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MENOMONEE LANE

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## CONDOMINIUM PURCHASE AGREEMENT

**SELLER:** PRAIRIE DEVELOPMENT, LTD, sole beneficiary of American National Bank and Trust Company of Chicago Trust No. 61811 created by Trust Agreement dated August 31, 1984, by Menomonee Lane Development Corp., its duly authorized agent.

**PURCHASER:** Philipa Renee Mumford

**Home Address:** 1300 N. La Salle St. **Office Phone:** 927-0700  
Unit # E **Home Phone:** 337-0943  
Chicago, IL 60610  
**Social Security Number:** 342-48-2124

1. **OWNERSHIP.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller:

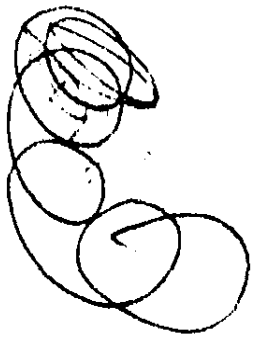
(a) Unit # 2, commonly known as 1913 A N. Menomonee Lane or 1913 A N. Mohawk Street, Chicago, Illinois.

(b) An undivided 770 per cent of the ownership interest in the Common Elements of the property, as hereinafter described, in the condominium development now being developed at 1801 N. Mohawk Street, Chicago, Illinois. The exact percentage of ownership interest is subject to possible adjustment contingent upon final computation of percentage interests of the remaining unit owners in the condominium development.

2. **LEGAL DESCRIPTION.** The legal description of the property on which the aforesaid condominium development is being constructed is attached as Exhibit A hereto and made a part thereof.

3. **DEFINITIONS AND CONDOMINIUM DOCUMENTS.** "Unit and "Common Elements" are specifically defined in the proposed Declaration of Condominium Ownership to be attached hereto and made a part hereof, which Declaration in substantially identical form shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, together with the plat referred to therein, said plat specifically describing each of the units in the development. This sale and purchase shall be subject to the Condominium Property Act of the State of Illinois, the Declaration, the Plat and the By-Laws governing the administration of this Condominium development. It is understood that the above real estate, together with all buildings, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any wise pertaining thereto shall be owned by Purchaser and all other purchasers in the development

THIS AGREEMENT WAS PREPARED BY  
STEVEN SPANOR  
ARVEY, MOORE, COSTELLO & B  
180 N. LA SALLE ST.  
CHICAGO, IL 60601



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under that certain type or method of cooperative ownership commonly known as "condominium". Purchaser agrees to personally assume the obligations incumbent upon a unit owner under the recorded Declaration and Plat providing for the maintenance and upkeep of the condominium development, and Purchaser agrees to execute upon demand any document at any time considered necessary for such assumption.

Seller has delivered and Purchaser acknowledges that Purchaser has received and had an opportunity to examine (a) the Declaration; (b) the By-Laws and Articles of Incorporation of the Menomonee Lane Condominium Association; (c) the first year's projected operating budget; (d) floor plan of the Unit; and (e) the Property Report required by the Chicago Condominium Ordinance. Seller covenants that it will make no changes in any of such documents that would materially affect the rights of Purchaser or the value of the Unit without either obtaining Purchaser's written consent or giving Purchaser five (5) days to void this contract upon notice to Seller, but Seller reserves the right to make other changes in such documents.

11. CONSTRUCTION. The above described real estate is being improved with the condominium building and garages substantially in accord with the plans and specifications for the building, as prepared by Newman/Lustig & Associates, architects, of Chicago, Illinois, and the architect's certificate shall be final as to such completion and compliance. Construction shall proceed with reasonable diligence so that the units shall be substantially completed at the soonest reasonable time after the date hereof, unless construction shall be delayed or prevented by war, acts of God, governmental regulations, strikes, labor or material shortages, unseasonable weather conditions, or other causes beyond the control of Seller. In order to control the overall design and appearance of this condominium development, the Seller reserves the right to select the exterior colors and finishing materials for Purchaser's unit, and to determine the placement of trees, bushes, plants, and other landscaping.

