



**SHELDON F. GOOD & COMPANY**  
11 North Wacker Drive • Chicago, Illinois 60606  
Telephone (312) 421-1300

REAL ESTATE SALES CONTRACT

Date 6/22/85

86031166

I/We offer to purchase the property known as: 6000-12 West Irving Park Road, Chicago, Illinois

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Lot approximately .25 per survey acres, 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; hall room tools; theatre Central air conditioners 17 refrigerators; 17 ranges.

1. Purchase price: \$ 315,000.00

2. Initial earnest money: \$ 5,000.00 by certified check deposited with Sheldon F. Good & Company as broker, to be increased to 10% of purchase price within two days after acceptance hereof by the owners of said property. Said earnest money shall be returned and this offer shall be void if not accepted on or before 5 days of above date.

3. The balance of the purchase price, including earnest money, will be paid in cash or as is hereinafter provided, on delivery of stamped Warranty or Trustee's Deed conveying clear title, with release of dower and homestead rights subject to: general real estate taxes for the year 1984; and the following if any: special taxes or assessments for any improvements not yet completed; covenants, conditions and restrictions of record; zoning and building laws and ordinances; party wall rights or agreements; roads and highways; easements of record; existing leases if any, to be assigned to purchaser at closing, none of which expire later than April 30th 1990\*. Said leases have no renewal, cancellation, or purchase options.

\*with an option to continue lease for a 5 (five) year period after 1990 at a rental price to be negotiated between parties thereto.  
Seller warrants that there are only 3 (three) leases presently pertaining to property and that all other tenancies are presently on a month to month basis. Seller agrees not to enter any further agreements, leases, options or month to month rentals pertaining to property.

principal, interest, tax and insurance deposits) of approximately \$ \_\_\_\_\_, provided said mortgage is not in default on date of closing. The parties hereto agree to sign a written assumption agreement with and in a form satisfactory to the legal holder of the mortgage, any expense to be paid by Purchaser. In the event Purchaser does not secure permission of said legal holder of the mortgage to assume said mortgage on or before 30 days from the date hereof, Purchaser agrees to take title subject to the mortgage and shall, by written instrument, in form satisfactory to Seller, agree to save and hold harmless Seller from all further

expenses connected therewith, including attorney's fees and costs of recording and filing same.

with interest on the unpaid balance at \_\_\_\_\_% per annum, with monthly payments including principal and interest of \$ \_\_\_\_\_ with the final payment due \_\_\_\_\_ 19\_\_\_\_\_, with unlimited prepayment privilege without penalty. The instruments shall be prepared by the attorney for the Seller in a form to be approved by the Purchaser or his attorney. In the event the parties cannot agree on the form of said instruments, Seller's attorney shall prepare a note and trust deed on the appropriate Chicago Title & Trust Co. printed legal form or Articles of Agreement for Warranty Deed, Installment Note and Mortgage.

#### MORTGAGE CONTINGENCY

(c) This offer is contingent upon Purchaser securing within 30 days of acceptance hereof by owner of said property a mortgage loan commitment for \$ 236,250.00 with interest at not more than 14 % per annum to be amortized over 20 years and loan costs not to exceed 5%, 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 or broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms. 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 notifies Seller as above provided, and neither Purchaser, Seller, nor broker secure such commitment as above provided, this agreement shall be null and void and all earnest money shall be returned to the Purchaser and Seller shall not be liable for any sales commission.

5. Closing or escrow payout shall be on or before August 15th 1985, provided title has been shown to be good or is accepted by Purchaser, at the office of buyer's mortgagee or at office of seller's attorney.

6. Seller agrees to vacate and surrender possession of the house vacant as of July 1st 1985 for the period from July 1st 1985 to August 15th 1985 commencing the first day after the date of closing up to and including the date possession is surrendered as above. At closing Seller will deposit with escrowee as in Paragraph #2 above, the sum of \$ \_\_\_\_\_ to guarantee possession, which sum shall be withheld from the net proceeds of the sale on escrowee form of receipt, and if Seller does not vacate and surrender possession as above Seller shall pay to Purchaser the sum of \$ \_\_\_\_\_ per day up to and including day possession is delivered to Purchaser.

7. Seller will pay a broker's commission to Sheldon F. Good & Company, as sole broker

in an amount of .5% per exclusive sales agreement.

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

PURCHASER Anthony Longo Address 2100 W. Mayview

PURCHASER CITY Mt. Prospect STATE Illinois

This 1st day of July 1985, I/we accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this agreement.

SELLER Irving-Austin Building-Corp. Address 5301 W. Patterson

SELLER Elaine Simms, President CITY Chicago STATE Illinois

PLEASE MAIL TO:

# UNOFFICIAL COPY

STE PHEN FORD

Suite 1955

221 N. LA SALLE STR.

CHICAGO, ILLINOIS 60601

18. **SELLER/WARRENTS THAT ALL ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING SYSTEMS**

SELLER shall provide Seller to Buyer at time of closing, having no encroachments surveyor, showing lot lines of property and all improvements thereon, having no easements

in Exhibit "A" to this contract, and incorporate Surveyor's plan of survey prepared by Illinois Surveyors

16. **SELLER WARRENTS THAT THE CURRENT RENTAL INCOME AND 1984 EXPENSES OF THE PROPERTY IS, AS STATED**

WARRANTIES PROVIDED HEREIN. Seller to Buyer at time of closing, having no easements

15. **PURCHASE HAS INSPECTED THE PROPERTY AND ACKNOWLEDGES THAT HE IS PURCHASING ON AN "AS-IS" WHERE-IS"**

14. **PURCHASE AGREES THAT SHELDON F. GOOD & COMPANY IS THE SOLE BROKER WITH WHOM HE HAS DEAL**

IN THIS TRANSACTION.

