

WARRANTY DEED

Joint Tenancy

Statutory (ILLINOIS)

(Individual to Individual)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THE GRANTOR JOHN ARADO, husband and wife

KATHLEEN M. ARADO

of the City of Evanston, County of Cook

State of Illinois for and in consideration of

DOLLARS, in hand paid,

CONVEY S. and WARRANT S. to HARRY H.

TOTONIS and CATHY A. TOTONIS, 180 Linden,

Winnetka, Illinois

(NAMES AND ADDRESS OF GRANTEE)

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the

County of Cook

Lot 29 (except the north 20 feet thereof) and Lot 20 in Block

In Arthur T. McInosh's Centralwood addition to Evanston being

subdivision of part of fractional section 11, Township 41 North

Range 13 east of the third principal meridian, in Cook County,

Illinois.

Subject to: General taxes for 1985/86 and subsequent years;

restrictions of record; zoning and building laws

and ordinances; public and utility easements.

THIS TRANSACTION IS EXEMPT FROM TAXATION UNDER THE EVANSTON

REAL ESTATE TRANSFER TAX ORDINANCE BY PARAGRAPH 3-29-16 OF SECTION

2 of said Ordinance.

Permanently Property Index No. 10 - 11 - 304 - 032 - 0000 H.V.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of

Illinois, TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

DATED this 22nd day of May 1986

JOHN ARADO (SEAL)

KATHLEEN M. ARADO (SEAL)

(SEAL)

State of Illinois, County of Cook

ss. I, the undersigned, a Notary Public in and for

said County, in the State aforesaid, DO HEREBY CERTIFY that

JOHN ARADO and KATHLEEN M. ARADO, husband

and wife

personally known to me to be the same person as whose name is subscribed

to the foregoing instrument, appeared before me this day in person, and acknowl-

ed that they signed, sealed and delivered the said instrument as their

free and voluntary act, for the uses and purposes therein set forth, including the

release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of May 1986

Commission expires _____ 1977

Notary Public

1 IBM Plaza, Chicago, IL

This instrument was prepared by JOHN ARADO, ESQ., 1 IBM Plaza, Chicago, IL

ADDRESS OF PROPERTY

2406 Lawndale

Evanston, Illinois 60201

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSCRIPTION TAX BILLS TO

HARRY H. TOTONIS

7706 Lawndale, Evanston, IL

MAIL TO: Barbara D. Salmeron

(Name)

420 Green Bay Road

(Address)

Kenilworth, IL 60141

RECORDERS OFFICE BOX NO.

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COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
DEPT. OF REVENUE
MAY 1986
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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
DEPT. OF REVENUE
MAY 1986
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Property of Cook County Clerk's Office

Warranty Deed
JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

REAL ESTATE CONTRACT

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Owner of Record

DATE: 3/8/86

OFFER OF PURCHASER

The terms of this offer are as follows:

We (Purchaser) offer to purchase the real estate known as:

2406 Lawndale Evanston Cook IL 60201

Legally described on exhibit A, if any. Lot size approximately

40 x 145

Together with improvements thereon and including personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; drapery rods; curtain rods; radiator covers; attached TV antennas; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and bookcases; awnings; porch shades; planted vegetation; garage door openers and transmitters; attached fireplace screens; smoke detectors; as well as the following specific items:

Range & oven, kitchen refrig. dishwasher, all window treatments, all tacked down carpet, window seat pads, all fireplace equipment, disposal

owner to repair downspout at southwest corner of house prior to closing. OK

1—Purchase price \$ 195,000.00 Initial earnest money \$ 1,000.00 In the form of personal check dated 3/1/86 payable to Nash Realty. Upon acceptance of this offer, said check shall be properly endorsed by payee and deposited by the party designated in Paragraph 7. The earnest money shall be increased to 10% (20% if unimproved) of purchase price within 10 days after (Seller's) acceptance hereof. Said initial earnest money shall be returned, and this offer shall be void if not accepted on or before 3/8/86

3 year ARM

2—This contract is contingent upon the ability of Purchaser to secure within 30 days of Seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of \$ 150,000.00 or such lesser amount as Purchaser shall accept, with a fixed interest rate not to exceed 9.5% per annum to be amortized over a minimum of 30 years with a loan service charge not to exceed 3%.

If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 2. If SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 additional days after said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans established by any lending institution with a principal office in the Chicago Metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for and securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser.

3—The Purchase Price shall be paid, subject to prorations, all in cash, by cash, check or certified check at closing.

4—(a) Closing or escrow payout shall be on 3/30/86 provided title conforms with this contract or has been accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price.

(b) Title shall be conveyed at the time required by this Contract subject only to: General taxes for 1985/86 and subsequent years; special taxes or assessments; if any, for improvements not yet completed; installments; if any, not due at the date hereof of any special taxes or assessments for improvements heretofore completed; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; private, public and utility easements, covenants and conditions of record as to use and occupancy; party wall rights and agreements; if any, existing; leases and tenancies in real estate with multiple units, the mortgage of trust deed, if any, as described in Paragraph 2 above, and subject to or through the Purchaser.

