

# UNOFFICIAL COPY

I, EDWARD V. SHARKEY, ATTORNEY FOR BUYERS, DONALD E. COIT, AND LYNN COIT, HIS WIFE, CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE REAL ESTATE CONTRACT DATED JUNE 4, 1987.

Edward V. Sharkey

EDWARD V. SHARKEY

STATE OF ILLINOIS )  
COUNTY OF COOK )

SUBSCRIBED AND SWORN BEFORE

ME THIS 16TH DAY OF SEPTEMBER, 1987

Mary DeBary

MY COMMISSION EXPIRES

87507212

## LEGAL DESCRIPTION:

PARCEL 1: THE SOUTH 130 FEET OF LOT 60 IN ALSIP GARDENS, A SUBDIVISION OF PART OF LOT 17 IN BRAYTON'S FARMS, NUMBER 2, A SUBDIVISION OF THE WEST 80 ACRES OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: LOT D AND LOT E OR RESUBDIVISION OF LOT B IN ALSIP GARDENS (A SUBDIVISION OF PART OF LOT 17 IN BRAYTON'S FARMS No. 2, A SUBDIVISION OF THE WEST 80 ACRES OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT RECORDED AUGUST 25, 1959 AS DOCUMENT #1769727 IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS 24-26-109-014 60 CFO m

24-26-109-024 D } CMO  
24-26-109-025 E }

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CLERK'S



**TITLE EVIDENCE:**

Seller, at his expense, shall furnish no less than five days prior to closing.

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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 and additionally, if applicable, a Torrens Certificate of Title and Torrens Tax Search. 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 the 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 current spotted survey (not less than 6 months old) 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 COLDWELL BANKER REAL ESTATE in the amount set forth in the broker's listing contract.

Cooperating Broker NONE  
(Broker or Company name only)

**ATTORNEYS:** Seller's Attorney TO BE INSERTED Buyer's Attorney TO BE INSERTED

**PERFORMANCE:**

The earnest money and this contract shall be held by COLDWELL BANKER REAL ESTATE 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:**

- (a) 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.
- (b) 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.
- (c) All notices herein required shall be in writing and served on the parties at the addresses shown on this contract.
- (d) 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.
- (e) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
- (f) Buyer agrees to purchase Flood Insurance, if required by Lender.

This contract and riders numbered 3, 5, 11, 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: Donald E. Guit  
Agnes Guit

SELLER: Robert Thomas  
Barbara Thomas

DATED: 6-4-87

DATE ACCEPTED: 6/4/87

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## RIDER 3

### FHA VALUATION CLAUSE

FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS

It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase for the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) for mortgage insurance purpose of not less than \$ 50,000 which statement the Seller hereby agrees to deliver to the Buyer promptly after such appraised value statement is made available to the Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Buyer should satisfy himself that the price and condition of the property are acceptable.

The parties agree to pay an FHA discount not to exceed 3.5 % of the mortgage amount herein, which discount shall be paid as follows: 1.5 % by the Buyer and 2 % by the Seller.

BUYERS:

Donald E. Coit  
Debra Coit

DATE:

6-4-87

SELLERS:

Robert Thomas  
Barbara Thomas

DATE:

6/4/87

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## RIDER 5

### SELLERS REPRESENTATIONS

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

The Seller represents to the Buyer that all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical systems; kitchen equipment remaining with the premises and any miscellaneous mechanical, personal property to be transferred to the Buyer shall be in operating condition at the time of closing. In the absence of written notice of any deficiency from the Buyer prior to the closing, it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall have no further responsibility with reference thereto.

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Buyers:

Donald E. Carl  
Ryan Carl

Sellers:

Robert Thomas  
Barbara Thomas

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## RIDER 11 ATTORNEY'S REVIEW

FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS

DEPT-01 916.25  
T#0003 TRAN 2462 09/16/87 14:45:00  
45780 \$ C \*--87-507212  
COOK COUNTY RECORDER

It is further agreed by and between the parties hereto that their respective attorneys shall have until JUNE 10, 19 87 to review the terms of this contract, except the purchase price, closing date, and possession date. In the event a party's attorney disapproves of any of the terms hereof, he shall, by said date, serve written notice upon the other party or his agent of his disapproval. 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 CONTINUE IN FULL FORCE AND EFFECT.

87507212

DATE: 6-4-87

Ronald E. Coit  
Purchaser:

Dejuna Coit  
Purchaser:

DATE: 6-4-87

Robert Thomas  
Seller:

Sabrina Thomas  
Seller:

16 Mail

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MAIL TO:

ED SHARKEY  
P.O. BOX 27  
14105 LINCOLN AVE  
DOLTON, IL. 60419

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