

UNOFFICIAL COPY

WEST TOWNS BOARD OF REALTORS
STANDARD RESIDENTIAL SALES CONTRACT

88063204



EQUAL HOUSING OPPORTUNITY

136 - *Handwritten*
REALTOR

1. BUYER: MELITA C. DUMAPIAS, A DIVORCEE
 Address: 1054 NORTH PAULINA, CHICAGO County: COOK State: IL agrees to purchase, and
 SELLER: OWNER OF RECORD
 Address: 3408 SOUTH 59th COURT, CICERO County: COOK State: IL agrees to sell to Buyer
 at the PRICE of EIGHTY-FIVE THOUSAND AND 00/100 Dollars (\$ 85,000.00)
 PROPERTY commonly known as: 3408 SOUTH 59th COURT, CICERO, ILLINOIS
 and legally described as follows: TO BE INSERTED AT A LATER DATE.

THIS IS SUBJECT TO FHA FINANCING, BUYER TO PAY UP TO 3% DISCOUNT POINTS.
 FURTHER SUBJECT TO BUYER'S AND SELLER'S ATTORNEYS' APPROVAL.

(hereinafter referred to as "the premises") 30' X 125 APPROXIMATE PIN: 16-32-213-017
 with approximate lot dimensions of 30' X 125 APPROXIMATE PIN: 16-32-213-018
 together with all improvements and fixtures, if any, including, but not limited to: All central heating, plumbing and electrical systems and equipment; the hot water heater; ~~central cooling~~, humidifying and filtering equipment; fixed carpeting; ~~built-in kitchen appliances~~, equipment and cabinets; ~~water softener~~ (except rental units); existing storm and screen windows and doors; attached shutters, shelving, fireplace screen and ornaments; roof or attic T.V. antenna; all planted vegetation; garage door openers and car units, and the following items of personal property:

ALL ATTACHED CARPETING, WINDOW TREATMENTS IN ALL ROOMS, AIR CONDITIONER IN SLEEVE- STOVE AND REFRIGERATOR, WASHER AND DRYER.

All of the foregoing items shall be left on the premises, and included in the sale price, and shall be transferred to the Buyer by a Bill of Sale at the time of closing.

2. THE EARNEST MONEY: Buyer has paid \$ 5,000.00 EARNEST MONEY NOTE REDEEMABLE ON ACCEPTANCE OF OFFER.
 (Date, check and/or note and quad (1) and will pay within days the additional sum of \$ as earnest money to be applied on the purchase price. The earnest money shall be held by the Listing Broker for the mutual benefit of the parties concerned and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by broker for the Seller in said matter, and second to payment of the broker's sales commission, rendering the overplus, if any, to the Seller.

3. THE CLOSING DATE ON OR ABOUT DECEMBER 23, 19 85 (or on the date, if any, to which said date is extended by reason of paragraph 13) at TITLE COMPANY or at Buyer's lending institution, if any.

4. POSSESSION: Possession shall be granted to Buyer at 2:01 A.M. on TO BE ARRANGED 19 provided this transaction has closed. Seller shall pay \$ 28.50 per day from the date of closing until the date of surrender of possession to purchaser as rent for use and occupancy.

5. THE DEED: Seller shall convey or cause to be conveyed to buyer (in joint tenancy) or his nominee, by a recordable, stamped general warranty deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions" if any: (a) General real estate taxes for 1984-85 and subsequent years; (b) Special Assessments confirmed prior to this contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and Ordinances; (e) Easements for public utilities; (f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit; (g) If the property is other than a detached, single-family home; party walls, party wall rights and agreements; covenants, conditions and restrictions of record; terms, provisions, covenants, and conditions of the declaration of condominium, if any, and all amendments thereto; any easements established by or implied from the said declaration of condominium or amendments thereto, if any; limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; installments of assessments due after the date of closing and assessments established pursuant to the declaration of condominium.

6. FINANCING CONDITION: This Contract is subject to the condition that within 40 days from the date hereof, the Buyer shall secure, or there shall be made available to the Buyer a written commitment for a loan to be secured by a mortgage or trust deed on the property in the amount of \$ 88,000.00 or such lesser sum as Buyer accepts, with interest not to exceed 12%+PMI INS % per annum, said loan to be repaid in monthly installments over a period of 30 years. If after the Buyer has submitted a true loan application and otherwise made every reasonable effort to procure a loan commitment from any source made available to him and has been unable to do so, and he serves written notice thereof upon the Seller or his agent within the time specified herein for securing such commitment, then this contract shall become null and void and all monies paid by the Buyer hereunder shall be refunded: IN THE EVENT THE BUYER DOES NOT SERVE NOTICE OF FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES. Buyer shall be allowed a reasonable time prior to closing to have a Mortgage or Trust Deed placed of record, and to arrange for access to the proceeds thereof, and any delays caused by Buyer's lending institution in ordering a Commitment for Title Insurance required under paragraph 13 hereof shall not constitute a default by the Seller. Seller shall allow reasonable inspection of the premises by the Buyer (and his financing agent) and furnish any pertinent information requested by them.

