

RIDER #101 A.H.K. A. 20 FL 200 100 A.H.K. 100



UNOFFICIAL COPY 873

NORTHWEST REAL ESTATE BOARD  
REAL ESTATE SALE CONTRACT - RESIDENTIAL

REG. 7408

Date Mar 27 1987

I We offer to purchase the property known as 917 N. 21st Ave. Melrose Park, Illinois

lot approximately 46 x 125 feet, together with all improvements thereon and appurtenances of the same belonging, and the following items of personal property for which a Bill of Sale will be given at closing:

**CONTRACT IS SUBJECT TO BUYERS BEING ABLE TO OBTAIN A PERMIT FOR A 2 FLAT BUILDING ACCORD TO THE BUILDING REQUIREMENTS WITH THE VILLAGE OF MELROSE PARK, ILLINOIS. BUYERS WILL PAY FOR ANY COSTS INCURRED FOR THE PERMIT AND FEES APPLICABLE WITH THE VILLAGE BUILDING. SELLERS UPON ACCEPTANCE WILL OBTAIN AT THEIR COST A SURVEY BY AN ILL. LICENSED SURVEY**

B.K.

V.K.

V.P.

V.P.

1. Purchase price \$ 21,000.00, IMMEDIATELY AND PROVIDE SAME TO BUYERS WITHIN 21 DAYS.

2. Earnest Money Deposit ~~(to be held in escrow)~~ \$1,000.00 in the form of note redeemable 3 days after acceptance.

deposited with Century 21 Grand Plaza Realty Co.

Said earnest money shall be returned and this contract shall be void if not accepted by Seller. Earnest money and contract shall be held in escrow by Century 21 Grand Plaza Realty Company

for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (delete inapplicable's subp):

(a) All in cash, cashier's check or certified check, or any combination thereof.

(b) Mortgage Contingency. This contract is contingent upon Purchaser securing within \_\_\_\_\_ days of acceptance a mortgage commitment for \$ \_\_\_\_\_ with interest at not more than \_\_\_\_\_ per annum to be amortized over \_\_\_\_\_ years, payable monthly, and loan cost not to exceed \_\_\_\_\_ plus appraisal and title report fee, if any. If Purchaser does not obtain such commitment within said number of days Seller and/or Broker may, within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. In such event, Purchaser shall furnish to Broker all requested credit information and sign customary papers relating to the application and securing of such commitment. If neither Purchaser, Seller nor Broker secured such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser and Seller shall not be liable for any sales commission.

(c) Assumption of Existing Mortgage. Purchaser hereby assumes payment of the indebtedness secured by the mortgage for tract described in record, provided there is no default as of date of closing. The said indebtedness approximates \$ \_\_\_\_\_ and bears interest at the rate of \_\_\_\_\_ per annum and is payable in monthly installments of \$ \_\_\_\_\_ excluding payments into escrow for taxes and insurance, if any. The expenses charged by the legal holder in connection with the assumption shall be paid by Purchaser. Seller agrees to remain liable on said indebtedness of the legal holder so demands and Purchaser hereby agrees to indemnify Seller and holds Seller harmless from any liability or loss resulting therefrom. Purchaser shall pay to Seller a sum equal to the difference between the indebtedness at time of closing and the balance of the purchase price.

(d) Purchase Money Note and Mortgage or Articles of Agreement for Deed. Purchaser will pay \$ \_\_\_\_\_ and the balance by STRIKE ONE, Purchase Money Note and Mortgage Articles of Agreement for Deed in the amount of \$ \_\_\_\_\_ with interest at the rate of \_\_\_\_\_ per annum to be amortized over \_\_\_\_\_ years, payable monthly, the final payment due \_\_\_\_\_ with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instruments, the appropriate Chicago Title and Trust Company Note and Trust Deed forms shall be used, or the George E. Cole Agreement for Warranty Deed, Installment Selling form shall be used.

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to a Purchaser, a recordable Warranty Deed with release of homestead rights for other appropriate deed of title in trust or in an estate. Articles of Agreement for such a deed if that portion of sub-paragraph 3(d) is applicable, subject only to the following, if any: easements, conditions and restrictions of record; private, public and utility easements; roads and highways; party wall rights and agreements; existing lease and tenancies; plus 15% or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1987 and subsequent years, the mortgage or trust deed set forth in sub-paragraph 3(c) or 3(d).

