### UNOFFICIAL COPY

87502096

REAL ESTATE SALE CONTRACT - APARTMENTS/INVESTMENTS

If We offer to purchase the property known as 1907 (Article 1907)	Owner o	f Record		Date Jun	<b>20, 1987</b>	
to a process there are not a process of the control	I/We offer to	SELLE! purchase the property k	inown na: 3439 North Ha	isted St., Chicago, 1	IL (PTN 14-21-303-	-00;
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### OCCUPATION UNOFFICIAL COPY

#### **PROVISIONS**

- 1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable items 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 reprorate 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. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by sxhibiting 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 title insurance company bearing date on or subsequent to the date of the acceptant 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 mortgages in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance 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 as therein shown. Seller may have same removed at closing by using the proceeds of sale in payment thereof.

  A All notices havely required shall be a marked and a status of the address of Naming Admits and the literature of the sale in payment thereof.
- 4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.
- 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 Sciler, 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 warran's, that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the microsaid 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, who are 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 Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the esc ow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contract of withstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earner, money shall be deposited in the escrow and the broker shall be made a party to the escrow with regard to commission due. The cor, of the escrow shall be divided equally between Purchaser and Seller.
- 8. Seller shall furnish five days prior to closing, a survey by a licensed land surveyor, showing the present location of all improvements. If Purchaser's mort age desires a more recent survey, same shall be obtained at Purchaser's expense.
- 9. Seller agrees to furnish to Purchase: ar affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgages.
- 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 proper control and apply proceeds of such mortgage to the purchase price.
- 13. Purchaser and Seller hereby agree to make all diacro area 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 the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other required by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.
- 15. Seller shall remove from premises by date of possession all debris. Ind Seller's personal property not conveyed by Bill of Sale.
- 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. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

  19. Dunject to attached rider (atterney's approval, images of the separate ties.) d interest bearing account).
- 20. Seller may essist buyer in accuring Essenting Financing then 101 streets at 10100).
  - 21. A copy of the 1st floor lease is attached. The lease is until 7-31-91 with options to renew until 7-31-1996.

The lessee also has a right to purchase the property per para 33 of the lease. Upon acceptance of this contract, the lessee will be given notification the opportunity to exercise the first right to purchase. Evert Howell

# 87502096

## STORIN SHOWS BOARD OF REALTONNOFFICIAL COPY

1)

2)

3)

4)

THIS RIDER IS MADE A PAR				
COMMONLY KNOWN AS				
ENTERED INTO BY				
AND STATE OF THE S				
	ATTORNEY	'S APPROVAL		
This contract is continger	t upon the approval he	ereol as to form b	y the attorney(s) for _	ayer
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Unless written notice of dis de deemed waived and this co	ntract will remain in fu	ill force and effect	t.	
If written notice of disappr null and void and the earnest	money shall be returne	d to Purchaser.		
The notice of disapproval rot this Rider, the written notice effective as of the date when a notice of disapproval is being benaif of Seller, said no (2) shithe Cooperating Broker, if any under the terms of this Rider.	of disapproval must be uch notice is received to made on behalf of Pur all be deemed given on	a personally delive by Seller or by Lis ronaser. If such no I the date when su	red and shall be deem ting Broker as agent fo otice of disapproval is ich notice is received b	ed given and be or Seller, if such being made on by Purchaser or
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Unless written notice of dis	ntract will remain in tu-	Norce and effect.	•	
If written notice of disappronull and void and the earnest n	noney shall be returned	d to Purchaser.		
For purposes of this Rider deemed given and be effective agent for Seller.	, the written notice of as of the date when si	disapprova/ must uch notice is rece	be personally delivere wed by Seller or by Lis	d and snall be sting Broker as
	9811 689 868	RESENTATIONS	0.	
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Purchaser's Social Security	Number: 🗶	· · · · · · · · · · · · · · · · · · ·	···	
URCHASER Everett	rowll	SELLER STN	migi 6:li	
Midway Financial Se	rvices Inc.		,	

Property of County Clark's Office

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### LEGAL DESCRIPTION RIDER TO CONTRACT DATED JUNE 20, 1987

The South 24 feet of the 72 feet South of and adjoining the North 144 feet of the West 120 feet of Block 14 in Hundlay's Subdivision of Lots 3 to 21 and 33 to 37 inclusive. in Pine Grove34, said Pine Grove being a Subdivision in Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known 3 3439 North Halsted, Chicago, Illinois

P.I.N. 14-21-303-007-000 EAO

"OFFICIAL SEAL"
ROGER V. McCAFFREY
Notary Public, State of Illinois
My Commission Expires Aug. 6, 1690

Mules 14,873

MAK

DEPT-01 R'.COMDINO \$14.25 T#1111 TRAM 1959 09/14/87 18:38:00 #1088 # A \*-57-502074

COOK COUNTY NEGLIDER

87502096

## **UNOFFICIAL COPY**

Roger V. Mc Ceffrey #15-30
133 N. Deorborn #15-30
Chi, Ill. 60602

DOOD OF COO, Diff Clark's Office