5—Real Estate taxes (based on most recent ascertainable taxes); assignable income tax policies, if requested by Purchaser; and other available items including flood hazard insurance shall be prorated to date of possession. Fire and extended coverage insurance policies shall be assigned to and accepted by Purchaser at closing. (This does not apply for the owners insurance policies.) Parties hereto agree to reimburse when bill is available. Real estate taxes to be prorated when 2nd installment 1985 tax bill available. OK V HT

6—Possession shall be delivered on closing provided sale has been closed \$ 3,000.00 of the purchase price is to be held in escrow by Cyrus as security for Purchaser for possession, to be paid to Purchaser at the rate of \$ 300.00 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the same to Purchaser or to the Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not create a landlord-tenant relationship for the purpose of notice.

7—Earnest money and this contract shall be held by George J. Cyrus & Co. for the benefit of the parties hereto. If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. At Seller's election, such forfeiture may be in full settlement of all damages. If Seller defaults, earnest money, at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this contract. Seller and Purchaser agree that said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract. 040-54-3729

8—This sale shall be closed at office of Purchaser's mortgage or, if none, at office of listing broker, or as specified below.

(Name) George J. Cyrus & Co. (Address) 2903 Kuyper Rd. The cooperating broker, if any, is Nash Realty

PURCHASER: [Signature] Address: 2903 Kuyper Rd. City: Evanston State: IL Zip: 60122

ACCEPTANCE OF OFFER BY SELLER: This offer is accepted by Seller on 3/8/86. We accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

SELLER: [Signature] Address: 2406 LAWDALE City: EVANSTON State: IL Zip: 60201

SELLER: [Signature]

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52 9—(a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior to the time of closing, a title commitment for an owner's title insurance policy issued by a title insurance company
53 licensed to do business in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (1) the conditions and stipulations
54 and standard or general exceptions contained in the owner's policy issued by that company, (2) the title exceptions set forth above, in paragraph 4(b), and (3) title exceptions which may be removed by the payment of money at
55 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. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgage
56 in recording mortgage and bringing down title shall not be default of this paragraph. Every title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to
57 exceptions as therein stated. As to all or any part of said real estate which, on the date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller shall (1) tender the title commitment
58 herein required, and a currently dated Registrar of Title's special tax search, and (2) exhibit the Owner's duplicate certificate of title or a certified copy thereof, and tender a currently dated Registrar of Title's special tax search and a
59 currently dated Registrar of Title's federal tax lien search. Every certificate of title or title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown subject only to exceptions as
60 therein stated.

61 (b) If the title commitment discloses exceptions relating to title other than those referred to in paragraph 9(a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to have these exceptions removed
62 from the commitment. If Seller fails to have these exceptions removed within such 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
63 as if then is 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 action of the parties,
64 and the earnest money shall be returned to the Purchaser.

10—GENERAL CONDITIONS

65 (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an
66 assignment of Seller's insurance proceeds. **acceptable to lender**

67 (b) Prior to closing, Seller shall furnish a survey by a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all
68 encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper
69 location or encroachment, Purchaser may, at its option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser
70 shall bear the cost of any later date survey which may be required by Purchaser's mortgagee or desired by Purchaser.

71 (c) Existing mortgage and lien indebtedness may be paid out of the sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

72 (d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness for purpose. Seller also shall furnish Purchaser an
73 affidavit of title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

74 (e) Seller shall remove all debts from the real estate and improvements by date of possession. Purchaser shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to
75 closing to verify that the real estate, improvements and included personal property are in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

76 (f) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.

77 (g) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate
78 Settlement Procedures Act of 1974.

79 (h) Seller shall comply with the terms of any municipal ordinance for municipality in which the real estate is located relating to the transaction contemplated herein and shall provide to Purchaser at closing evidence of
80 compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

81 (i) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this agreement shall be in writing and shall be made to the parties hereto at the
82 addresses which appear after their names (or at such address as may be designated) by personal delivery or by certified or registered mail, in the case of mailing, notice shall be deemed to be given
83 as of the date notice is placed in the United States mail, postage prepaid.

84 (j) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that neither the Seller, broker, nor any of their agents have made any representations with respect to any material fact relating to the real
85 estate, its improvements and included personal property unless such representations are in writing and, further, that Purchaser has made such investigations as Purchaser deems necessary or appropriate to satisfy Purchaser
86 that there has been no deception, fraud, false pretenses, false promises, misrepresentations, concealments, suppressions, or omission of any material fact by the Seller, the broker, or any of their agents relating to the real estate,
87 its improvements and included personal property.

88 (k) Purchaser shall furnish flood insurance required by any lender and shall pay any usual and customary processing costs or charges required by any lender.

89 (l) Time is of the essence, provided that Seller and Purchaser may change any time or time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.

90 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall
91 execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.
92

The terms of the Rider(s) consisting of _____ pages attached hereto is made a part hereof.

This contract is provided as a courtesy by the North Shore Board of Realtors®, which assumes no responsibility for its legal sufficiency or accuracy.

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COOK COUNTY CLERK'S OFFICE