7. SURVEY: Prior to closing date Seller shall deliver to Buyer or his agent a current spotted survey of the premises, certified by a licensed surveyor, and showing all improvements existing as of the contract date, and all easements and building lines. (In the event the premises is a condominium, only a copy of the pages showing said premises on the recorded survey attached to the Declaration of Condominium shall be required.)

8. SELLER'S REPRESENTATIONS: Seller represents: (a) that he has received no notice of any Ordinance or Building Code violation or pending special assessment from any governmental body in connection with the premises; and (b) that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Buyer. Upon the Buyer's request, the Seller shall demonstrate to the Buyer or his representative all said equipment and upon receipt of written notice of deficiency shall promptly and at his expense correct the deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO THE CLOSING IT SHALL BE CONCLUDED THAT THE CONDITION OF THE ABOVE EQUIPMENT IS SATISFACTORY TO THE BUYER AND THE SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO. IF ANY INSPECTIONS REVEAL ANY DEFECTS STATED ABOVE IT SHALL BE THE RESPONSIBILITY OF SELLER TO CURE SAID DEFECTS BEFORE CLOSING.

9. COMMISSION: Seller agrees that PAV REALTORS Listing Broker, brought about this sale and agrees to pay them a Broker's commission as agreed.

10. COOPERATING BROKER: PAV REALTORS

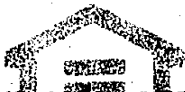
11. OTHER RIDERS: TERMS AND CONDITIONS: This contract is subject to the Terms and Conditions set forth on the reverse side hereof which are expressly understood to be a part of the contract, and also RIDERS 0 which are hereby incorporated by reference and expressly made a part of this contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE WEST TOWNS BOARD OF REALTORS. HOWEVER, THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT. IF THE TERMS ARE NOT UNDERSTOOD PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT. A duplicate original of the contract, duly executed by the seller and his spouse, shall be delivered to the purchasers within 3 days from the date below, otherwise, at the purchaser's option, this contract shall become null and void and the earnest money refunded to purchaser.

Buyer: Melita C. Dumapias Date: OCTOBER 21, 1985 Seller: Charlatter Pawlowski Date: 10/28/85

Buyer _____ Date _____ Seller _____ Date _____

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12. **LEGAL DESCRIPTION:** If a complete legal description is to be inserted by either party hereto,

13. **WARRANTY:**

(a) At least one (1) business day prior to the closing date, Seller shall furnish or cause to be furnished to Buyer at Seller's expense an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search and/or, if required by Lender, a commitment issued by the title insurance company licensed to do business in Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy; (2) the permitted exceptions set forth in paragraph 5; (3) 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 (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing); and (4) acts done or suffered by, or judgments against Buyer, or those claiming by, through or under Buyer, (b) if the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be extended, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived, or, in the alternative, to obtain a commitment for the insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by Buyer hereunder shall be refunded; (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to matters insured by the policy, subject only to special exceptions therein stated.

14. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5, and unpermitted exceptions, if any, to which the title insurer commits to extend insurance in the amount specified in paragraph 13. In the event that no contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said Trust.

15. **ESCROW CLOSING:** At the direction of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through an Escrow Agent, a company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this contract. Upon creation of such an Escrow, anything in this contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow, and if no broker is involved in the transaction, the earnest money shall be deposited in the Escrow. The cost of the Escrow shall be divided equally between the Seller and the Buyer, except that the Buyer shall pay the money lender's escrow charges.

16. **PRORATIONS:** (a) General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed valuation times that latest known tax rate. (b) Premiums on any insurance policies assumed by Buyer, rents, if the subject real estate is not owner-occupied, accrued interest on any assumed mortgages, water and sewer charges, fuels, and private service contracts, if any, shall be prorated as of the closing date.

17. **CLEAN CONDITION:** Seller agrees to leave the premises in a clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the premises at Seller's expense before the date of closing.

18. **PERFORMANCE:** A breach of the terms of this contract should Buyer fail to perform this contract, then at the option of the Seller and upon written notice to the Buyer, the earnest money shall be forfeited by the Buyer and liquidated damages and the contract shall thereupon become null and void and the Seller shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title to said premises and any and all improvements made upon said premises by the Buyer shall vest in the Seller.

19. **NOTICES:** All notices required to be given under this contract shall be construed to mean notice in writing signed by or on behalf of the party giving the same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties at the address set forth herein.

20. The covenants, warranties and other provisions of this contract shall survive the closing of this transaction. However, nothing contained in paragraph 8 shall be construed as a warranty that the premises thereinaforesaid will remain in good repair beyond the date of closing or the date on which possession is delivered to the Buyer, whichever shall first occur.

21. In the event the premises is a townhouse or condominium, Seller shall furnish Buyer a statement from the Board of Managers, Treasurer or Managing Agent of the condominium association certifying payment of assessments for condominium common expenses; and if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration of condominium together with any other documents required by the declaration of condominium or by laws thereto as a precondition to the transfer of ownership. Seller shall also provide any documents required by statute or ordinance if needed to close the transaction.

