

THE Condominiums  
of Northbrook Court  
Northbrook, Illinois

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CONDOR REALTY CO., INC.  
5826 Dempster Street  
Morton Grove, Illinois 60053  
(312) 965-9090

87192211



CONDOMINIUM SALE CONTRACT

BUYER(S) WILLIAM S. KAPLAN and SHARON L. KAPLAN or their nominee  
(joint tenants-tenants in common)

ADDRESS 9315 Kostner OFFICE PHONE 965-9090  
CITY Skokie HOME PHONE 679-0294  
STATE Illinois ZIP CODE 60076

SELLER Condel Realty Co., Inc., an Illinois corporation, Agent of beneficiary under Chicago Title and Trust Company Land Trust No. 10 73655.

BUILDING NAME THE CONDOMINIUMS OF NORTHBROOK COURT CONDOMINIUM  
# Three

AND ADDRESS 1280 Rudolph Road, Northbrook, Illinois 60062

Seller agrees to sell and Buyer agrees to purchase the following legally described unit of real estate in "THE Condominiums of Northbrook Court" in Northbrook, Illinois, on the following terms and conditions:

LEGAL DESCRIPTION

The premises (hereinafter called "Unit Ownership") consists of the exclusive ownership of a Unit together with an undivided percentage interest as tenant in common in the Common Elements (i.e. the Building, except all units therein, and the real estate upon which the Building is erected) plus a membership in THE CONDOMINIUMS OF NORTHBROOK COURT COMMUNITY ASSOCIATION and its recreational facilities. The Condominium Parcel is legally described in the Declaration of Condominium Ownership delivered to Buyer.

The subject Unit Ownership is described as follows: Unit No. 4-F (hereinafter called "Unit") together with an undivided percentage interest in the Common Elements as determined by Seller in accordance with the provisions of the Illinois Condominium Property Act.

It is understood that the above real estate together with all improvements thereon and all rights and privileges belonging thereto shall be owned by buyer and all other purchasers and owners in the Building under that certain type or method of co-operative ownership commonly known as "CONDOMINIUM".

1. COMPLETION

Seller has caused the Unit to be completed in substantial compliance with the Outline Plans and Outline Specifications attached hereto. Except as otherwise provided in this contract, Buyer's Unit is being sold unfinished but is equipped in accordance with the Outline Plans and Outline Specification sheets attached hereto. Model apartments are for display purposes only, and do not constitute a representation of items included in the purchase price. An architect's certificate of substantial completion shall be final as to such completion and compliance.

2. PARKING SPACES

The purchase price includes the exclusive use and right to park in two (2) Parking Space Nos. 61 and 62 as provided in paragraph 3(d) of Article IV of the Declaration.

3. PRICE AND TERMS

The purchase price shall be \$ 145,350.00 \$ 4,000.00 of personal property is included in the total purchase price and the Illinois Real Estate Transfer Declaration shall so provide. Buyer has paid \$ 10,000 at or prior to the execution of this Contract and agrees to pay Seller the balance of the purchase price as follows:

(a) \$ upon acceptance of this Contract by Seller (which sum, together with the initial deposit, shall be held in an escrow account as required by the Illinois Condominium Property Act.)

(b) The balance of the purchase price in cash and customary closing costs at Closing through escrow as hereinafter set forth.

4. MORTGAGE FINANCING

This contract is contingent upon the ability of Buyer to secure within days of acceptance hereof by Seller, a mortgage commitment for \$ with interest at not more than % per annum to be amortized over years with the commission for such loan not to exceed % if Buyer is unable to obtain such commitment. Buyer shall notify Seller in writing within said number of days. If Seller is not so notified, Buyer shall for all purposes be deemed to have secured such commitment or to have agreed to purchase said property without mortgage financing. If Seller is so notified, Seller may, at Seller's option, within an equal number of additional days from said notice, secure a mortgage commitment upon the same terms. In such event, Buyer agrees to furnish to Seller all requested credit information and to sign customary papers relating to the application and securing of mortgage commitments. If Buyer notifies Seller as above provided, and neither Buyer nor Seller are thereafter able to secure such commitment as above provided, this Contract shall be null and void and the earnest money shall be returned to the Buyer.

