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NORTH SIDE REAL ESTATE BOARD

87502096

REAL ESTATE SALE CONTRACT - APARTMENTS/INVESTMENTS



TO: Owner of Record Date June 20, 1967

SELLER 3439 North Halsted St., Chicago, IL (PTN 14-21-303-007)

I/We offer to purchase the property known as: per survey (Address) (City) (State) (Zip)
lot approximately _____ feet, together with improvements thereon, including the following, if any, now on
premise belonging to Seller, for which a Bill of Sale is to be given: screens; storm windows and doors; shades; radiator covers; heat-
ing; central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; unit air conditioners;
refrigerators; ranges; and also all bar fixtures

1. Purchase price \$ 271,000.00
2. Initial earnest money \$ 5,000.00 in the form of promissory note
deposited with Home Realty, Ltd. to be increased to 10% of purchase
price within 5 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not
accepted on or before June 24, 1967. Earnest money shall be held in escrow by Lee Harris
Realty

for the benefit of the parties hereto in an established escrow account in
compliance with the laws of the State of Illinois. The 10% earnest money will be paid in cash/check and not
in the balance of the purchase price shall be paid at the closing. This or other provisions, in full compliance with the applicable laws of
Illinois.

(b) Any and all existing mortgages, purchase money mortgages, or any combination thereof,
shall be paid or redeemed by Seller at the time of closing. The said indebtedness shall be paid by Seller at the time of closing.

(c) Mortgage Contingency. Seller shall execute and deliver to Purchaser, within _____ days of acceptance hereof
a commitment for a fixed rate mortgage, or an adjustable mortgage permitted to be made by U.S. or Illinois savings and loan associ-
ations or banks, for a term of 30 years, at an interest rate (or initial interest rate if an adjustable mortgage) not to exceed
6 1/2% per annum, amortized over 30 years, payable monthly, loan fee not to exceed 1%, plus ap-
praisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Pur-
chaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment,
Purchaser shall notify Seller in writing within _____ number of days. If Seller is not so notified, it shall be conclusively presumed that
Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller or
Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said
commitment may be given by Seller as well as a third party. Purchaser shall furnish all requested credit information and sign cus-
tomary papers relating to the application and securing of such commitment. If Purchaser notifies Seller as above provided, and
neither Purchaser, Seller nor Broker secures such commitment as above provided, this contract shall be null and void and all earnest
money shall be returned to Purchaser and Seller shall be liable for any sales commission.

If in compliance with a mortgage commitment, Seller agrees to pay the loan discount and other costs customarily charge-
able to Seller under such a mortgage commitment.

(d) Purchase Money Note and Trust Deed or Installment Agreement. Purchaser shall pay
and the balance of purchase price shall be paid by Purchaser in cash, check, or money order, in full, at the time of closing. The amount of
_____ with interest at the rate of _____ per annum to be amortized over _____ years, payable
monthly, the first payment due _____ with a maturity date of _____.
Purchaser shall maintain a fire and theft insurance policy on the premises, the cost of which shall be borne by Purchaser. Seller shall
execute and deliver to Purchaser a Trust Deed or Installment Agreement, and Seller shall execute and deliver to Seller a Bill of Sale
within _____ days of acceptance hereof. If Seller fails to execute and deliver to Seller a Bill of Sale within _____ days of
acceptance hereof, Seller shall be deemed to have agreed to execute and deliver to Seller a Bill of Sale within _____ days of
acceptance hereof. If Seller fails to execute and deliver to Seller a Bill of Sale within _____ days of acceptance hereof, this contract shall be null and void
and all earnest money shall be returned to Purchaser and Seller shall be liable for any sales commission.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable War-
ranty Deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate), or Articles of Agreement
for such a deed if that portion of sub-paragraph 3 (d) is applicable, subject only to the following, if any: covenants, conditions and
restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing leases
and tenancies; special taxes or assessments for improvements not yet completed; use of the property; and special taxes or assessments; general
taxes for the year 19_____ and subsequent years; the mortgage or trust deed set forth in sub-paragraph 3 (b) or 3 (d).
5. Seller represents and warrants that:
(a) existing leases, if any, are to be assigned to Purchaser at closing, none of which expire later than _____
and said existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is
3,100.00
6. A copy of the 1st floor plan is attached. The lease is until 12-31-91 with options
7. Seller also has a right of first refusal.