13. **EARL ESTATE SETTLEMENT PROCEDURES ACT OF 1974, IF APPLICABLE, AND FURNISH ALL INFORMATION RE-**

QUIRED FOR GOOD FAITH COMPILATION THEREWITH.

12. **CLOSING DATE SHALL MEAN DATE OF DELIVERY OF DEED.**

11. **PURCHASE MAY PLACE A MORTGAGE ON THE PROPERTY AND APPLY PROCEEDS OF SUCH MORTGAGE, IF TO THE PURCHASE PRICE**

10. **SELLER SHALL HAVE THE RIGHT TO PAY OFF ANY EXISTING MORTGAGE(S) OUT OF THE PROCEEDS OF THIS TRANSACTION**

9. **RIGGERS RESERVED BY SELLER CONTRACT LEGAL DESCRIPTION AT ANY TIME, WITHOUT NOTICE, WHEN SAME IS AVAILABLE.**

8. **SELLER AGREES TO SURRENDER TO PURCHASE AN ALIAS AT OF THIS SUBJECT ONLY TO THIS TERM SET FORTH HEREIN.**

7. **AT THE REQUEST OF SELLER OR PURCHASE, THIS SALE SHALL BE PARTLY AT ANY TIME PROVIDED TO THE PURCHASE, WITH**

6. **SELLER AGREES THAT NO HOTEL-ROOM-ONLY VILLAGE - OTHER ENVIRONMENTAL-RELATED VIOLATION WHICH**

5. **THE PURCHASER DEFECTS, OR REQUESTS THAT NO HOTEL-ROOM-ONLY VILLAGE - OTHER ENVIRONMENTAL-RELATED VIOLATION WHICH**

4. **NOTICES MAY BE SERVED ON SELLER TO APPEAL UPON HIM TO CLOSE THIS SALE AT THE PLATE, AND TIME PROVIDED IN DEED OF SELLER, OR IN**

3. **SELLER AGREES THAT NO HOTEL-ROOM-ONLY VILLAGE - OTHER ENVIRONMENTAL-RELATED VIOLATION WHICH**

2. **IF PURCHASE TO DELIVER, PURCHASE SHALL BE DEEMED TO BE ADVISED OF ANY DEFECTS IN PROPERTY, WHETHER**

1. **THE PURCHASER DEFECTS, OR REQUESTS THAT NO HOTEL-ROOM-ONLY VILLAGE - OTHER ENVIRONMENTAL-RELATED VIOLATION WHICH**

HOMOVISIONS

## REAL ESTATE SALES CONTRACT

Telephone: (312) 346-1500 Chicago, Illinois 60606

11 North Wacker Drive • CHICAGO, ILLINOIS 60606

**SG**

SHELDON F. GOOD & COMPANY

FREE PAGE 13

# UNOFFICIAL COPY

Exhibit A

## APARTMENT RENTALS FOR IRVING-AUSTIN BLDG.

A-1----- \$275.00  
A-2----- \$325.00  
A-3----- Vacant  
B-1----- \$300.00  
B-2----- \$325.00  
B-3----- \$300.00  
C-1----- \$275.00  
C-2----- \$300.00  
C-3----- Vacant  
D-1----- \$325.00  
D-2----- \$350.00  
D-3----- Vacant

E-1----- \$275.00  
E-2----- \$275.00  
E-3----- Vacant  
F-2----- \$350.00  
F-3----- Vacant

Total rents from apt. as of April 1, 1985: \$3,625.00 Month

### STORES

Bresslers-----\$500.00  
Travel Agent-----\$350.00  
Coral Sea-----\$350.00  
Variety-----\$350.00  
War of Worlds-----\$350.00  
Theatre-----\$2000.00  
Amber Realty-----\$150.00

Total rents from Stores and Theatre: \$4,050.00 Month

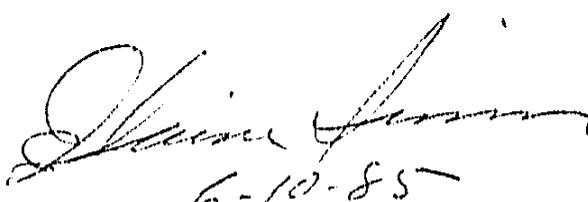
Apartment at 6012 A will rent for \$500.00 per month

Empty hall on second floor will be converted into apartment

All rentals will be raised -15% after renovation is completed.

Total income for building as of April 1, 1985 is: \$7,675.00 Month

Yearly Income: \$92,100.00

  
Jim Johnson  
6-10-85

86031166

# UNOFFICIAL COPY

0012833  
0012834  
0012835  
0012836  
0012837

Property of Cook County Clerk's Office

RECORDED IN COOK COUNTY CLERK'S OFFICE  
AT THE REQUEST OF THE ATTORNEY FOR THE DEFENDANT

IN THE CASE OF STATE OF ILLINOIS v. ROBERT L. HARRIS

ON BEHALF OF THE DEFENDANT, ROBERT L. HARRIS

ATTORNEY FOR THE DEFENDANT, ROBERT L. HARRIS

# UNOFFICIAL COPY

5 5 0 3 1 1 6 6

## TOTAL EXPENSES ON IRVING-AUSTIN BLDG. CORP. FOR YEAR 1984

TAXES-----	35,681.52
GAS HEAT-----	13,667.15
WATER-----	1,229.88
Garbage Disposal-----	1,200.00
INSURANCE-----	3,500.00
ELECTRIC-----	714.26

TOTAL \$55,991.81

TOTAL YEARLY INCOME: \$92,100.00

*Glenn Austin, Corp.*  
6-10-84

RECEIVED 6-10-84  
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
60031166

86031166

55031166-98

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

00000000