5. CONVEYANCE

Seller agrees to cause to be delivered to Buyer title to the above described Unit Ownership as herein provided by good and sufficient stamped Trustee's Deed from Chicago Title and Trust Company as Trustee under Trust agreement dated November 14, 1978, and known as Trust No. 10 73655. If Buyers are husband and wife their interest hereunder, unless otherwise directed in writing by Buyer, shall be as joint tenants and not as tenants in common, and title shall be conveyed accordingly.

Prior to Closing, Seller has recorded in the Office of the Recorder of Deeds of Cook County, Illinois, a Declaration of Condominium Ownership and amendments thereto (hereinafter called "Declaration"), and a Declaration of Covenants, Easements and Restrictions for THE CONDOMINIUMS OF NORTHBROOK COURT COMMUNITY ASSOCIATION and amendments thereto (hereinafter called "Community Declaration") copies of which have been delivered to and are hereby approved by Buyer. Prior to the transfer of title to Buyer, Seller reserves the right to make such changes in the Declaration and in the Community Declaration as Seller may deem necessary, provided that no substantial changes shall be made in the plat of the Unit without the consent of Buyer. The Declaration, as amended, and the Community Declaration, as amended, shall conform to the Illinois Condominium Property Act and both documents shall be approved by Chicago Title Insurance Company.

Title is subject only to: (1) General real estate taxes for year of closing and subsequent years; (2) Special taxes or assessments for improvements not yet completed; (3) Condominium Property Act of the State of Illinois; (4) Easements, covenants, obligations, restrictions and building lines of record and as set forth in the Declaration as amended from time to time and the Community Declaration as amended from time to time; (5) Easement Agreement between Sears, Roebuck and Company, a New York corporation, and Northbrook Court Associates, a general partnership of Illinois, the grantors, and Union Drainage District No. 1 of the Towns of Northfield, Cook County, and Deerfield, Lake County, Illinois, a body politic and corporate of the State of Illinois, grantee, recorded March 27, 1975 as Document 23033337, for ingress, egress and drainage ditch purposes; (6) Easement Agreement between Northbrook Park District, grantor, and Union Drainage District No. 1 of the Towns of Northfield, Cook County, and

Handwritten signatures and initials.

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Deerfield, Lake County, Illinois, dated, recorded March 27, 1977 as Document No. 2437356 for ingress, egress and drainage ditch purposes. (7) Interest of Commonwealth Edison Company in the vault located on the North Easterly corner of the property, water mains, telephone cable, utility pole and telephone guy wires as disclosed by survey dated July 5, 1977 by Robert E. Biedermann. (8) Covenants, Easements and Restrictions Agreement recorded March 14, 1979, as Document No. 24879291 pertaining to maintenance and development of THE COMMONS, Condominiums of Northbrook Court; (9) Irrevocable Special Power of Attorney recorded March 14, 1979, as Document No. 24879290 and re-recorded March 16, 1979, as Document No. 24881345, (10) Acts done or suffered by Buyer, (11) Easement in, upon, under, over and along the North 10 feet of the property to install and maintain all equipment necessary for the purpose of serving the land and other land with electric service, together with right of access to said equipment, as created by Grant to Commonwealth Edison Company recorded February 28, 1973 as Document No. 22235261, and (12) Right of ingress and egress over the property to the permanent easement for the construction, maintenance and operation of a reservoir of hydraulic design over and upon the land located mainly in the Southwest quarter of the Northeast quarter of Section 3, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, aforesaid as described in the instrument creating said easement as created by grant recorded August 1, 1973 as Document No. 22422301 made by Northbrook Court Associates, a general partnership, to The Metropolitan Sanitary District of Greater Chicago, a Municipal Corporation, its successors and assigns.

## 6. PRORATIONS

General taxes, maintenance charges, Insurance premiums and any other items customarily prorated are to be adjusted as of the earlier date of closing or date of tender of possession. Real estate taxes shall be prorated on the basis of the last ascertainable tax bill and Buyer's percentage interest in the Common Elements and shall be prorated when the tax bill for the year of Closing is available. Such proration shall reflect the method of assessment then used by the Assessor of Cook County, which may assess the value of the improvement only from the date of sale or occupancy of each Unit. At Closing Seller shall deposit in an account segregated from the other funds of Seller an amount equal to Seller's pro rata share of real estate taxes with respect to the Unit which, in Seller's opinion, will not be billed separately to the Unit, to be held and used only to pay Seller's pro rata share of the final real estate tax bill for such year. At Closing, Seller shall give Buyer a credit for Seller's pro rata share, if any, of real estate taxes which have been billed separately to the Unit.

