

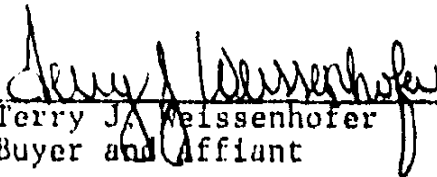
UNOFFICIAL COPY

8 3 7 5 2 7 3

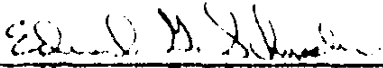
86376278

AFFIDAVIT AS TO COPY OF CONTRACT

TERRY J. WEISSENHOFER on oath states that the attached facsimile is a true and correct copy of the Real Estate Contract dated April 24, 1986 between JAMES J. HYLAND, JR., seller, and TERRY J. WEISSENHOFER and JUDITH E. WEISSENHOFER, buyer.

  
Terry J. Weissenhofer  
Buyer and Affiant

SUBSCRIBED and SWORN to before me this 25<sup>th</sup> day of August, 1986.

  
Notary Public  
Commission expires 12/4/88

86376278

DEPT-01 RECORDING \$15.25  
INDEX TRM 866 08/26/86 12:20:00  
86-376278  
COOK COUNTY RECORDER

This document prepared by:  
Edward G. Schussler  
GIERACH, SCHUSSLER & WALSH, LTD.  
9400 S. Cicero Ave., Suite 302  
Oak Lawn, IL 60453  
312/424-1600  
Atty. No. 80313

18 00 MAIL

86376278

# UNOFFICIAL COPY

MS 507828

Property of Cook County Clerk's Office

MS 507828

# UNOFFICIAL COPY

## REAL ESTATE CONTRACT

FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS  
AND SOUTHWEST BAR ASSOCIATION



- Single Family
- Multi-Family
- Townhouse
- Condominium (check one)

SELLER: 3 OF RECORD  
 ADDRESS: 7919 PONDEROSA CT. ORLAND PARK ILL  
 (City) (State) (Zip)  
 BUYER: TERRY J. JUDITH E. WEISSENKOFER  
 ADDRESS: 8815 W. 85 PLACE JUSTICE, ILL.  
 (City) (State) (Zip)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

### DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION: (Permission to enter at any time hereafter)

STREET ADDRESS 7919 PONDEROSA CT. ORLAND PARK, ILLINOIS  
 (Include "Unit Number" if condominium or townhouse) (City) (State)  
 LOT SIZE: APPROXIMATELY 70 X 143 X — X — feet.  
 IMPROVED WITH THREE BEDROOM RESIDENCE WITH GARAGE

together with all appurtenances attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery of Deed; existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside TV antenna, if any; and specifically including the following items of personal property now on premises

EXISTING WALK TO WALK COMPETING; BUILT-IN RANGE-OVEN; REFRIGERATOR; C/P;

### PRICE AND TERMS:

PURCHASE PRICE ..... \$ 117,900  
 EARNEST MONEY DEPOSIT in form of (cash)(personal check)(cashier's check)(mortgage note due) ..... \$ 500.00  
ADDITIONAL MONEY WHEN NOTICE PROPOSED  
30 348-36 1973 ..... \$ 95,000.00  
 BALANCE DUE AT CLOSING ..... \$ 107,900.00

### FINANCING: VA ASSUMPTION

This contract is subject to the Buyer obtaining within 180 days, a mortgage commitment, in the amount of \$ 88,000.00 or such lesser sum as Buyer accepts amortized by monthly payments over a period of not less than 15 years at an interest rate not to exceed 7.0 per annum, for which Buyer shall make application within 10 days from date hereof, and the proceeds of which are to be used as part payment of the purchase price herein and the expenses of which purchaser agrees to pay. If, after making every reasonable effort, Buyer is unable to procure such commitment within the time specified herein and SO NOTIFIES SELLER THEREOF IN WRITING within that time, this contract shall become null and void and all the earnest money shall be returned to Buyer. IN THE EVENT THE BUYER DOES NOT SERVE NOTICE of failure to procure said commitment upon Seller as herein provided then this contract shall continue in full force and effect without any loan contingencies. Buyer shall be allowed to have a Mortgage or Trust Deed placed of record prior to closing, but any delays caused thereby shall not constitute default by the Seller. Seller must allow reasonable inspection of the premises by Buyer's financing agent.

### CLOSING:

The closing shall be on or before OCT 1, 86 at the office of Buyer's lender, or AS AGREED

### POSSESSION: AS PER LEASE

Seller shall deliver possession to Buyer (within \_\_\_\_\_ days from date of) (at) closing. In the event possession is not delivered at closing, Seller agrees to pay Buyer for the use and occupancy the sum of \$ \_\_\_\_\_ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utility and maintenance expenses during said period. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer the sum of \$ \_\_\_\_\_ per day until possession is delivered to the Buyer.

