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from

Circuit Court of Cook County

Illinois

Morgan M. Finley Clerk

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Property of Cook County Clerk's Office

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Form 278

STATE OF ILLINOIS,
County of Cook } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain ~~COMPLAINT FOR SPECIFIC~~

.....
filed in my office on 19

a certain cause, pending in said Court on the side thereof, wherein

..... plaintiff

and defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the seal of said Court, at Chicago,

..... 19

..... Clerk

MORGAN M. FINLEY CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CHANCERY - DOMESTIC RELATION DIVISION

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

BURNICE HAYES and RUTH D. HAYES,

Plaintiffs

vs.

MICHAEL S. FERRARA and NATALIE M. FERRARA,
ANTHONY J. SCIMECA and CAROLYN M. SCIMECA,

Defendants

Case No.

87CH 5232

COMPLAINT FOR SPECIFIC PERFORMANCE

NOW COME BURNICE HAYES and RUTH HAYES, (hereinafter referred to as Hayes), Plaintiffs, by and through their attorney, Elmer C.W. Hanenburg, III, and complaining of the Defendants, Michael Ferrara and Natalie Ferrara (hereinafter referred to as the Ferraras), Anthony Scimeca and Carolyn Scimeca (hereinafter referred to as the Scimecas), and state as follows:

COUNT I

1. On or about October 3, 1985, and prior and subsequent thereto, the Ferraras and Scimecas owned and possessed, or claimed to own and possess, certain real estate and premises located in the City of Chicago, County of Cook, Illinois, commonly known as 2335 North Kilbourn in Chicago, Illinois 60641, and legally described as follows:

Lot 47 and Lot 48 in Block 5 in Gunn's Subdivision of the North 30 (Thirty) Acres of the West 1/2 (Half) of the East 1/2 (Half) of the South West 1/4 (Quarter) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. On or about October 3, 1985, at Chicago, County of Cook, State of Illinois, Hayes (as Purchasers) and the Ferraras and Scimecas (as Sellers), duly made and entered into an Agreement for the purchase and sale of real estate in writing, dated said date, wherein the Ferraras and Scimecas agreed to sell and Hayes agreed to purchase said real estate at a price of Sixty-Five Thousand Dollars (\$65,000.00). A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

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CHICAGO, ILL.

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3. Said Agreement was and is valid, binding, enforceable and free from any imperfections.

4. Under the terms of said Agreement to buy real estate, the Ferraras and Scimecas agreed to convey good title to the property to Hayes by "Stamped Warranty Deed" and further agreed that the time of closing would be on May 30, 1986.

5. Under the terms of said Agreement to buy real estate, the Ferraras and Scimecas agreed to deliver or cause to be delivered to Hayes prior to or at said closing, an Owner's Title Insurance Policy.

6. On May 30, 1986, the Hayes presented themselves through their attorney, Elmer Haneberg, at Attorneys' Title Guaranty Fund, Inc. at 29 South LaSalle Street, Suite 540 in Chicago, Illinois, at which time the Hayes tendered to said Attorneys' Title Guaranty Fund, Inc. (Linda McPhail, agent): 1. A Chicago Title and Trust Note for Sixty-Four Thousand Dollars (\$64,000.00); 2. Chicago Title and Trust Deed securing the above note; and 3. A check for Seven Hundred and Eight Dollars (\$708.00) in and as their performance under the Agreement to Purchase Real Estate, but the Ferraras and Scimecas refused or were unable to deliver unto the Hayes the Stamped Warranty Deed and Owner's Title Insurance Policy.

7. Hayes duly performed all the terms and conditions of said Agreement to Purchase Real Estate necessary on their part; at no time herein described were Hayes in default under the Agreement to Purchase Real Estate; since May 30, 1986 and every month thereafter the Hayes have deposited with their attorney, Elmer Haneberg, Seven Hundred and Eight Dollars (\$708.00) which has been held in said attorney's escrow account ever since, (with the exception of the July, 1986 payment which the Hayes paid directly to the Ferraras and Scimecas and for which the Hayes have a signed receipt); and Hayes did all acts necessary to close this transaction.