## 7. CONSTRUCTION

Seller shall cause the building and Common Elements to be completed in substantial compliance with the Outline Plans and Outline Specifications attached hereto. Buyer acknowledges that the construction of Common Elements may be delayed or prevented by war (declared or undeclared), national emergency, insurrection, acts of God, government regulations, judicial proceedings, strikes, lockouts, labor or material shortages, unseasonable weather conditions or such other causes that may be beyond the control of Seller, including material shortages, or other substantial delays in construction. Buyer acknowledges that all construction of the Common Elements may not be completed at the time of the Closing of Buyer's purchase of the Unit and Buyer agrees that said delays in construction of any of the Common Elements shall not delay the Closing of the Unit. Seller specifically reserves the right to make such changes in construction as may be required by any material shortages, strikes, stoppages or such other situation as may in Seller's judgment require the same. In order to control the overall design and appearance of this development Seller reserves the right to select the interior colors and finishing materials for the Common Elements.

## 8. CLOSING AND TITLE INSURANCE

This transaction shall be closed through an escrow (herein called "escrow") with Chicago Title and Trust Company (herein called "title insurer"), in accordance with the general provisions of the usual form of Deed and Money and Money Lender's Escrow Agreements then furnished and in use by the title insurer, with provisions for issuance by the title insurer of its ALTA form of mortgage title insurance policy to the Lender and with such special provisions inserted in the escrow agreement, as may be required to conform with this Contract. Upon creation of the escrow, payment of the balance of the purchase price as above provided, and all other amounts which may be due in accordance with this Contract, shall be made by deposit therein.

The Closing shall be the date of escrow disbursement and the escrow disbursement shall be on 11/17/89 or sooner at  purchaser's option. The escrow shall be created at least five (5) days prior to the Closing Date. In no event shall completion of any changes, extras or additions ordered by the Buyer delay the date of creation of the escrow or the Closing thereof. The Architect's Certificate of substantial completion shall be final as to such completion, a copy of which will be delivered to Buyer at Closing. Buyer agrees to direct Lender to deposit the mortgage loan proceeds in the escrow forthwith upon receipt of such Certificate, without further notice or direction from Buyer. Seller's failure to complete the Common Elements prior to Closing shall not excuse Buyer from making the required escrow deposits and from meeting all other obligations required of him hereunder, except that Seller's obligation to complete the Common Elements shall continue after Closing.

Seller shall furnish to Buyer the customary ALTA form "B" Owner's Title Insurance Policy issued by the title insurer showing title in Buyer subject only to the matters to which this Sale is subject by the terms hereof, and to the usual objections contained in ALTA form Owner's Policies issued by said Company, except that each Owner's Title Insurance Policy shall contain an extended coverage endorsement over all general exceptions and a "Condominium Endorsement No. 1". Title policy shall be in the amount of the full purchase price. Buyer shall pay Buyer's share of the cost of the Deed and Money escrow and the entire cost of the Money Lender's escrow, if any.

## 9. DEFAULTS

If there be any lien or encumbrance or defects in title due to any act or omission of Buyer, or arising in the chain of title at or after conveyance to Buyer, so that the title insurer shall refuse to issue its standard Owner's and Mortgage policies, showing good title in Buyer, and if such defects shall not be cured within 10 days, or if Buyer shall fail to make any payment herein provided for within 10 days after payment is due, or shall fail or refuse to carry out any other material obligation of Buyer under the terms of this Contract and any supplemental agreements made a part hereof, then for such default by Buyer, at the option of Seller, all sums theretofore paid shall be forfeited and shall be paid to or retained by Seller, and Seller may elect any other available remedy. Buyer shall immediately reconvey to Seller any interest of Buyer in the Unit Ownership free and clear of any liens or encumbrances resulting from any act or omission of Buyer, or those claiming by, through or under him.

In the event Seller shall fail or be unable to deliver title to the Unit Ownership as herein provided on account of title defects which Buyer is unwilling to waive, this Contract shall become null and void and all funds paid or deposited by Buyer shall be returned forthwith to Buyer. However in all events, the liability of Seller shall be limited to the return of Buyer's deposits.