Purchaser acknowledges that Seller has retained Menomonee Lane Development Corp. as its General Contractor for the construction of said condominium building and Purchaser authorizes such General Contractor to make such minor variations from said Plans and Specifications as the General Contractor in its discretion may deem advisable. If a specified item of material or equipment shall be or become unavailable, and if the General Contractor deems that such unavailability will cause undue delay in the completion of the unit the General Contractor shall have the right to substitute materials or equipment of like or equal quality.

Any changes, extras or modifications in the Plans and Specifications requested by Purchaser shall be submitted in writing to the Seller for its approval. If Seller shall approve any requested change, extra or modifications and the same shall involve any additional cost or expense Seller shall so notify Purchaser in writing of such fact and within five (5) days after such notification Purchaser shall pay to Seller the amount of such additional cost or expense, failing which Seller shall be under no obligation to provide or complete such change, extra or modification. Seller shall be under no obligation to accept or commence work on any changes, extras or modifications until

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such time as Purchaser has received a firm mortgage commitment, if applicable pursuant to Paragraph 5(d) hereof.

If it shall be necessary during the construction of such unit for the Purchaser to make a determination relative to the color, grade or type of any item of material or equipment Seller shall so advise Purchaser in writing of such fact and, within five (5) days after such notification, Purchaser shall make the necessary determination, failing which the Seller shall have the right to make such determination for and on behalf of Purchaser.

5. PRICE AND TERMS. The purchase price which Purchaser shall pay to Seller for the purchased unit described in Paragraph 1 (a) above, together with the percentage of the undivided ownership interest in the Common Elements described in Paragraph 1(b) above shall be

Dollars 376,000 payable as follows:

- (a) \$ 1,000 as earnest money at the signing hereof;
- (b) \$ 36,600 as additional earnest money on or before ten (10) days from the Seller's acceptance hereof; and

All earnest money paid by Purchaser shall be held by Seller in accordance with the provisions of the Condominium Property Act of the State of Illinois.

- (c) The entire remaining balance of the purchase price and customary closing costs shall be paid by Purchaser to Seller at closing herein.
- (d) PURCHASER'S MORTGAGE COMMITMENT. This contract is contingent upon the ability of Purchaser to secure within 60 days of acceptance hereof by Seller a mortgage commitment for \$ 300,800 with interest at 12.5% with monthly payments based on an amortization schedule of not less than 25 years with a commission or service charge not to exceed 3%. The commitment may be for a renegotiable rate mortgage, adjustable rate mortgage or other mortgage permitted under regulations of the Federal Home Loan Bank Board or a mortgage which contains all provisions necessary to qualify for sale to the Federal National Mortgage Association. Purchaser shall pay the lender's customary service charge and all of the lender's customary credit, appraisal, mortgage, insurance and closing costs. If after every reasonable effort, including application with the mortgage lender(s) suggested by Seller, Purchaser is not able to obtain mortgage financing as set forth above within said 60 day period, Purchaser shall so notify Seller in writing within said 60 day period. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase the Unit without mortgage financing. If Seller is so notified, Seller, may, at Seller's option, within sixty (60) days of such notice,

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secure a mortgage commitment for Purchaser upon the same terms set forth above. In such event, Purchaser agrees to furnish to Seller or the proposed lender(s) all requested credit information and to sign the customary papers relating to the application and securing of mortgage commitments, and further to do everything necessary to obtain and consummate the mortgage loan. If Seller is unable or unwilling to secure such commitment as above provided, this Contract shall be null and void and the earnest money shall be returned to Purchaser. The provisions of this paragraph shall be applicable only if Purchaser is purchasing the Unit for Purchaser's own primary residence and delivers satisfactory evidence to the lender and to Seller that Purchaser is purchasing the Unit as his primary residence.