Seller shall deposit the sum of \$ \_\_\_\_\_ in escrow with \_\_\_\_\_ at Escrowee, at the time of closing and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to the Buyer from this deposit and the balance, if any, returned to the Seller. Possession shall be deemed delivered to the Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money to be limited to delivery of possession. Funds held pursuant to this paragraph shall be used only to satisfy claims made under this section exclusively.

86376278

# UNOFFICIAL COPY

## TITLE EVIDENCE:

Seller shall furnish not less than five days prior to closing:

A Torrens Certificate of Title and Torrens Tax Search or a Title Commitment for an Owners Title Insurance Policy issued by an Illinois Licensed Title Company in the amount of the purchase price to cover date hereof showing title in the intended grantor subject only to (a) the general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of title commitment which is caused by the Buyer, his agent or his lending agency, shall extend the time for delivery thereof by the Seller by such period of delay.

If the Torrens Certificate, Tax Search or the title commitment discloses exceptions not provided for herein, Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded.

## CONVEYANCE, LIENS, ENCUMBRANCES:

Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of homestead rights (or by other appropriate deed if title is in trust or an estate) subject to (a) general taxes for 1986 and subsequent years; (b) building lines and building laws and ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-conforming use; (d) visible public and private roads and highways; (e) easements for public utilities which do not underlie the improvements on the property; (f) other covenants and restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and agreements; (h) existing leases or tenancies, if any.

## PRO-RATIONS:

The following items, if applicable, shall be pro-rated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) fuel; (g) prepaid service contracts. Pro-ration of general taxes shall be on the basis of the last ascertainable bill plus homestead exemption, if any. If said bill is based on partial assessment or on an unimproved basis for improved property, a written agreement for final pro-ration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

## DAMAGE BY CASUALTY BEFORE CLOSING:

If improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

## SURVEY:

Seller, at his expense, shall furnish to Buyer a spotted survey under certification by an Illinois Licensed Land Surveyor certified in the name of the Buyer, showing the location of the building and improvements on subject property to be within the lot lines and not encroaching over any setback line or easement, and showing no encroachments of buildings or other improvements from adjoining properties.

## BROKER:

Seller agrees to pay all broker's fees due N/A in the amount set forth in the broker's listing contract.

Cooperating Broker N/A  
(Broker or Company name only)

ATTORNEYS: Seller's Attorney N/A Buyer's Attorney N/A

## PERFORMANCE:

The earnest money and this contract shall be held by CENTURY 21 BEE LINE for the benefit of the parties hereto, and applied to the purchase price at closing. If the Buyer defaults hereunder, the deposit is to be first applied to the expenses of the Seller; such as title expenses and survey costs, then to the broker's fees, and the remainder to the Seller. If this contract is terminated without Buyer's fault, the earnest money shall be returned to the Buyer.

## GENERAL CONDITIONS AND STIPULATIONS:

- 1) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- 2) Seller warrants that as of the date hereof neither he nor his agent has received any notice issued by any city, village or other government authority of a building code violation concerning the subject property which will not be cured by date of closing.
- 3) All notices herein required shall be in writing and served on the parties at the addresses shown on this contract.
- 4) Seller agrees to arrange to leave the subject property in broom clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.
- 5) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
- 6) Buyer agrees to purchase Flood Insurance, if required by Lender.

This contract and riders numbered 2, attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER: Jerry W. Wessnerhoff  
[Signature]

SELLER: James J. [Signature]  
[Signature]

DATED: 7-27-86

DATE ACCEPTED: 7/27/86

06376278

RIDER 2

CLOSING OF THE EXISTING SALE OF BUYER'S PRESENT HOME  
FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS  
AND SOUTHWEST BAR ASSOCIATION

Buyer represents that there is a signed contract;  
(through JAMES J. HYLAND JR.) for the sale of  
Buyer's present home at 8915 W. 55th. This contract  
is subject to the consummation of said sale on or before AUGUST 19 86.  
In the event the closing of the sale of the Buyer's present home does not occur  
as specified above and if Buyer serves written notice to this effect upon the  
Seller within the time specified, then this contract shall become null and void  
and all money paid by the Buyer shall be refunded to him. IN THE ABSENCE  
OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS  
PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO  
AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

During the sale contingency period, should the Seller receive a bona fide  
purchase contract from another purchaser, subject only to financing, or an  
offer to purchase for cash without contingencies, Buyer shall have 5 days  
from the date of receiving written notice thereof from Seller, to make this  
contract firm without said sale contingency and if the Buyer does not do so,  
this contract shall be null and void and all earnest money shall be returned to  
Buyer.

BUYERS:

[Signature]  
[Signature]

SELLERS:

[Signature]  
[Signature]  
Realtor

DATE: 4-24-86

DATE: 4/24/86

86376278

Office

UNOFFICIAL COPY

Property of County Clerk's Office

Mail To:

EDWARD G. SCHUSSLER  
GIERACH, SCHUSSLER & WALSH, LTD.  
Attorneys at Law  
6400 S. GIERACH AVE. STE. 302  
DAX LAWN NATIONAL BANK BLDG.  
DAX LAWN, IL 60453

2015/05/22