22. In the event, prior to closing, the subject premises shall be destroyed or damaged by fire or other casualty, to an extent that the cost of repair thereof exceeds 10% of the purchase price set forth herein, or, in the event, any portion of the subject premises shall be taken by governmental action through condemnation, then, at the option of either party hereto, this contract shall be declared null and void and the Buyer shall be entitled to a return of all monies paid hereunder.

23. The Seller shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. Any applicable transfer tax imposed by a municipality shall be paid by the party designated in the ordinance imposing the tax. In the event that no party is designated, then such tax shall be paid by the Buyer.

24. The printed matter of this contract has been prepared under the supervision of the West Town Board of Realtors. The parties are cautioned that this is a legally binding contract. If the terms are not understood, please seek legal counsel before signing.

[Handwritten signature]
Date: 10/28/01

BUYER: _____
SELLER: _____
DATE: 10/28/01

MAIL TO: PAV REALTORS, 6608 W. CERMAK RD., BLOOMINGDALE, ILL. 60402
ATTN: INGA
6882-544 (STC)

83063204
EXHIBIT "A"

ANGELITA C. REYES 6-82
1060 W. HOLLYWOOD, NO. 514
CHICAGO, ILL. 60660

342

PAY TO THE ORDER OF

PAV Renters

five thousand dollars



bank of ravenswood

Chicago, Illinois 60640

T.M.

Returned	Paid
Phone To: <i>Butler</i>	3,070
Date: <i>11/11/85</i>	RS
Presented	Wire ()
Verification	
Date Received:	<i>Angelita C. Reyes</i>

MEMO
⑆071004514⑆ ⑆050551005⑆ 0342 ⑆0000500000⑆

65063211A

8 5 0 6 5 2 0 4

EXHIBIT B



ACCOUNT NUMBER
354-469-9

DEBIT

We CHARGE your Account and Return Herewith Unpaid:

\$

CHECK OF A. Reyes DRAWN ON 2-451/710
DATED 10-30-85 CHECK NO. 342 REASON NO. 1
APPROVED BY E.B. DATE 11-12-85

- 1 Not sufficient funds
- 2 Account closed
- 3 Stale date
- 4 Cannot locate account
- 5 Endorsement
- 6 Guarantee amount
- 7 Payment stopped
- 8 Post dated
- 9 Refer to maker
- 10 Signature irregular
- 11 Signature missing
- 12 Signature not on file
- 13 Payee missing
- 14 Uncollected funds
- 15 _____

A Service Charge of \$ 5.00 has been debited against your account for processing this returned check.

Far Realty
6608 W Cermak Rd
Berwyn, IL 60402

TOTAL DEBIT \$ 5000.00

PLEASE ADJUST YOUR RECORDS

85063204

11830

11830

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE



11830

COOK COUNTY CLERK'S OFFICE

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COOK COUNTY CLERK'S OFFICE

3 6 0 3 3 2 0 4

EXHIBIT C⁴

Property of Cook County Clerk's Office

MICHAEL J. DI CANIO
ATTORNEY AT LAW

4661 N. ELSTON AVE.
CHICAGO, ILL. 60630
283-6841

1785 BLOOMINGDALE RD.
GLENDALE HTS., ILL. 60139
883-4883

86063204

Seller's attorney



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6608 W. Cermak Rd.
Berwyn, Illinois 60402
All Phones: (312) 795-7100

8 3 0 6 3 2 0 4

- Specialists in:
- Residential and Investment Properties
 - Commercial and Industrial Properties
 - Appraisals

10/30/85

EXHIBIT "D"

Received of Melita Dumapias the sum of \$5,000.00 as earnest money deposit on property located at 3408 South 59th Court, Cicero, IL.

Linda Monczynski
 Linda Monczynski
 Pav Realtors

860632104

ANGELITA C. REYES 6-82 342
 1080 W. HOLLYWOOD, NO. 514
 CHICAGO, ILL. 60660

Oct 30 19 85 2-61/710

PAY TO THE ORDER OF PAV Realtors \$ 5,000.00
five thousand dollars DOLLARS

bank of ravenwood
 Chicago, Illinois 60640 T.M.

MEMO Angelita C. Reyes

⑆076004514⑆ ⑆050556005⑆ 0342

"Dedicated to serving you!"



REALTOR® is a registered mark which identifies a professional in real estate who subscribes to a strict Code of Ethics as a member of the NATIONAL ASSOCIATION OF REALTORS.

1054 N PAULINA
CHICAGO IL 60642

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Western
Union Mailgram

4-0114828316 11/12/85 ICB IPMRNCZ CBP CGCB
3124866280 MGMB TORN CHICAGO IL 25 11-12 1135A EST

EXHIBIT "E"

INGA HAGGARD CARE PAV REALTOR
6608 W CERMAK RD
BERWYN IL 60402

PLEASE CANCEL DEAL ON 3408 SOUTH 59 COURT CICERO, THANK YOU
MELITA DUMAYTAS
11137 EST
MGMCORP

Property of Cook County Clerk's Office

86063204

FEB 98 831

-86-053204

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Property of Cook County Clerk's Office

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