- (e) Upon the execution hereof, Purchaser agrees to complete such forms and to provide to Seller and any prospective lender such financial and credit information as may be requested.

6. OTHER PAYMENTS. Purchaser at closing shall also pay, in addition to the above purchase price to Menomonie Lane Condominium Association the following:

- (a) an amount equal to the projected first monthly assessment for Purchaser's percentage of the common expenses, determined in accordance with the Declaration (prorated for any partial month); and
- (b) an amount equal to two times such projected first monthly assessment to be held by the condominium association as a reserve for repair or replacement.

7. COVENANTS. Seller agrees and covenants that all construction work will be done in good and workmanlike manner substantially in accordance with the plans and specifications hereinabove referred to. At closing Seller shall provide Purchaser with a warranty from the General Contractor wherein the General Contractor agrees to remedy defects in the unit as to workmanship and/or materials for a period of one (1) year from the date of closing. Such warranty, however, shall expressly exclude the following:

- a. Normal settling
- b. Nail popping
- c. Surface paint
- d. Hardwood floor finishes
- e. Ordinary wear and tear
- f. Negligence or wilful acts of the Purchaser or any other occupants of the unit
- g. Any items of material, equipment or personal property for which a warranty or guaranty has been obtained from the manufacturer or installer thereof.

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Seller shall also assign and deliver to Purchaser all warranties and guarantees Seller or General Contractor may receive in connection with the construction of the unit or any of the personal property included therein. Subject to the exclusions set forth above Seller and General Contractor shall also remedy any defects in the Common Elements as to workmanship and/or materials for a period of one (1) year after occupancy of the first unit occupied in the condominium.

8. CLOSING. This sale and purchase shall be closed at the time designated by Seller in a written notice to Purchaser that the purchased unit is ready for occupancy. The closing shall take place in escrow at the office of Intercounty Title Company of Illinois, 120 West Madison Street, Chicago, Illinois 60602 through their customary form of deed and money escrow and lenders escrow, if any. Each party respectively shall bear the charges for such escrows customarily charged to sellers and buyers by Intercounty Title Company of Illinois. The Declaration and plat shall be recorded and the unit ready for occupancy prior to closing. Seller shall notify Purchaser approximately thirty (30) days before the purchased unit is ready for closing. Purchaser shall complete the closing papers and mortgage papers in preparation for the closing as and when requested to do so by Seller or the mortgage lender. As used herein, "closing" shall refer to the date upon which such deed and money escrow is opened, or is designated to be opened in the notice to Purchaser.

9. CONVEYANCE OF TITLE. At closing, upon payment in full of the purchase price and other payments as provided for hereunder, Seller shall deliver through the deed and money escrow a good and sufficient Trustee's Deed with State and County Transfer Tax Stamps affixed conveying to Purchaser good title to the purchased unit, together with Purchaser's percentage of the undivided ownership interest in the Common Elements, as described in Paragraphs 1 (a) and 1 (b) above, subject only to: (1) taxes not yet due and payable; (2) special taxes or assessments for improvements not yet completed or instalments thereof not due at date thereof for improvements theretofore completed; (3) easements, covenants and restrictions and building lines of record; (4) the Act, Declaration and Plat described in Paragraph 3 above; (5) applicable zoning laws or ordinances, including the Urban Renewal Plan for the Area; (6) acts done or suffered by Purchaser; and (7) the items specified in Exhibit "B" hereto attached. Seller shall also deliver to Purchaser at closing a bill of sale for the personal property described in Exhibit "C" hereto attached, an insurance certificate, surveys of the Property and the Unit, any amendments to the Declaration not previously given to Purchaser.