## 10. WARRANTY

Seller warrants that all construction work has been done in a good and workmanlike manner, substantially in accordance with the Outline Plans and Outline Specifications hereinabove referred to. Seller warrants further the workmanship and material in the unit against defective workmanship and material, and against failure to substantially comply with the Outline Plans and Outline Specifications, for a period of one year from the earlier date of Closing or date possession was tendered by Seller. The foregoing warranty shall also apply to the Common Elements for a period of one year from the date of first occupancy of the Building. Seller does not assume responsibility for any secondary or consequential damage caused by any defect. If Seller is given notice in writing during the warranty period of defects in respect to which Seller has an obligation, Seller shall correct such defects within a reasonable time. This warranty is not assignable.

Nail pops or cracks in the walls and ceilings do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying out of building materials, or of normal settlement of the Building or other normal movement of the Building components. If abnormal conditions occur, as determined by Seller, Seller will correct such conditions, but only once within a reasonable time, provided that notice of such conditions in writing is received by Seller during the warranty period. Seller will not be liable for repainting, wallpapering or refinishing any repaired areas.

All appliances are supplied with manufacturers' instructions and warranties and Seller is not responsible for the performance of manufacturers' warranties. It is recommended that the manufacturers' instruction pamphlets be read, followed and retained.

## 11. PERSONAL PROPERTY

There shall be included with the Unit (a) an Undivided Interest in the personal property to be conveyed to the Condominium Association located in the Common Elements and (b) the personal property to be located in the Unit as set forth in the Outline Specifications. The personal property referred to in (a) shall be conveyed to the Association to be held in trust for all Unit Owners based on their respective Undivided Interests. A bill of sale for the personal property referred to in (b) shall be delivered to Buyer at Closing.

## 12. OCCUPANCY In accordance with terms of lease dated 6/25/82.

During building operations and prior to final payment, Seller shall have sole control and exclusive possession of the premises. Customary safety and insurance requirements beyond Seller's control require that Buyer may not have access to or entry to the Unit or the Development during construction and prior to Closing, nor may Buyer store any of his possessions in or about the Unit or the Development prior to Closing. Buyer shall be entitled to possession when the Unit shall have been substantially completed as herein provided and a Final Inspection Report signed by Buyer is received by Seller, provided Buyer has met all obligations at that time required of him by this Contract. Prior to Closing, Buyer shall perform no work of any kind in the Unit, nor authorize or direct that any work be done in the Unit, without Seller's prior written consent.

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Buyer may move into the Unit only in accordance with a move-in schedule to be established by Seller. For the purpose of completing the sales promotion of this entire Development, Seller and its agents are hereby given full right and authority to place and maintain in and around the Building until the delivery of possession of the last unit in THE Condominiums of Northbrook Court, all models, sales offices, advertising signs, banners and lighting in connection therewith, at such locations and in such forms as shall be determined by Seller. There is also reserved to Seller, its agents and prospective unit buyers and lessees, the right of ingress, egress and transient parking in and through the Common Elements and the Community Area for such unit sales and leasing purposes.

## 13. DAMAGE OR DESTRUCTION

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

## 14. SERVICES

Until such time as the Board of Managers provided for in the Declaration and the Board of Directors provided for in the Community Declaration are elected, the Seller shall have the right to enter into contracts or leases for such period of time and upon such reasonable terms as Seller shall determine to provide the Building and all of THE Condominiums of Northbrook Court, with all necessary or convenient services, including but not limited to, landscaping, janitor service, Managing Agent, snow removal and scavenger service which contracts and/or leases Buyer agrees to accept.

## 15. COMMUNITY ASSOCIATION

The Unit which is the subject of this Contract is a part of the Development called THE Condominiums of Northbrook Court, which has recreation and clubhouse facilities, private roadways, walkways, security system, parking spaces and landscaped open areas (i.e., "Community Area") all of which the Seller has substantially completed in accordance with plans on file in Seller's office. On Closing, Buyer does hereby subscribe to membership in THE Condominiums of Northbrook Court Community Association, an Illinois not-for-profit corporation, organized for the purpose of owning, maintaining and administering the Community Area. Buyer agrees to comply with any requirements of the Community Declaration and amendments thereto which have been, or prior to the consummation of this transaction will be, recorded in the Office of the Recorder of Deeds of Cook County.

