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CERTIFICATION

87305936

THE UNDERSIGNED CERTIFIES THAT THE ATTACHED CONTRACT IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

79-17-116-021

THOR BUILDERS, INC.

Robert Sovobda
BY: ROBERT SOVOBODA

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, ROBERT SOVOBODA, being first duly sworn on oath depose and says that I am the purchaser in the foregoing CERTIFICATION, by me subscribed, and that the facts contained are true and correct to the best of my knowledge and belief.

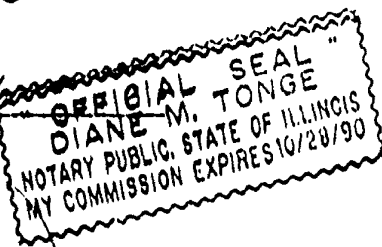
Robert Sovoboda

87305936

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 21 DAY OF May, 1987

Diane M. Tonge
NOTARY PUBLIC



PREPARED BY AND MAIL TO:
O. KENNETH THOMAS, LTD.
8 N. WALNUT
MONEE, ILLINOIS 60449
312/534-0414



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CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 6

Real Estate Sale Contract



THOR BUILDERS, INC. (Purchaser)
agrees to purchase at a price of \$ 120,000.00 on the terms set forth herein, the following described real estate
in Cook County, Illinois.

(See Rider with legal description attached hereto and made a part hereof)

184 West 147th Street, 14721 South Vail and 14721 South Vail, all in Harvey, Illinois, and with approximate lot dimensions of _____, together with the following property presently located thereon:

FIRST NATIONAL BANK IN CHICAGO HEIGHTS TRUST 4571 dated 5/21/79 (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser of nonlease title thereby by a recordable Trustee's deed, with release of homestead rights, if any, and 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 (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) personal taxes for the year 1978, and subsequent years including taxes, which may accrue by reason of new or additional improvements during the year(s) 1978-1979, and to

Purchaser has paid \$ 15,000.00 earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not applicable)*

ADDRESS/ADDRESSES: _____

The payment of \$ 105,000.00 by purchase money mortgage as set forth in the rider attached hereto and made a part hereof

29-17-116-021

to be evidenced by the note of the purchaser (agent), providing for full prepayment at purchaser's option without penalty, which shall be secured by a first purchase money mortgage trust deed, the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of attachment, the forms prepared by Steven D. Rakich and identified as Nos. _____ and _____ of a county agreement to be executed in case to be executed such financial statements as may be required under the Uniform Commercial Code in order to make the lien created hereunder effective, and an assignment to Seller, said county agreement and assignment of interests to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage trust deed issued by the Chicago Title Insurance Company.

If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.

~~At the time of closing, the title to the real estate by Purchaser subject to a mortgage or trust deed of record shall be insured by a title insurance policy (does not) agree to assume aggregating \$ _____ bearing interest at the rate of _____ per 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 _____~~

~~_____ shall be responsible to furnish Purchaser a current plat of survey of the above real estate made and certified by the surveyor having _____ with the Illinois Land Surveyors Board.~~

The time of closing shall be on per rider attached on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations heretofore becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Seller's attorney _____ of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser.

Seller agrees to pay a broker's commission to no broker involved and no commission due in the amount set forth in the broker's listing contract or as follows: _____

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

~~_____ shall be responsible to the seller, its beneficiaries, agents or assignees, or to the beneficiaries, agents or assignees of the seller, to hold the seller harmless in respect to the real estate that has not been heretofore purchased.~~

A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 5 days from the date hereof, 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 August 28, 1979

Purchaser: THOR BUILDERS, INC. Address: 6035 Carmel Road

City: _____ Address: Cicero, Illinois

Seller: FIRST NATIONAL BANK IN CHICAGO Address: 100 First National Plaza

City: HEIGHTS TRUST NO. 4571 Address: Chicago Heights, Illinois 60411

By: _____ Address: _____

This contract is not for sale of property improved with public funds, structures and/or mobile units or of commercial or industrial properties.