10. PRORATIONS. Maintenance charges, insurance premiums on first year's hazard insurance and owner, landlord and tenant's liability insurance procured by Seller and other items customarily prorated are to be adjusted as of the date of closing. Seller agrees to pay or cause to be paid before they become due all real estate taxes for the year prior to the year of closing and Purchaser shall not receive a credit for any instalments of real estate taxes. Seller shall receive a credit for real estate taxes for the year in which this sale is closed prorated from the

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closing to December 31 of such year on the basis of Seller's good faith estimate thereof (the property has been exempt from real estate taxes for several years) and Seller agrees to pay all real estate taxes for the year of closing prior to the same becoming delinquent and to deliver proof of such payment to Purchaser. As soon as the real estate taxes for the year of closing are ascertainable the parties agree to re-prorate the same and any monies due as a result of such re-proration shall be remitted to the party entitled thereto with 10 days after receipt of such tax bill. In the event it is determined that the Cook County Assessor has applied a vacancy or occupancy factor in making the assessment of the improvements on the property for any year, then in making any re-prorations, the tax on the land assessment and on the improvement assessment shall be calculated separately and the improvements shall be prorated as if improved only for such percentage of the year as the Assessor deems the improvements to be occupied.

11. TITLE POLICY. Purchaser shall be entitled to receive and Seller shall furnish to Purchaser an ALTA Form B owner's title insurance policy issued by Stewart Title Guaranty Company in the amount of the purchase price showing good title in Purchaser, in accordance with the deed, subject only to the matters set forth in Paragraph 9 above, and the usual matters contained in such owner's title insurance policies issued by Stewart Title Guaranty Company and any matters created or caused by Purchaser. Seller shall bear title charges customarily charged to seller by Stewart Title Guaranty Company, including title insurance in the amount of the purchase price, and Purchaser shall bear any title charges customarily charged to Purchasers by said Title Company, including mortgage title insurance, recording of Purchaser's deed, mortgage and continuation of title search to cover such recording and City of Chicago Transfer Tax Stamps.

At or prior to closing, Seller shall furnish to Purchaser a copy of the preliminary blanket report on title of Stewart Title Guaranty Company, covering reasonably current date, showing good title in Seller, subject only to the aforesaid matters and matters relating to any construction mortgage made by Seller.

It is understood that exceptions to title pertaining to said construction mortgage and any other exceptions may be removed by the use of funds paid for the purchase price herein, through the medium of escrow closing as aforesaid.

If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does

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not so elect, this contract shall become null and void without further action of the parties and all earnest money plus interest earned thereon shall be returned to Purchaser forthwith.

Said owner's title insurance policy shall be delivered to Purchaser as soon after the closing as the same is issued by Stewart Title Guaranty Company.

12. OCCUPANCY. Purchaser shall be entitled to occupancy and possession of the purchased unit from and after the closing and payment in full by Purchaser to Seller or deposit into escrow of the purchase price and other payments as provided in Paragraphs 5 and 6 above. During building operations and prior to final payment, Seller shall have sole control and exclusive possession of the premises. For the purpose of completing the sales promotion of this condominium development, Seller and its agents are hereby given full right and authority to maintain on the said premises, until the sale of the last unit, all existing advertising signs, if any, and lighting in connection therewith, together with the rights of ingress and egress. Seller agrees that possession shall be tendered to Purchaser only when the Purchaser's unit is ready for occupancy and Purchaser agrees to accept possession even though all remaining units and common elements in the buildings shall not then be completed.

13. DEFAULT. If the Purchaser shall fail to make any payment provided for herein within ten (10) days after said payment is due or shall fail or refuse to carry out any other material obligation of the Purchaser under the terms of this agreement, then at the option of the Seller this agreement shall become null and void and the earnest money theretofore paid plus accrued interest, shall be forfeited as liquidated damages and shall be paid to or retained by the Seller or the Seller may elect any other available remedy under the law. In the event Seller shall fail or be unable to deliver title to the premises as herein provided on account of title defects which Purchaser is unwilling to waive, this agreement shall be terminated and all funds paid or deposited by the Purchaser together with accrued interest shall be returned forthwith to the Purchaser, Seller's liability being limited to the return of such funds together with accrued interest. Tender of deed or purchase money shall not be necessary where the other party has defaulted. Defaults hereunder shall include each of the following, without limitation; failure to furnish to Seller or any proposed lender all requested credit information and to sign customary papers relating to the application and securing of a mortgage commitment, if required hereunder; failure to appear at the time and place designated by Seller to close the sale and failure to enter into the escrow agreement or to make deposits required thereunder. Time is of the essence of this contract.