8. In violation of the Agreement to Purchase Real Estate, the Ferraras and Scimecas refused to close the transaction by refusing to deliver their Stamped Warranty Deed and Owner's Title Insurance Policy as provided in said Agreement.

9. Because of Ferraras and Scimecas failure to close as aforesaid, Hayes recorded Exhibit "A" in the Office of the Recorder of Deeds in Cook County, Illinois on May 28, 1987.

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10. At no time have Ferraras and Scimecas delivered to Hayes a Stamped Warranty Deed and Owner's Title Insurance Policy to the Real Estate as required by said Agreement to Purchase Real Estate.

11. Pursuant to Chapter 30, Paragraph 121, Illinois Revised Statutes, 1985, Hayes rights against second parties under said Agreement to purchase real estate took effect and are now in force after the time of filing Exhibit "A" for record.

12. Hayes filed their Lis Pendens Notice in the Office of the Cook County Recorder of Deeds on the date hereof, a copy of which is attached hereto as Exhibit "B".

13. In justifiable reliance upon the Agreement to purchase real estate and with the full knowledge of Ferraras and Scimecas, the Hayes have occupied the premises continuously since on or about October 15, 1987.

14. Hayes stand ready, willing and able to complete their performance undersaid Agreement to Purchase Real Estate and close the transaction.

15. Simultaneous with the execution of the Agreement to Purchase Real Estate, an equitable conversion took place. Ferraras and Scimecas thereupon held only naked legal title to said real estate for the benefit of the Hayes, and Hayes held equitable title thereto.

16. By virtue of the aforesaid equitable conversion, the Ferraras and Scimecas hold title to said real estate in trust for the Hayes.

17. Hayes have no plain, speedy or adequate remedy of law.

18. In equity, Hayes are entitle to a conveyance of legal title and and to delivery of title by a stamped Warranty Deed and Owner's Title Insurance Policy to said real estate.

19. Hayes offer to do equity.

WHEREFORE, the Plaintiffs, Burnice Hayes and Ruth D. Hayes, pray that this Court:

A. Enjoin and restrain the Defendants, the Ferraras and Scimecas from directly or indirectly encumbering, transferring, selling,

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conveying or otherwise disposing of any interest which they have in said real estate.

B. Order the Defendants, Ferraras and Scimecas, to specifically perform said Agreement to purchase real estate on their part.

C. Declare that the Defendants, Ferraras and Scimecas, hold title to the real estate as Trustees for the benefit of the Hayes, who are the equitable owners of the real estate and who are entitled to conveyance of title and Owner's title insurance policy thereto.

D. Award Plaintiffs their costs of suit.

E. Grant such other, further or different relief as equity may require.


COUNT II - SEPARATE ACTION AT LAW

1. through 8. Plaintiffs repeat and reallege and make a part of this Count Two, the allegations contained in Paragraphs 1 through 8, inclusive, of Count One of this Complaint as though fully set forth herein.

9. By reason of the wrongful refusal to close the transaction by the Ferraras and Scimecas, Plaintiffs were deprived of large sums of money which they otherwise would have realized from the sale in value of said real estate, and further incurred great expenses for moving, attorneys' fees in relation to the real estate transaction and other expenses, all to the damage of the Plaintiffs in the sum of approximately Ninety-five Thousand Dollars (\$ 95,000.00).

WHEREFORE, the Plaintiffs, Burnice Hayes and Ruth D. Hayes, pray for judgement against the Defendants, Michael S. Ferrara and Natalie M. Ferrara, and Anthony J. Scimeca and Carolyn M. Scimeca, in the sum of Ninety-five Thousand Dollars (\$95,000.00) and the costs of this suit.