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shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 2 days prior to the time of closing, the part of survey or plat required to be delivered under the terms of this contract and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company for the Chicago Title and Trust Company, Inc. on or after the date hereof, showing title to the intended parcel of land subject only to the general exceptions contained in the policy, the title exceptions set forth above, and to title exceptions pertaining to the 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 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, to all matters insured by the policy, subject only to the exceptions 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 of defects in the title disclosed by the survey, if any, as to which the Seller commits to extend insurance in the manner specified in paragraph 2 below.

If the title commitment of plat of survey (if one is required) to be delivered under the terms of this contract discloses either unpermitted exceptions of survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions of survey defects, and, in such event, the time of closing shall be 30 days after delivery of the commitment or the time expressly specified in paragraph 3 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or to correct survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions of survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 30 days after the expiration of the 30-day period, to take title as at then is with the right to deduct from the purchase price hereof an amount of a definite or ascertainable amount. If Purchaser does not elect, this contract shall become null and void without further action of the parties.

~~any and all taxes, including but not limited to, property taxes, transfer taxes, and other taxes, shall be adjusted ratably as of the time of closing. If the amount of the 1975-76 general taxes is not then ascertainable, the adjustment thereof except that amount which shall accrue by reason of new or additional improvements shall be on the basis of the amount of the most recent ascertainable tax. The amount of any general taxes which may accrue by reason of new or additional improvements shall be paid for by Seller.~~

All provisions are final unless provided otherwise herein. Existing leases and applicable 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 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 agent (over) 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 Purchaser.

- 4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
- 5. 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.

~~At the election of Seller or Purchaser, upon notice to the other party, not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Escrow and Release 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 this contract. Upon the creation of such an escrow, anything due in the contract notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow, and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser (Seller pays title insurance).~~

- 7. Time is of the essence of this contract.
- 8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.
- 9. 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.

See rider attached hereto and made a part hereof.

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RIDER TO CONTRACT OF SALE DATED AUGUST 28, 1979, BETWEEN THOR BUILDERS, INC., AS PURCHASER, AND FIRST NATIONAL BANK IN CHICAGO HEIGHTS TRUST NO. 4571, AS SELLER, RELATING TO THE PREMISES COMMONLY KNOWN AS 104 WEST 147th STREET, 14721 SOUTH VAIL and 14721 SOUTH VAIL, ALL IN HARVEY, ILLINOIS

The undersigned parties agree that the following terms and conditions shall become a part of the above captioned contract of sale and shall govern in lieu of any provisions contained therein possibly to the contrary:

1. Legal: The following are the legal descriptions relating to the premises being sold under this contract:

Parcel 1: Lots 13, 14, 15, 16, 17 and 18 in Block 1 in Change 11 Subdivision of part of the West 1/2 of the South West 1/4 of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11: Lots 9 and 10 in Block 174 in Harvey, a subdivision in Sections 6, 7, 8, 17 and 18, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

2. The Purchaser agrees to take title to the subject premises in "as is condition" at time of closing and Seller makes no representations, express or implied, of any kind as to the conditions of the premises.

3. The Seller is not presently in possession of the premises being sold hereunder and the Purchaser takes subject to all water, gas, electric charges and service contracts as may exist at time of closing.

4. Purchaser assumes all expenses and obligations relative to satisfying any local code or ordinance requirements and the Purchaser furthermore agrees to take title subject to any local code or local ordinance violations.

5. All representations and undertakings of the Purchaser shall survive the closing and shall not merge with any deed or deeds of conveyance.

6. In addition to the balance of the purchase price being secured by a purchase money mortgage, the Purchaser agrees to give to the Seller a collateral assignment of the beneficial interest to First National Bank in Chicago Heights Trust No. 3951 and dated February 21, 1977, said security agreement and collateral assignment being in a form acceptable to Seller's attorney.

7. As an additional part of the consideration being paid to Seller, Leonard Lanni, 436 Loudon Road, Riverdale, Illinois and Robert Svoboda, 3536 South Harlem Avenue, Riverdale, Illinois, agree to jointly and severally guarantee Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) of the mortgage being given to Seller hereunder.

