

UNOFFICIAL COPY

1305

INDEPENDENTLY OWNED & OPERATED
EVERY CENTURY 21 OFFICE IS

Buyer: *Stanley [Signature]*
Seller: *James D. [Signature]*
DATED: 19

87063055

13. OTHER TERMS AND CONDITIONS: This contract is subject to the Terms and Conditions set forth on the reverse side hereof, which are expressly understood to be a part of this contract.

12. COOPERATING BROKER: 0-21 PEEKOS LISTING BROKER, brought about this sale and agrees to pay them a Broker's Commission as agreed.

11. COMMISSION: Seller agrees that 0-21 PEEKOS...
10. SELLER'S REPRESENTATIONS: Seller represents that the property is not located within a designated flood plain and that he has received no notice of any ordinance or building code violation or pending special assessment from any governmental body in connection with the subject premises.

9. BUYER RESPONSIBILITY: THE BUYER ACKNOWLEDGES THAT IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE IF THE APPLICABLE ZONING LAWS, BUILDING LINES, USE AND OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD WILL PERMIT THE USE CONTAINED BY THE BUYER.

8. SURVEY: The Seller shall promptly at his expense furnish the Buyer a plat of survey dated after date of contract, prepared by a surveyor licensed by the State of Illinois showing the subject premises with the lot lines being indicated thereon, and further, having all corners staked and marked. If encroachments of any kind are disclosed by said survey, and if Seller has not corrected such encroachments within 20 days after the date said survey is tendered to the Buyer, this contract shall, at Buyer's option, become null and void and the earnest money deposit shall be refunded to Buyer upon his written request.

7. BUILDING AND SEWAGE PERMITS CONDITION: It is further agreed by and between the parties hereto as follows: This contract is subject to the condition that Buyer obtain within [blank] days after date of this contract, at Buyer's expense, a building permit from DuPage County, Illinois or other applicable governmental agency having jurisdiction over the subject premises. If the Buyer has property, diligently, and promptly applied for said permits and approvals and has been unable to obtain them within the time specified, he may, at his option, within said specified time, serve written notice of such failure and inability to obtain necessary permits upon the Seller or his agent, and in such event this contract shall become null and void and the earnest money deposit shall be refunded to the Buyer. IN THE EVENT THE BUYER DOES NOT SERVE 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.

6. SOIL TEST: It is further agreed by and between the parties hereto as follows: The Buyer shall have the option at his expense of obtaining a soil test within [blank] days of contract date. If said soil test shows abnormal building conditions, Buyer at his option may serve written notice upon the Seller or his agent within the time specified, and then this contract shall become null and void and all monies paid by the Buyer shall be refunded to him. IN THE EVENT THE BUYER DOES NOT SERVE 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.

5. THE DEED: Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, unless prior to the closing the Buyer indicates in writing a different grantee or form of conveyance, by a recordable stamped general warranty deed (except Buyer shall pay for local transfer tax stamps, if required) with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General Real Estate Tax for 1955 providing this transaction has closed; (b) special assessments confirmed after the contract date; (c) Building, building line and use of occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) public roads and highways and easements pertaining thereto.

4. POSSESSION: Possession shall be granted to Buyer at 12:01 a.m. on AT CLOSING providing this transaction has closed.

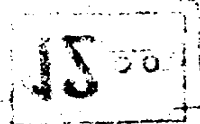
3. THE CLOSING DATE: 19 (or on the date, if any, to which said date is extended by reason of paragraph 14) at CHICAGO TRUST H.L.S.D.E. or at Buyer's lending institution, if any. HOLD'RS ESCROW TO BE CLOSED IN CHICAGO TRUST H.L.S.D.E.

2. EARNEST MONEY: Buyer has paid \$ 2,000.00 (indicate check and/or note and due date) (and will pay within [blank] days the additional sum of \$ 18,766.40) as earnest money to be applied toward the purchase price. The earnest money shall be held by the [blank] broker for the mutual benefit of the parties hereto and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by broker for the Seller in said matter, and second to payment of the broker's sales commission, rendering the overplus, if any, to the Seller.

LOT 32 IN MILLWAUKEE RESUBDIVISION OF PARTS OF BLOCKS 11 AND 12 OF EAST HINSDALE AND WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
1876-406-2070
Address, and SELLER: *James D. [Signature]*
Address, and BUYER: *Stanley [Signature]*

1. BUYER: *Stanley [Signature]*
Address, and BUYER: *1876-406-2070*
Address, and SELLER: *James D. [Signature]*
Property located at *1876-406-2070*
agrees to sell to Buyer at the Price of *\$40,000.00*
and legally described as follows: (Legal description must be inserted or attached prior to signing of contract.)

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Prepared by Paul K. Rhoads
Schiff Hardin White
716 Sears Tower
Chicago 60606

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1987 FEB - 2 AM 11: 47

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE DU PAGE BOARD OF REALTORS AND THE DU PAGE COUNTY BAR ASSOCIATION. HOWEVER, THE PARTIES ARE NOTED THAT THIS IS A LEGALLY BINDING CONTRACT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.