If there be any lien or encumbrance or defects in title due to any act or omission of Purchaser, or arising in the chain of title after conveyance to Purchaser, so that Stewart Title Guaranty Company shall refuse to issue its standard owner's and mortgage policies, showing good title in the Purchaser, and if such defects shall not be cured within ten (10) days, or so that

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the lender fails to issue its final approval for the loan, then the Seller shall have the option of rescinding this entire purchase agreement. Under such conditions and circumstances, Purchaser shall immediately reconvey to Seller any interest of Purchaser in said premises free and clear of any liens or encumbrances resulting from any act or omission of Purchaser, or those claiming by, through or under him.

14. **TIME FOR ACCEPTANCE.** If Purchaser shall execute and deliver this agreement, together with the down payment required hereunder, without Seller's execution thereof, then this agreement shall be considered a firm offer by Purchaser which shall remain open in consideration of the Seller's reserving the premises for Purchaser for a period ten (10) days from the date hereof and may be accepted by Seller, and executed at any time during said period. Upon execution by Seller, the payments provided for in Paragraph 5 (a) and (b) shall be considered the earnest deposit and shall be applied as part payment of the purchase price and an executed copy of this agreement shall be sent to Purchaser. If Seller fails to execute this agreement within said period, the agreement shall be considered rejected and shall be promptly returned to Purchaser, together with all funds deposited.

15. **ASSIGNMENT.** Neither party shall transfer or assign this agreement or any interest herein without the prior written consent of the other, except that Seller may assign this agreement and any interest herein to any lender as security for any construction loan made in connection with the project.

16. **BROKERS.** The parties agree that no broker was involved in this sale other than Dayton Realty, Ltd.. All commissions shall be paid in accordance with the listing Agreement.

17. The provisions of the Uniform Vendor and Purchaser Act of the State of Illinois shall be applicable to this contract.

18. **NOTICES.** All notices and demands required shall be made in writing and by the mailing of notice by first class mail to the Seller at 1959 North Halsted, Chicago, 60614 or to the Purchaser at the address given in this contract, or to the address of the unit if the Purchaser is in possession and the words "date hereof" shall mean the date of delivery of this contract.

19. **ENTIRE AGREEMENT, WAIVER, SEVERANCE, HEADINGS AND MISCELLANEOUS.** This contract and the matters expressly referred to herein constitute the entire agreement between the parties. No covenants, representations, warranties, undertakings or promises whether oral, implied or otherwise, have been made by either Seller or Purchaser to the other unless expressly stated herein or unless mutually agreed to in writing between Seller and Purchaser. THERE ARE NO COLLATERAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO SALESMAN, EMPLOYEE, OR AGENT OF SELLER HAS AUTHORITY TO ALTER THIS CONTRACT OR TO MAKE ANY AGREEMENT, WARRANTY, REPRESENTATION, OR PROMISE NOT CONTAINED HEREIN, AND ONLY THOSE

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CONTAINED HEREIN SHALL BE BINDING ON SELLER. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY STATED HEREIN, NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO INDUCE PURCHASER TO ENTER INTO THIS CONTRACT. All amendments and supplements hereto, if any, shall be in writing executed by both Seller and Purchaser. No delay or failure to exercise any right hereunder shall constitute a waiver of any default, and no waiver of or consent to any default shall apply to any other default. The invalidity, illegality, or unenforceability of any provision hereof in any circumstance shall not impair such provision in other circumstances or any other provision. Headings are for convenience only and shall not affect content. Where the context requires, the singular shall include the plural, and the masculine, feminine, and neuter shall be interchangeable.

