



# UNOFFICIAL COPY

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THIS CONTRACT IS SUBJECT TO THE PROVISIONS SET FORTH IN THE REAL ESTATE BOARD'S UNIFORM VENDOR AND PURCHASER CONTRACT.

1. Real estate taxes (based on most recent ascertainable taxes), interest on existing mortgages, if any, water taxes and other proratable items shall be prorated to date of closing. If property taxes are prorated, but not available for the period, the parties hereto agree to pay the taxes when the bill on proposed property is available. Security deposits, if any, shall be paid to Purchaser at closing.

2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

3. At 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 Titles, 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 the offer, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee 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 discloses 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 at closing by payment of money, Seller may have same removed by paying 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 is caused by Purchaser's fault, then, at the option of Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of broker's commission and any expenses incurred, and the balance paid to Seller.

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 his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.

7. At the request of Seller, a escrow agreement may be entered into between Seller and Purchaser, with such special provisions inserted in the usual form of Escrow Agreement then 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, all moneys hereon 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 and the broker shall be made a party to the escrow with regard to commission due. The part of the escrow shall be divided equally between Seller and Purchaser.

8. The owner agrees to furnish a survey by a licensed surveyor prior to closing showing the location of the buildings (herein to be within the lot lines and showing no encroachments or buildings from adjoining properties).

9. Seller agrees to furnish to Purchaser an affidavit of the subject only to those items set forth herein, and an A.T.A. form if required by Purchaser's mortgagee.

10. Right is reserved by either 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 use any proceeds of such mortgage to the purchase price.

13. Purchaser and Seller hereby agree to make all disclosures as to 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 of 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 furnish any declaration signed by Seller or Seller's agent or other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by any 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.



GRAND REAL ESTATE BOARD - RESIDENTIAL CONTRACT

PROVISIONS

88103198

REC

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That part of the West half of Lot 5 in Hunter's Subdivision of the Northwest Quarter of Section 31, Township 33 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of the West half of said Lot 5; thence South along the East line of said West half of Lot 5, 196.19 feet; thence West along a line which forms an angle of 89 degrees, 59 minutes, 5 seconds to the left with the last described course for a distance of 426.9 feet; thence Northwesterly along a curve convex to the Southwest and having a radius of 244.73 feet for a distance of 283.72 feet, (said last described course being the center line of Present switch track) to its intersection with the West line of said Lot 5; thence North 36.75 feet to the Northwest corner of Lot 5; thence East along the North line of Lot 5, 644.42 feet to the place of beginning, in Cook County, Illinois.

(More commonly known as: 8100 S. Home, Chicago, Illinois.)

### PROPERTY INDEX NUMBERS

20 - 31 - 120 - 0007 - 0000

A

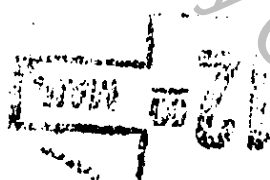
SA

BLK

PCL

UNIT

WS



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COOK COUNTY RECORDER

#5753 # A \* 86-420198

#3333 TRAN 3922 09/17/86 11:45:0

DEPT-01 RECORDING

1200

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Mail To

Charles P. Lerage  
5007 N. Arnes Ave  
Chicago Ill. 60625

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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