8. Seller will pay a broker's commission to Lee Harris Realty (50%) and Home Realty, Ltd. (50%)
in the amount of _____ of sales price.

9. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING IN _____
PURCHASER Edward Howell or Nominee ADDRESS Chicago, Illinois 60657

ACCEPTANCE OF CONTRACT BY SELLER
This 24 day of June, 1967
convey title or cause title to be conveyed according to the terms of this contract.

SELLER Lee Harris Realty ADDRESS 1211 W. 22nd St., Suite 1006
Oak Brook IL 60521

SELLER _____ ADDRESS _____
Oak Brook IL 60521

Form with fields for PURCHASER, ACCEPTANCE OF CONTRACT BY SELLER, and SELLER information, including names, addresses, and dates.

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SEE LEASE ATTAC

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PROVISIONS

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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 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 re-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. 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 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 title insurance company bearing 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 mortgagee 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 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.
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 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 notice from any city, village 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 Escrow 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. Seller shall furnish five days prior to closing, a survey by a licensed land surveyor, showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent survey, same shall be obtained at Purchaser's expense.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.
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 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 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.
15. Seller shall remove from premises by date of possession all debts 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. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.
19. ~~Subject to attached rider (attorney's approval, inspection, sellers representations, and interest bearing account).~~
20. ~~Seller may assist Buyer in securing secondary financing for this property (not more than 10% of purchase price). E.H.~~
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 and the opportunity to exercise the first right to purchase. E.H.

Evert Howell

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THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 12-20-19 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS ... ILLINOIS, ENTERED INTO BY ... ("SELLER") AND ... ("PURCHASER")

ATTORNEY'S APPROVAL

This contract is contingent upon the approval hereof as to form by the attorney(s) for ... within 2 days after Seller's acceptance of this contract.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

The notice of disapproval may be given by either party hereto or by their respective attorney. For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller, if such notice of disapproval is being made on behalf of Purchaser. If such notice of disapproval is being made on behalf of Seller, said notice shall be deemed given on the date when such notice is received by Purchaser or the Cooperating Broker, if any, as representative of Purchaser for the limited purpose of the receipt of notices under the terms of this Rider.

INSPECTION

This contract is contingent upon approval by Purchaser of the condition of the real estate as evidenced by an inspection conducted, at Purchaser's expense and by a contractor selected by Purchaser, within 7 days after Seller's acceptance of this contract. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by the acts or negligence of Purchaser or the person performing such inspection.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller.

SELLERS REPRESENTATIONS

Notwithstanding anything to the contrary contained in this contract, Seller represents that all heating, central cooling, ventilating, lighting and plumbing fixtures and systems on the real estate and all appliances to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing. Purchaser shall have the right to inspect the fixtures, systems and appliances during the 48-hour period immediately prior to closing to verify that such are in working order and in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

INTEREST BEARING ACCOUNT

Seller and Purchaser agree that the 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.

Purchaser's Social Security Number: X

PURCHASER

Everett Howell

SELLER

Paul J. Jennings G.P.

Midway Financial Services Inc. 2838 N. Southport Ave. Chicago, Il. 60659

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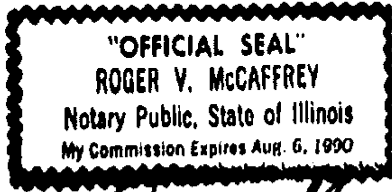
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LEGAL DESCRIPTION RIDER TO CONTRACT DATED JUNE 20, 1987

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 Hundley'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 as 3439 North Halsted, Chicago, Illinois

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



Roger V. McCaffrey
Essex 14, 87



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DEPT-01 RECORDING \$14.25
TH1111 TRAN 1987 09/14/87 12:38:00
#1028 # A * 14-21-303-007-000
COOK COUNTY RECORDER

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