## 16. MAINTENANCE CHARGES

The first official monthly assessment for maintenance charges and any required reserves for this Building and for the Community Association will be determined by the first Board of the Condominium and the first Board of the Community Association when elected by the Owners. During the period between the date the first unit becomes occupied and the effective date of the first official assessment by the Board of the Condominium, estimated maintenance expenses (except for those expenses which are charged only on an individually occupied unit basis such as management fees, building engineer, the Community Association assessment and scavenger service) shall be allocated among all units on the basis of each unit's percentage interest in the Common Elements as to the Condominium. Buyer agrees after Closing to pay maintenance expenses allocated to his Unit as above set forth on the 1st day of each month.

## 17. DISCLOSURES

Seller has delivered to Buyer, in addition to the floor plan of the Unit, the Declaration including the By-Laws, the Community Declaration and a projected operating budget for the building (herein called the "Initial Budget"). Said Initial Budget is derived from the best available management knowledge, but actual figures may be more or less than those budgeted. To the extent permitted by law, Seller reserves the right to make such changes in the Initial Budget and in the Declaration, Community Declaration and exhibits thereto, as Seller deems necessary, and to the extent that the Illinois Condominium Property Act shall require that any such changes be approved by Buyer, such approval shall be deemed given if copies thereof shall be furnished Buyer and Buyer evidences such approval by closing the sale. Buyer acknowledges that changes and adjustments in the floor plan and room dimensions deemed required by Seller to accommodate structural and mechanical elements will not be considered material changes requiring such approval. All changes made by Seller shall be effective in accordance with their terms, and if Buyer shall not approve or otherwise agree to be bound thereby, Buyer's sole remedy shall be to rescind this Contract within the time and in the manner provided in the Illinois Condominium Property Act.

## 18. ADDITIONAL PAYMENTS

Buyer shall deposit in the closing escrow, in addition to the balance of the purchase price, prorations and Buyer's normal title, escrow, recording and closing costs, the following sums:

- An amount equal to the first monthly assessment for common expenses prorated for the balance of the month from date of Closing plus the full assessment for the following month.
- An amount equal to two (2) times the first monthly assessment to be used and applied for start-up costs and as an operating reserve in connection with all necessary Building services. This payment shall not be refundable and shall not be applied as a credit against Buyer's monthly assessments. Seller shall require the initial purchaser of each unit in the Building to make such payment until the first day of the month next following one (1) year from the initial closing in the Building, at which time Seller shall pay to the Managing Agent an equal amount for each unsold unit.

Such deposits shall be disbursed by the escrowee at Closing to the Managing Agent and shall be expended in accordance with the Declaration.

## 19. TIME FOR ACCEPTANCE

If Buyer shall execute and deliver this Contract, together with the down payment required hereunder, within Seller's execution hereof, then this Contract shall be considered a firm offer by Buyer which shall remain open in consideration of the Seller's reserving the Unit for Buyer for a period of 20 days from the date hereof and may be accepted by Seller, and executed at any time during such period. Upon execution by Seller the down payment shall be applied as part payment of the purchase price and an executed copy of this Contract shall be sent to Buyer. If Seller fails to execute this Contract within said period, the Contract shall be considered rejected and shall be promptly returned to Buyer, together with all funds deposited.

## 20. NO ASSIGNMENT

Buyer does not have the right to assign this Contract or any interest therein without Seller's prior written consent.

## 21. BROKER

Buyer represents and warrants that he dealt with no real estate broker or salesman in connection with this transaction except Seller.

## 22. NOTICES

All notices and demands required pursuant to this Contract shall be made in writing and the mailing of notice by Certified Mail, Return Receipt Requested, to the parties at the addresses shown herein shall be sufficient. Time is of the essence of this Contract.

## 23. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between Seller and Buyer. Neither Seller nor Buyer is bound by any representation or warranty or any agreement of any kind, whether oral, implied or otherwise, unless expressly stated herein or unless mutually agreed to in a writing signed by both parties. All changes in and amendments to this Contract are valid and binding only if in writing and signed by both Seller and Buyer.

DATED this 25th day of June, 1982

Buyer:

Seller:

CONDEL REALTY CO., INC.  
an Illinois corporation, Agent

By

Date of  
Acceptance

Vice-President  
1982

87192211

RETURN TO MAIL TO **UNOFFICIAL COPY**



WILLIAM S. KAPLAN  
1795 ST. JOHNS AVE.  
HIGHLAND PARK, IL 60035



DEPT-01 RECORDING \$16.25  
T#1111 TRAN 05/04/10/87 12:42:00  
#8702 # 07-192211  
COOK COUNTY RECORDER

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