Burnice Hayes


Ruth D. Hayes

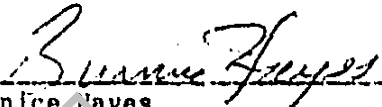
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STATE OF ILLINOIS)
COUNTY OF COOK)

BURNICE HAYES, being first duly sworn upon oath, states that he is one of the Plaintiffs herein, has knowledge of the allegations contained in the above and foregoing Complaint for Specific Performance by him subscribed, and the same are true in substance and fact.


Burnice Hayes

STATE OF ILLINOIS)
COUNTY OF COOK)

RUTH D. HAYES, being first duly sworn upon oath, states that she is one of the Plaintiffs herein, has knowledge of the allegations contained in the above and foregoing Complaint for Specific Performance by her subscribed, and the same are true in substance and fact.


Ruth D. Hayes

Subscribed and sworn to before me this 25 day of MAY, 1987.


NOTARY PUBLIC

This document was prepared by:

Elmer C.W. Haneburg, III
Ramloan, Edwards & Haneberg
Attorney for the Plaintiffs
3750 West Irving Park Road
Chicago, Illinois 60618
(312) 530-9080; #12441

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BURNICE & RUTH D. HALES

8 7 2 9 0 1 2 2 (Purchaser)

agrees to purchase at a price of \$ 65,000.00 on the terms set forth herein, the following described real estate in COOK County, Illinois:

If legal description is not included at time of execution, authorized to insert it thereafter.

commonly known as 3356 N. KILBOURN CHICAGO, ILLINOIS 60641, and with approximate lot dimensions of 25 x 125, together with the following personal property presently located thereon (strike items not applicable) (a) storm and screen doors and windows; (b) awnings; (c) outdoor television antenna; (d) wall-to-wall, hallway, and stair carpeting; (e) window shades and draperies and supporting fixtures; (f) venetian blinds; (g) electric, plumbing, and other attached fixtures as installed; (h) water closets; (i) refrigerator; (j) 1 (ONE) ramp(s); (k) garage door opener with remote control; (l) radiator covers; (m) indoor and outdoor (louvered) shutters; and also

2 ANTHONY J. & CAROLYN M. SCIMEGA, & MICHAEL S. & NATALIE M. FERRARA (Seller)

agrees to sell the real estate and the property if any described above at the price and terms set forth herein and to convey in STAMPED WARRANTY deed, with release of homestead, a proper bill of sale, subject only to: (a) covenants, conditions, and restrictions of record; (b) private, public, and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) any unconfirmed special tax or assessment; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) mortgage or trust deed specified below, if any; (i) general taxes for the year 1985 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1986 and to

3. Purchaser has paid \$ 100.00 and will pay within 10 days the additional sum of \$ 900.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus provisions, at the time of closing as follows: (strike subparagraph not applicable)

(a) The payment of \$ \$64,000.00 TO BE HELD BY SELLERS @ 13% AMORTIZED OVER 30 YEARS.
(b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal indebtedness (which the Purchaser does not agree to assume) amounting to \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. This contract is subject to the condition that Purchaser be able to procure within _____ days a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ _____ or such lesser sum as Purchaser accepts, with interest not to exceed _____ % a year to be amortized over _____ years, the commission and service charges for such loan not to exceed _____ %. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within the like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect (strike paragraph if inapplicable)

5. The time of closing shall be on MAY 20 APRIL 11, 1986 or 30 days after the date that financing has been procured if above paragraph 4 is operative or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of LOUIS H. SCHERB of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Rents, premiums under assignable insurance policies, water and other utility charges, fuel or paid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing if the amount of the current general taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All provisions are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (strike one.)

7. At the election of Seller or Purchaser, notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed by either an escrow or a deed in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with the contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and the contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser (strike paragraph if inapplicable)

8. Seller shall deliver possession to Purchaser on or before 180 days before the sale has been closed. Seller agrees to pay Purchaser the sum of \$ 23.60 for each day Seller remains in possession between the time of closing and the time possession is delivered.