19. NOTICES: All notices required to be given under this contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and the same may be served upon the other party or his agent personally or by de (filed or registered mail, return receipt requested, to the parties at the addresses set forth herein.

18. PERFORMANCE: Time is of the essence of this contract. Should Buyer fail to perform, then at the option of the Seller and upon written notice to the Buyer, the earnest money shall be forfeited by the Buyer as liquidated damages and the contract shall thereupon become null and void and the Seller shall have the right, if necessary and applicable, to re-enter and take possession of the premises at or about and all right in and title to said premises and any and all improvements made upon said premises by the Buyer shall vest in the Seller.

17. PROVISIONS: (a) General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed value. (b) The Seller agrees to take all necessary steps to obtain a tax division certificate charges and assessments shall be prorated as of date of closing. (c) The Seller agrees to take all necessary steps to obtain a tax division certificate charges and assessments shall be prorated as of date of closing. (d) The Seller agrees to take all necessary steps to obtain a tax division certificate charges and assessments shall be prorated as of date of closing. (e) The Seller agrees to take all necessary steps to obtain a tax division certificate charges and assessments shall be prorated as of date of closing.

16. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through Escrow with a title company licensed to do business in the State of Illinois, or an attorney licensed to practice law in the State of Illinois in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this contract. Upon creation of such an escrow, anything in this contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through Escrow, and if no broker is involved in the transaction, the earnest money shall be deposited in the Escrow. The cost of the Escrow including the money lender's Escrow shall be paid by the party requesting said Escrow.

15. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at closing an affidavit of title covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5 and unpermitted exceptions other than survey encroachments, if any, as to which the insurer commits to extend insurance in the manner specified in paragraph 14. In the event the contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by the beneficiary or beneficiaries of said Trust.

14. TITLE: (a) at least one (1) business day prior to the closing date, Seller shall furnish or cause to be furnished to Buyer at Seller's expense; an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue an owner's title insurance policy, on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy; (2) the "permitted exceptions" set forth in paragraph 5; (3) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing); and (4) acts done or suffered by or judgments against Buyer (or those claiming by, through or under Buyer). (b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof, to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions (other than encroachments disclosed by survey) and the closing date shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for the insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all money paid by the Buyer hereunder, shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

TERMS AND CONDITIONS

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REALTOR

DuPAGE BOARD OF REALTORS STANDARD VACANT LAND SALES CONTRACT



1. BUYER, Oak Park Trust + Savings Bank
 Address, Roke St. Oak Park, County Cook, State Ill.
 agrees to purchase, and SELLER, Joyce S. Warschauer
 Address, 3 Cerele Drive, Western Springs, County Cook, State Ill.
 agrees to sell to Buyer at the Price of Forty Thousand Dollars (\$40,000.00)
 Property located at 4345 Hampton Western Springs, Ill.
 and legally described as follows: (Legal Description must be inserted here)

LOT 32 IN WILLIAM'S RESUBDIVISION OF PARTS OF BLOCKS 11 AND 12 OF EAST HINGDALE AND WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINGDALE IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Approximate lot dimensions must be inserted prior to signing of contract)

2. EARNEST MONEY: Buyer has paid \$2,000.00 (indicate check and/or note and due date) (and will pay within _____ days the additional sum of \$ _____) as earnest money to be applied toward the purchase price. The earnest money shall be held by Chicago Title Trust (or the mutual benefit of the parties hereto and upon the closing of the sale, shall be applied first to the payment of any expenses incurred by broker for the Seller in said matter, and second to payment of the broker's sales commission, rendering the overplus, if any, to the Seller.

3. THE CLOSING DATE: TBA 19____ (or on the date, if any, to which said date is extended by reason of paragraph 4) at CHICAGO TITLE TRUST HUSIDE, or at Buyer's lending institution, if any.

4. POSSESSION: Possession shall be granted to Buyer at 12:01 a.m. on AT CLOSE providing this transaction has closed.

5. THE DEED: Seller shall convey or cause to be conveyed to Buyer (in joint tenancy) or his nominee, unless prior to the closing the Buyer indicates in writing a different grantee or form of conveyance, by a recordable stamped general warranty deed (except Buyer shall pay for local transfer tax stamps, if required) with release of homestead rights, good title to the premises subject only to the following "permitted exceptions," if any: (a) General Real Estate Taxes for 1985 providing this transaction has closed, (b) special assessments confirmed after this contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) public roads and highways and easements pertaining thereto.