5. Closing of escrow payments shall be on MAY 29, 1987 provided the hereto conditions are accepted by Purchaser, at the office of Purchaser's attorney or by NAT REALTY GROUP, 6105 N. NORTHWEST HIGHWAY, CHGO, ILL.

6. Seller is to vacate, surrender and deliver possession of these premises to me on or before CLOSING days after closing. Seller shall pay me for \_\_\_\_\_ days in advance the sum of \$ \_\_\_\_\_ per day for use and occupancy commencing on the day after closing up to and including the date possession is surrendered. In the event seller does not vacate as aforesaid, he shall pay me \_\_\_\_\_ (which sum shall be held from the net proceeds of the sale by \_\_\_\_\_ on a borrower's form of receipt) as liquidated damages. Possession escrow shall not at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's family.

SELLING OFFICE SALES AGENT WHOSE HUSBAND IS CONTRACT PURCHASER IS INFORMING SELLERS OF SAID SITUATION.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

PURCHASER Amy Rose PURCHASER John Rose

Type Name \_\_\_\_\_ Type Name \_\_\_\_\_  
Address 91720 W KINZIE \_\_\_\_\_

Accepted this \_\_\_\_\_ day of MARCH 1987 The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a Broker's commission to Century 21 Grand Plaza & NAT REALTY GROUP on a 50-50 basis.

in the amount of 6.00 of the sale price shown hereinbefore in this contract. If earnest money is forfeited, it shall be applied 1st to payment of expenses incurred for Seller by said Broker, and 2nd to payment of said commission, balance to be paid to Seller.

SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

Type Name Mr. Bogosav Zelinovic Type Name Mrs. B. Zelinovic  
Address 717 N. W. MELROSE PARK ILL.

87321519

WAIT

6105 N. NORTHWEST

# UNOFFICIAL COPY

## PROVISIONS

1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to re-prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor: (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this offer, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
4. 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.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to Purchaser; but if the termination is caused by Purchaser's fault, then, at the option of Seller, and upon notice to Purchaser, the earnest money shall be forfeited and applied first to payment of broker's commission and any expenses incurred, and the balance paid to Seller.
6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.
7. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said 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 herein to the contrary 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 and the broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
8. The owner agrees to furnish a survey by a licensed surveyor prior to closing showing the location of the buildings thereon to be within the lot lines and showing no encroachments of buildings from adjoining properties.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.
10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.
11. Seller shall have the right to pay off any existing mortgages out of the proceeds of this sale.
12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.
13. 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, as amended.
14. 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 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 Seller or 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 Purchaser.
15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
16. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.
17. Time is of the essence of this contract.

873321509

Lot 2<sup>and lot 3</sup> Block 120 in McLAUSE, a subdivision of Lots 3, 4, AND 5 in Superior Court Partition of the South 1/2 of Section 3, Township 39 North, Range 12 AND that part North of the RAILROAD in Section 10, Township 39 North, Range 12, East of the THIRD PRINCIPAL MERIDIAN, Cook County, Illinois

FBO All  
P.T.N. - 15-03-344-002 ml

Address 917 N. 21st Ave.  
McLAUSE PARK, 60160

DEPT-01 RECORDING \$13.25  
T#1111 TRAN 2572 06/12/87 09:57:00  
#8033 #A \*-87-321509  
COOK COUNTY RECORDER

1300 MAIL

873321509

Return to:  
MR. FRANK W. URSO  
5254 S. MURDER  
CHICAGO, ILL. 60638



RIDER 101

ATTORNEY'S APPROVAL

THIS RIDER SHALL BE ATTACHED TO AND BECOME A PART OF REAL ESTATE SALE CONTRACT DATED 3/16, 1987 COVERING THE SALE OF THE PROPERTY COMMONLY KNOWN AS 917 N. 21ST STREET, MELROSE PARK CITY, ILLINOIS STATE

It is further agreed by and between the parties hereto as follows: That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. Approval will not be unreasonably withheld but, if within 3 business days after the date of this contract it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this contract shall become null and void and all monies paid by the Buyer shall be refunded to him. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

BUYER'S SIGNATURE Wanda J. Stella

SELLER'S SIGNATURE Robert Tholin

BUYER'S SIGNATURE [Signature]

SELLER'S SIGNATURE [Signature]