnishes a survey by a licensed surveyor prior to closing showing the location of the buildings thereon to be within the lot lines and/or any encroachments of buildings from adjoining properties.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgage.
10. Right is reserved by the party to insert correct legal description at any time, without notice, when same is available.
11. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.
12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.
13. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.
14. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall transmit any declaration as required by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to transfer or transfer tax. Such tax required by local ordinance shall be paid by Purchaser.
15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
16. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.
17. Time is of the essence of this contract.
18. Subject to Rider covering Rent Schedules, Leases, Security Deposits (FORM INVEST)

Handwritten notes:
 subject to the terms subject to the terms
 imposed by local ordinance
 with the exception of the
 all Seller's personal property removed
 from the premises with the exception of
 wells and septic tanks to remain
 to be removed and smooth of walls
 to be repaired and replaced
 to be replaced by floor guard

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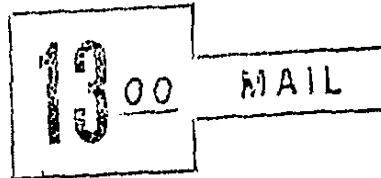
13-83-306-018-0000

RA

3. THE LAND REFERRED TO IN THE COMMITMENT IS DESCRIBED AS FOLLOWS:
Lot 4 in Block 6 in Mill's and Son's North Avenue and Central Avenue Subdivision in the Southwest 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Mail to: Land Title Company
4107 W. North Ave.
Chicago, Il. 60639

Prepared by: Paul Ruiz
4107 W. North Ave
Chicago, Il.
60639



DEPT. OF RECORDING 513.25
T#4444 TRAIL 0428 11/29/85 10.14.00
#9590 #13-83-306-018-0000

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-85-301419

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13-83-200-018-0000

THIS LAND REFERRED TO BY THE CERTIFICATE IS DESCRIBED AS FOLLOWS:
Lot 6 in Block 6 in Hill's and Cook's North Avenue and Central
Avenue Subdivision in the Southeast 1/4 of Section 33, Township
38 North, Range 12 East of the Third Principal Meridian, in Cook
County, Illinois.

Paul Ruis
1107 N. North Ave.
Chicago, IL
60639

Paul Ruis
1107 N. North Ave.
Chicago, IL
60639

MAIL
1107

Property of Cook County Clerk's Office

60639

82-301413