6. SOIL TEST: It is further agreed by and between the parties hereto as follows: The Buyer shall have the option at his expense of obtaining a soil test within _____ days of contract date. If said soil test shows abnormal building conditions, Buyer at his option may serve written notice upon the Seller or his agent within the time specified, and then this contract shall become null and void and all monies paid by the Buyer shall be refunded to him. ~~IN THE EVENT THE BUYER DOES NOT SERVE 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.~~

7. BUILDING AND SEWAGE PERMITS CONDITION: It is further agreed by and between the parties hereto as follows: This contract is subject to the condition that Buyer obtain within _____ days after date of this contract, at Buyer's expense, a building permit and septic system or sewage tap-on permit from Du Page County, Illinois or other applicable governmental agency having jurisdiction over the subject premises. If the Buyer has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain them within the time specified, he may, at his option, within said specified time, serve written notice of such failure and inability to obtain the necessary permits upon the Seller or his agent, and in such event this contract shall become null and void and the earnest money deposit shall be refunded to the Buyer. ~~IN THE EVENT THE BUYER DOES NOT SERVE 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.~~

8. SURVEY: The Seller shall promptly at his expense furnish the Buyer, a plat of survey dated after date of contract, prepared by a surveyor licensed by the State of Illinois showing the subject premises with the lot lines being indicated thereon, and further, having all corners staked and marked. If encroachments of any kind are disclosed by said survey, and if Seller has not corrected such encroachments within 20 days after the date said survey is tendered to the Buyer, this contract shall, at Buyer's option, become null and void and the earnest money deposit shall be refunded to Buyer upon his written request.

9. BUYER RESPONSIBILITY: THE BUYER ACKNOWLEDGES THAT IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE IF THE APPLICABLE ZONING LAWS, BUILDING LINES, USE AND OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD WILL PERMIT THE USE CONTEMPLATED BY THE BUYER.

10. SELLER'S REPRESENTATIONS: Seller represents that the property is not located within a designated flood plain and that he has received no notice of any ordinance or building code violation or pending special assessment from any governmental body in connection with the subject premises. THIS IS A LOT OF RECORD. APPROVAL OF WESTERN SPRINGS VILLAGE MANAGER AS A BUILDABLE LOT. GARAGE ON LOT TO BE REMOVED.

11. COMMISSION: Seller agrees that C-21 Petros LISTING BROKER, brought about this sale and agrees to pay them a Broker's Commission as agreed.

12. COOPERATING BROKER: C-21 Petros

13. OTHER TERMS AND CONDITIONS: This contract is subject to the Terms and Conditions set forth on the reverse side hereof, which are expressly understood to be a part of this contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE DU PAGE BOARD OF REALTORS AND THE DU PAGE COUNTY BAR ASSOCIATION. HOWEVER, THE PARTIES ARE CAUTIONED THAT THIS IS LEGALLY BINDING CONTRACT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.

DATED: Sept. 11, 1986

Buyer, Stanley Kropuszek

Seller, Joyce S. Warschauer

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TERMS AND CONDITIONS

14. TITLE: (a) at least one (1) business day prior to the closing date, Seller shall furnish or cause to be furnished to Buyer at Seller's expense, an Owner's Duplicate Certificate of Title issued by the Registrar of Titles and a Special Tax and Lien Search or a commitment issued by a title insurance company licensed to do business in Illinois, to issue an owner's title insurance policy, on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (1) the general exceptions contained in the policy, (2) the "permitted exceptions" set forth in paragraph 5, (3) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing), and (4) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer. (b) If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof, to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions (other than encroachments disclosed by survey) and the closing date shall be delayed, if necessary, during said 30 day period to allow Seller time to have said exceptions waived. If the Seller fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyer may terminate the contract between the parties, or may elect, upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the contract between the parties shall become null and void, without further action of the parties, and all monies paid by the Buyer hereunder, shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

15. AFFIDAVIT OF TITLE: Seller shall furnish Buyer at closing an affidavit of title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5, and unpermitted exceptions other than survey encroachments, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 14. In the event the contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller, shall be signed by the beneficiary or beneficiaries of said Trust.

16. ESCROW CLOSING: At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through Escrow with a title company licensed to do business in the State of Illinois, or an attorney licensed to practice law in the State of Illinois in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this contract. Upon creation of such an Escrow, anything in this contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through Escrow and, if no broker is involved in the transaction, the earnest money shall be deposited in the Escrow. The cost of the Escrow including the money lender's Escrow shall be paid by the party requesting said Escrow.

17. PRORATIONS: (a) General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed valuation times the latest known tax rate as adjusted by the State and any local governmental multiplier. (b) Homeowners Association dues, maintenance charges and assessments shall be prorated as of date of closing. (c) The Seller agrees to take all necessary steps to obtain a tax division for the subject premises, if necessary.

18. PERFORMANCE: Time is of the essence of this contract. Should Buyer fail to perform this contract, then at the option of the Seller and upon written notice to the Buyer, the earnest money shall be forfeited by the Buyer as liquidated damages and the contract shall thereupon become null and void and the Seller shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title to said premises and any and all improvements made upon said premises by the Buyer shall vest in the Seller.

19. NOTICES: All notices required to be given under this contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and the same may be served upon the other party or his agent personally or by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein.

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