DATED: this 26 day of November, 1985

SELLER:

MENOMONEE LANE DEVELOPMENT CORP.  
as agent aforesaid

By: *Edward B. Bellis, Agent*  
Title

PURCHASER:

*Phil Mump*  
*Gene Mump*

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## EXHIBIT B

### ADDITIONAL EXCEPTIONS TO TITLE

1. Terms, provisions, conditions and limitations of Ordinance approving Lincoln Park Project 1 Urban Renewal Project recorded as Document 20107662 and Amendment thereto recorded as Document 20696306.

2. Declaration of Covenants, Conditions, Easements and Restrictions of Menomonee Lane Associations to be recorded prior to closing.

3. Private, public and utility easements as shown on Menomonee Lane Plat of Subdivision to be recorded prior to closing.

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## EXHIBIT C

### SCHEDULE OF PERSONAL PROPERTY

Modern Maid Gas Cooktop  
Plus 2 Burner Insert

Modern Maid Double Wall Oven  
With Microwave

Whirlpool 75-3/4" Double Door Refrigerator  
With Ice Machine on Door

Kitchen Aid Dishwasher With Sani-Cycle

Kitchen Air Disposal Batch Feed

Whirlpool Automatic Washer

Whirlpool Automatic Gas Dryer

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## APPENDIX 4

### MENOMONEE LANE TOWNHOMES, A CONDOMINIUM - SALES PRICE LIST

#### Estimated Monthly Assessments and Real Estate Taxes\*

<u>UNIT</u>	<u>INTRODUCTORY PRICE</u>	<u>% OWNERSHIP</u>	<u>MONTHLY ASSESSMENT</u>	<u>ESTIMATED MONTHLY REAL ESTATE TAXES</u>
1 A	\$ 330,000	7.56	\$ 173.29	\$ 824.57
2	318,500	6.94	159.06	795.83
3 B	308,500	6.94	159.06	770.84
4	318,500	6.94	159.06	795.83
5 C	318,500	6.94	159.06	795.83
6	318,500	6.94	159.06	795.83
7 D	350,000	7.07	162.04	874.54
8 H	355,000	7.70	176.49	887.03
9	330,000	7.14	163.65	824.57
10	336,000	7.14	163.65	839.56
11	336,000	7.14	163.65	839.56
12 G	336,000	7.14	163.65	839.56
13	356,000	7.14	165.65	889.53
14 E	345,000	7.27	166.63	862.05

\* These are estimated only and are subject to change without notice.

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## APPENDIX 5

### 1987 ESTIMATED OPERATING BUDGET

Operating Costs	\$ 3,000.00
Landscaping	3,000.00
Insurance	10,000.00
Professional Fees	
Legal	500.00
Accounting & Bookkeeping	1,500.00
Repairs and Maintenance	1,000.00
Reserves	3,000.00
Scavenger	2,500.00
Utilities	1,500.00
Miscellaneous Expenses	<u>1,504.00</u>
	\$27,504.00

NOTES: The estimated budget was prepared by the Developer based upon the Developer's experience with building of this nature, attempting to take into account inflationary factors.

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RIDER TO MENOMONEE LANE CONDOMINIUM  
PURCHASE AGREEMENT DATED 11.26, 1985,  
BETWEEN PRAIRIE DEVELOPMENT, LTD., SOLE  
BENEFICIARY OF AMERICAN NATIONAL BANK,  
TRUST NO. 61811, DATED 8/31/84, BY  
MENOMONEE LANE DEVELOPMENT CORP., ITS  
DULY AUTHORIZED AGENT (SELLER) AND  
PHIL MUMFORD AND RENEE MUMFORD (PURCHASER)

1. The following sentence shall be added immediately following the second sentence of the third paragraph of Section 4 (Construction):

In the event this Agreement is terminated for any reason, Seller shall retain from such payment an amount equal to all expenses Seller has incurred in connection with and related to such changes, extras or modifications; the balance, if any, shall be refunded to the Purchaser.

