

86295499

UNOFFICIAL COPY

FORM #40617

SELLER & JUNE LANE
JANE PHOENIX
Type Name
Address 4332 W. GEORGE ST. CHICAGO, ILL. 60641

Accepted this 8 day of APRIL 1988
The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a Broker's commission to BEAULLIEN REAL ESTATE at the rate of 6% of the amount of the sale price shown herebefore in this contract.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.
In this contract, the singular includes the plural.
This contract is considered an agreement of Seller's use and occupancy of premises hereon. Broker shall have limited liability in this agreement. The Seller's responsibility for use and occupancy between the parties hereon shall be as stated in the agreement. The Seller shall not be liable for any damage to the premises or for any loss of use and occupancy between the parties hereon. Possession of the premises shall be held from the net proceeds of the sale by the Seller. The Seller shall be responsible for the payment of the mortgage and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer.

6. The time of closing shall be on JUNE 6, 1988 or to days after notice that financing has been procured or on that date, if any, to which such time has been extended by reason of the terms and conditions hereon. The time of closing shall be on the date specified in this contract, unless otherwise provided herein. The Seller shall be responsible for the payment of the mortgage and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer.

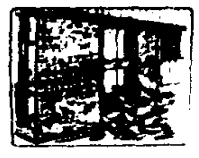
5. At closing, Seller shall execute and deliver to the Buyer, a recordable Warranty Deed with release of homestead and rights for other appropriate deed interests in the property, subject to the following, if any: covenants, conditions and restrictions of record, public and utility easements, rights of way, and other rights and interests, existing in the property, and all other liens and encumbrances not yet completed. The Seller shall be responsible for the payment of the mortgage and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer. The Seller shall pay for the closing costs and the date possession is surrendered to the Buyer.

1. Purchase price \$ 15,000 - 17,500
2. Earnest Money Deposit \$ 5000
BEAULLIEN REAL ESTATE
with BEAULLIEN
Said earnest money shall be returned and this contract shall be void if not accepted by Seller. Earnest money and contract shall be held in escrow for the benefit of the parties hereon in an established escrow account in compliance with the laws of the State of Illinois.

1. We offer to purchase the property known as:
4332 W. GEORGE ST. CHICAGO, ILL. 60641
a. Refrigerators, 1 stove, washer and dryer, all carpeting and drapes, etc. together with all improvements thereon and appliances thereon being, and the following items of personal property for which a Bill of Sale will be given at closing.

REG. # 86295499
NORTHWEST REAL ESTATE BOARD
REAL ESTATE SALE CONTRACT - RESIDENTIAL
FHA/VA/HUD FINANCING
Date April 6, 1988
480

Buyers agree to pay 50% of seller's title expenses.



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DEPT. OF RECORDING
TWS333 TRAN 3882 07/15/86 13:36:00
#386 # A * 06-295499
COOK COUNTY RECORDER

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1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other property taxes shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved 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. Actual 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 life insurance company hearing date on or subsequent to the date of the acceptance of this 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 mortgage recording office and anything done thereafter shall not be a breach of this contract. Every effort shall be made to cure such exceptions other than those 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 at closing by using the proceeds of sale in payment thereof.

3(a) In addition to the evidence of title above in the event that the Purchaser's lender requires a mortgagee's title insurance policy from a title insurance company in addition to a mortgagee's duplicate tax report certificate, the Seller agrees to pay for one-half of the total usual Seller's title charges. In the event that the Purchaser elects to have title insurance in addition to the foregoing certificate, the Purchaser shall pay the additional cost of the title insurance company.

4. All notices herein required shall be in writing and shall be served upon the parties at their addresses following their signatures or upon their attorneys at their business addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice.

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 the 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 lien, judgment, 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 or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Order Agreement then furnished and 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, anything herein 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 cost of the escrow shall be divided equally between Purchaser and Seller.

8. The owner agrees to furnish a survey no more than six months old at the date of closing to be ordered by the Seller or by the Purchaser's lender, at Seller's cost, from a licensed surveyor or showing the location of the buildings thereon to be within the lot lines and showing improvements of buildings from adjoining properties.

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

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 apply proceeds of such mortgage to the purchase price.

13. 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, as amended.

14. Seller shall pay the amount of any stamp tax imposed by State law on 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 by the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the 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 local ordinance shall be paid by Purchaser except as required by local ordinance to the contrary.

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.

18. Seller agrees to provide a clear termite inspection report if required by commitment. Seller also agrees to provide at his expense any inspection reports required by the VA or HUD (FHA). Seller agrees that Purchaser shall have the right to enter into and inspect the premises prior to closing. Purchaser agrees to pay the appraisal fee ordered under a F.H.A. or VA transaction. The parties further agree to postpone the closing of this transaction for a reasonable period of time until Seller has been able to comply with all the provisions of the F.H.A. or VA commitment and/or requirements from any appropriate housing or building department.

GENERAL PROVISIONS

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