9. Seller agrees to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows: SELLERS

10. The earnest money shall be held by SELLERS for the mutual benefit of the parties

1. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted
2. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 10 days from the date below; otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated 10/3/85
Purchaser Burnice & Ruth D. Hales (Address) _____
Purchaser _____ (Address) _____
Seller Anthony J. & Carolyn M. Scimega, Michael S. & Natalie M. Ferrara (Address) 4944 N. Eastern Ave, 5717 W. 152nd St

63-112291
63-112291

ATTORNEY GUARANTEE TITLE ATTORNEY GUARANTEE

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CONDITIONS AND STIPULATIONS

Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in a policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) 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 and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

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, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above within 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 if then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

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

If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

Time is of the essence of this contract.

All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

PURCHASER AGREE TO PAY \$708.00/MO. BEGINNING ~~OCTOBER~~ ^{NOVEMBER} 1985 UNTIL CLOSING ON ~~APRIL 11~~ ^{MAY 30}, 1986. AS FOR RENT ON 3356 N. KILBOURN, CHICAGO, ILL. 60641

SELLERS AGREE TO APPLY $\frac{1}{2}$ OF THE ABOVE AMOUNT OF \$708.00/MO. TOWARD THE PURCHASE PRICE OF \$65,000.00.

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DO NOT WRITE IN THIS SPACE.

USE SEPARATE SHEET(S) FOR

ADDITIONAL PROVISIONS.

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Lot 47 and Lot 48 in Block 5 in Gunn's Subdivision of the North 30 acres of the West $\frac{1}{4}$ of the East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3356 North Kilbourn Avenue in Chicago, Illinois 60641

Property of Cook County Clerk's Office

Lot 47 13-22-316-023
Lot 48 13-22-316-022

FAD

Sm

Mail to: Elmer Haneberg
3758 W. Irving Park
Chicago, Ill. 60618



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EXHIBIT "B"

37290194

LIS PENDENS NOTICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

BURNICE HAYES and RUTH D. HAYES,

Plaintiffs

vs.

Case No.

MICHAEL S. FERRARA and NATALIE M. FERRARA,

ANTHONY J. SCIMECA and CAROLYN M. SCIMECA,

Defendants

I, the undersigned, do hereby certify that the above entitled cause was filed in the above court on the 28th day of May, 1987, for Specific Performance in equity and is now pending in said court and that the property affected by said cause of action is described as follows:

Lot 47 and Lot 48 in Block 1 in Gunn's Subdivision of the North 30 (Thirty) Acres of the West 1/2 (Half) of the East 1/2 (Half) of the South West 1/4 (Quarter) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PEN: 13-22-316-023
13-22-316-022


Elmer C.W. Haneberg, III
Attorney for the Plaintiffs

This document was prepared by:

Mail to: →

Elmer C.W. Haneberg, III
Ramlose, Edwards & Haneberg
3750 West Irving Park Road
Chicago, Illinois 60618
(312) 539-9080; #12441

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Form 278

STATE OF ILLINOIS, }
County of Cook } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain COMPLAINT FOR SPECIFIC

PERFORMANCE

filed in my office on MAY 29th 19 87.

a certain cause. pending in said Court on the side thereof, wherein

BURNICE HAYES, etc.,

plaintiff

MICHAEL S. FERRARA, et al.,

and defendant.

In Witness Whereof, I have hereunto set my hand, and affixed the seal of said Court, at Chicago, ILLINOIS

MAY 29th 19 87

Morgan M. Finley
Clerk

MORGAN M. FINLEY CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CHANCERY -- DOMESTIC RELATION DIVISION

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Circuit Court of Cook County
Illinois
Morgan M. Finley, Clerk

Certified Copy

from

Circuit Court of Cook County

Illinois

Morgan M. Finley, Clerk



DEPT-01 RECORDING
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COOK COUNTY RECORDER
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Handwritten initials

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