8. The Purchaser shall be entitled to obtain partial mortgage releases from the Seller on the following basis. If all payments are current and there is no default by Purchaser with respect to this agreement or the purchase money mortgage, then the Purchaser shall

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have the right to obtain a release of mortgage on the first building taken out by Purchaser's paying 1/3 of the then principal mortgage balance to the Seller, a release of the second building taken out by Purchaser's paying 1/2 of the then remaining principal mortgage balance and a release of the third building taken out by Purchaser's paying the remaining unpaid principal and interest.

9. As additional consideration for the purchase of said real estate Purchaser agrees to pay 1/2 of the 1978 general real estate taxes, interest and penalties therein and all of the 1979 general real estate taxes. Seller agrees to pay the remaining 1/2 of the 1978 general real estate taxes, interest and penalties by escrowing the Two Thousand Five Hundred Dollar (\$2,500.00) monthly payments referred to in paragraph 5 hereof. If all of the conditions of this agreement have been satisfied by the Purchaser, then said escrow monies shall be applied toward payment of 1/2 of the 1978 general real estate taxes, penalties and interest. Seller agrees to make a good faith effort, at Seller's expense, in order to effectuate a reduction of the 1979 general real estate taxes in light of the fact that the general real estate taxes appear to be excessive in relationship to the fair market value of said real estate.

10. Purchaser hereby authorizes and directs the Seller to convey legal title to the real estate being sold to First National Bank in Chicago Heights Trust No. 4571 and dated February 21, 1977.

11. The purchase money mortgage in the principal amount of One Hundred Five Thousand Dollars (\$105,000.00) shall be paid as follows: a) \$20,000.00 of said \$105,000.00 shall be non-interest bearing and shall be paid in equal monthly installments of \$2,500.00 each commencing on the 20th day of October, 1979, and on the 20th day of each succeeding month until said \$20,000.00 has been paid in full, b) \$85,000.00 of said \$105,000.00 shall bear interest at the simple rate of twelve percent (12%) per annum commencing with the day of closing and Purchaser shall make monthly payments of Two Thousand Dollars (\$2,000.00) each commencing on the 20th day of June, 1980, and on the 20th day of each successive month thereafter with the remaining unpaid principal and interest becoming due June 20, 1982. Concerning all payments, interest shall be paid first and any remaining monies shall be applied toward principal.

12. Seller shall have 180 days from date of closing in order to clear up any remaining title objections and to deliver a title commitment with this agreement and the Purchaser shall be obligated to make all scheduled mortgage payments regardless of any remaining title matters to be cleared up by Seller.

13. The Seller as Mortgagee shall be named as the payee with respect to any insurance loss payable clause and the Purchaser shall obtain property and bodily injury insurance in amounts satisfactory to Seller and said insurance shall include fire and extended coverage in amounts acceptable to Seller.

14. Closing shall be on September 15, 1979, or 5 days after date that the scavenger sale for general real estate taxes covering the year 1977 and prior years has been confirmed through court proceedings in Cook County, Illinois, whichever shall last occur. In the event that the foregoing confirmation proceedings are not concluded by October 1, 1979, then Seller or Purchaser may elect to declare this contract null and void and Purchaser shall then be entitled to receive a full refund of earnest money deposited.

15. Purchaser shall be entitled to possession of the premises at time of closing.

IN WITNESS WHEREOF, the undersigned parties have executed this

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agreement this ____ day of _____, 1979.

THOR BUILDERS, INC.

FIRST NATIONAL BANK IN CHICAGO
HEIGHTS as Trustee under Trust
No. 4571

By: _____

By: _____

Attest: _____

Leonard Menni, as Mortgage
Guarantor

Robert Svoboda, as Mortgage
Guarantor

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FIRST NATIONAL BANK IN CHICAGO
HEIGHTS TRUST NO. 4571

Address 100 First National Plaza

By:

Address Chicago Heights, Illinois 60411

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[Handwritten signature]

DEPT-01 RECORDING \$17.40
WILLI TRAM 1001 06/05/07 09:41:00
COOK COUNTY RECORDER