2. The second sentence of Section 7 shall be amended to read as follows:

At closing Seller shall provide Purchaser with a warranty from the General Contractor and Seller wherein the General Contractor and Seller agree to remedy defects in the unit as to workmanship and/or materials for a period of one (1) year from the date of closing.

3. The first sentence of Section 8 (Closing) shall be amended to read as follows:

This sale and purchase shall be closed at the time designated by Seller (which shall be no later than October 1, 1986) in a written notice to Purchaser that the purchased unit is ready for occupancy.

4. The last sentence of Section 9 (Conveyance of Title) shall be amended to read as follows:

Seller shall also deliver to Purchaser at closing a Bill of Sale for the personal property described in Exhibit "C" hereto attached, an insurance certificate, surveys of the Property and the Unit, evidence that the City of

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Chicago has issued an Occupancy Certificate, and any amendments to the Declaration not previously given to Purchaser.

5. The first sentence of the first paragraph of Section 11 (Title Policy) shall be amended to read as follows:

Purchaser shall be entitled to receive and Seller shall furnish to Purchaser an ALTA form B Owner's Title Insurance Policy issued by Stewart Title Guaranty Company in the amount of the purchase price showing good title in Purchaser, in accordance with the Deed, with extended coverage over standard exceptions 1 through 5, subject only to the matters set forth in paragraph 9 above, and the usual matters contained in such Owner's Title Insurance Policies issued by Stewart Title Guaranty Company and any matters created or caused by Purchaser.

6. The second paragraph of Section 11 (Title Policy) shall be amended to read as follows:

Not less than twenty-four (24) hours prior to closing, Seller shall furnish to Purchaser a Title Commitment of Stewart Title Guaranty Company, for the Purchaser's Unit, covering reasonably current date, showing good title in Seller, subject only to the aforesaid matters and matters relating to any construction mortgage made by Seller.

7. The first sentence of the first paragraph of Section 13 (Default) shall be amended to read as follows:

If the Purchaser shall fail to make any payment provided for herein within ten (10) days after said payment is due, or shall fail or refuse to carry out any other material obligation of the Purchaser under the terms of this agreement, then this agreement shall become null and void and the earnest money theretofore paid, plus accrued interest, shall be forfeited as liquidated damages and shall be paid to or retained by the Seller.

8. Section 16 (Brokers) shall be amended to read as follows:

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The parties agree that no broker was involved in this sale other than Dayton Realty, Ltd. All commissions shall be paid in accordance with the listing agreement, to Dayton Realty by Seller.

9. The second paragraph of Section 4 (Construction) shall be amended by adding a last sentence to read as follows:

Seller shall use its best efforts to promptly notify Purchaser of any said substitutions.

10. A Section 20 shall be added as follows:

*RM* along the north wall  
The present foundation from a prior existing structure located at the rear of the Unit shall not be "closed in" or "furred up" to the ceiling during construction, but shall remain open from a height not to exceed two feet from the floor. *pm*  
*gls*

Architects shall submit sketch of north wall of unit to show how it will be finished. This contract shall be contingent upon Purchaser's approval of this drawing. Drawing, when approved shall be attached & made part of this Contract.

11. The roofdeck shall be built to cover the entire roof of the Unit, as per the advertising brochure submitted to Purchaser.

SELLER:

MENOMONEE LAND DEVELOPMENT  
CORP., as agent aforesaid

By: *Theresa Bell's*

PURCHASER:

*Phil Mumbert*  
*Gene Mumbert*

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## EXHIBIT A

### LEGAL DESCRIPTION

~~Unit No. 8 in Menomonee Lane Townhomes, a Condominium pursuant to Declaration of Condominium to be filed on Lots 69 to 75, inclusive, in James H. Rees' Subdivision of Block 42 in Canal Trustee's Subdivision of the North 1/2 and the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.~~

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P.I. no. 14-33-309-018  
FRO IT

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COOK COUNTY RECORDER

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