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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 3 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by any licensed Illinois Title 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 grantee subject only to (a) the general exceptions contained in the policy unless the contract price is \$100,000 (X) or less and the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (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, 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 declines unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 30 days after delivery of the commitment or the time specified in paragraph 3 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions 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 if then it 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 actions 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. If the amount of the current general taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted on the basis of last ascertainable tax bill.

All provisions 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 as allocated by local ordinance and in the absence of such allocation, by Purchaser.

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 at the option of the Seller and 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. 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. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

8. It is further agreed between purchasers and sellers that purchasers shall have the right to enter into and inspect the premises prior to closing.

9. Seller shall provide purchaser with an up-to-date survey at seller's expense subsequent to execution of this contract by all parties, indicating no encroachments or violations of building ordinances.

10. Seller shall have 7 to accept, counter or reject this contract. The purchaser shall have a like period of time to accept or reject any initiated changes to this contract.

11. 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. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

12. Section 1445 of the Internal Revenue Code provides that a Purchaser of a U.S. real property interest must withhold tax if the Seller is a foreign person. To inform the Purchaser that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller. The undersigned hereby certifies the following on behalf of Seller:

a. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

b. Seller's U.S. employer identification number is 36-2139831 and;

c. Seller's address is 100 North State Street, Chicago, Illinois 60602.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the Purchaser and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Seller.

13. Buyers acknowledge they have inspected the real estate and the improvements thereon, they are acquainted with the condition thereof and they accept the same in "as is condition". This contract contains the entire agreement between the parties, and no oral representation, warranty or covenant exist, other than those herein set forth.

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CERTIFICATION

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned Barry C. Bergstrom on oath first duly sworn hereby certifies that the attached is a true, correct and complete copy of a certain Real Estate Sale Contract between David M. Barick and Joyce M. Barick, as Purchasers, and Pathway Financial, as Seller, and that said Contract has been executed by the parties with regard to the property located at 131 East 157th Street, Calumet City, Illinois and legally described as:

Lots 16 and 17 in Block 1 in Hammond Country Club Addition, a subdivision of part of the East one-half (1/2) of Fractional Section 17, Township 36 North, Range 15, East of the Third Principal Meridian, as per plat thereof recorded on February 28, 1925 as Document No. 8793245 in Cook County, Illinois.

Dated: October 22, 1986

Barry C. Bergstrom
 Barry C. Bergstrom
 ATTORNEY FOR DAVID M. BARIK
 AND JOYCE M. BARIK

Subscribed and sworn to before me
 this 22nd day of October, 1986.

Ernie D. Howe

 NOTARY PUBLIC

Cook County Clerk's Office

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PREPARED BY
 BARRY BERGSTROM
 LAWYER, ETC

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LEGAL DESCRIPTION

Lots 16 and 17 in Block 1 in Hammond Country Club Addition, a subdivision of part of the East one-half (1/2) of Fractional Section 17, Township 36 North, Range 15, East of the Third Principal Meridian, as per plat thereof recorded on February 28, 1925 as Document No. 8793245 in Cook County, Illinois.

131 E. 157th ST.

PAL. CITY, IL

30-17-212-008

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F. 7.

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DEPT-91 RECORDING \$13.25
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COOK COUNTY RECORDER

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MAIL

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Barry Bernstein

3330 - 181st Pl. Sec 104

Lansing, IL

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