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KPB 886290/3975W

-88-441165
CERTIFICATE

The undersigned certifies that the attached facsimile of Real Estate Sale Contract is a true copy of the original Real Estate Sale Contract dated August 17, 1988 by and between the undersigned, as purchaser, and LASALLE NATIONAL BANK Trust No. 42450, by its beneficiary, as seller. Said Real Estate Sale Contract pertains to the following described real estate:

PARCEL 1:

Lots 13 through 19 and 31 through 37 all inclusive in Block 1 in Bickardike's Subdivision of Lots 3 and 5 of Assessor's Division of the East 1/2 of the North West 1/4 of Section 8, Township 39 N, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of the North and South 16 foot vacated alley as vacated by Document Number 22285024 dated March 14, 1973 and recorded April 11, 1973 lying South of the North line of Lot 13 extended East and lying North of the South line of Lot 19 extended East in Block 1 in Bickerdike's Subdivision of Lots 3 and 5 of Assessor's Division of the East 1/2 of the North West 1/4 of Section 8, Township 39, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-08-125-034 (Lots 13-19)
17-08-125-035 (Lots 31-37 and Parcel 2)

Commonly known as: 525 N. Ada Chicago, Illinois

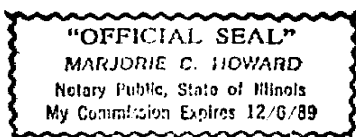
This Certificate made this 26th day of September, 1988.

William Levy
WILLIAM LEVY

STATE OF Illinois)
COUNTY OF LAKE) SS

I, MARJORIE C. HOWARD, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM LEVY appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of September, 1988.

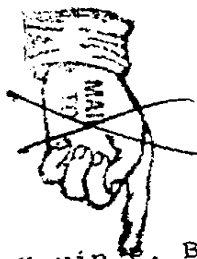


Marjorie C. Howard
Notary Public

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Property of Cook County Clerk's Office



Prepared by: Kevin P. Breslin
Katz Randall & Weinberg
200 N. LaSalle St., Suite 2300
Chicago, Illinois 60601

Please mail to: Box 340

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CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 2*



Real Estate Sale Contract

1. William Levy or his nominee or assignee (Purchaser) agrees to purchase at a price of \$ 950,000.00 on the 17th day of August 1988, the following described real estate in Cook County, Illinois, two and three story brick building containing 30,000 square feet and a 26,000 square foot lot immediately adjacent from the aforesaid building, legally described on the attached Rider.

commonly known as 525 N. Ada, Chicago, Illinois and with approximate lot dimensions of 176.15 x 286.65 approximately together with the following property presently located thereon: All personalty and fixtures presently located at the real estate.

2. Owner of record (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 or nominee title thereto 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 agreement, if any; (d) ~~any other encumbrances or restrictions of record or otherwise affecting the title to the real estate.~~ (i) general taxes for the year 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1988; *reasonably acceptable to Purchaser

3. Purchaser has paid \$ 50,000.00 to Chicago Title and Trust Company 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 prorations, at the time of closing as follows: (strike language and subparagraphs not applicable)

- (a) The payment of \$ 900,000.00 in cash or certified or cashier's check
- (b) ~~The payment of \$ _____ and the balance payable as follows:~~

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-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 this attachment, the forms prepared by _____ and identified as Nos. _____ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents 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.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser ~~does not~~ agrees to assume) aggregating \$ _____ 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. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made and so certified by the surveyor as having been made in compliance with the Illinois Land Survey Standards. Survey must be dated after date of this Contract, and must be provided to Purchaser within 20 days of this Contract date. Survey is subject to Purchaser's reasonable approval.

5. The time of closing shall be on See Rider 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 Chicago Title and Trust Company, of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to Edward Dick & Co. in the amount ~~of \$50,000.00~~ of \$50,000.00 on closing only, if Buyer defaults, all earnest money shall be paid to Seller.

7. The earnest money shall be held by Chicago Title and Trust Company for the mutual benefit of the parties. Earnest money to be invested and all interest paid to Purchaser.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 2 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 Aug 17, 1988
 Purchaser William Levy
 Purchaser LaSalle National Bank, TUT 42450
 Seller By: John B. Sanfilippo & Son, Inc.
 Beneficiary
 Seller By: Joseph B. Sanfilippo, President

(Address) c/o Katz Randall & Weinberg, Attn: Kevin P. Breslin or Arnold Weinberg 200 N. LaSalle, #2300, Chicago, IL
 (Address) c/o Katz, Karacic & Helmin
 (Address) 180 N. LaSalle #3001 Chicago, IL 60601

*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties.

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CONDITIONS AND STIPULATIONS

more than 20 days from this
Contract date

Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not later than 20 days from this Contract date, the plat of survey (if one is 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 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 ~~the general policy exceptions in the policy.~~ (a) ~~the general policy exceptions in the policy.~~ (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 shall 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 or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or 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 or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects 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 not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid 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 except for that amount which may accrue by reason of new or additional improvements 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:

See Rider regarding prorations

All prorations are final unless provided otherwise herein. Existing leases or 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 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 and this is Seller's sole legal or equitable remedy.

6. 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 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 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. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)

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.

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LEGAL DESCRIPTION RIDER

PARCEL 1:

Lots 13 through 19 and 31 through 37 all inclusive in Block 1 in Bickardike's Subdivision of Lots 3 and 5 of Assessor's Division of the East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 8, Township 39 N, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

All of the North and South 16 foot vacated alley as vacated by Document Number 22285024 dated March 14, 1973 and recorded April 11, 1973 lying South of the North line of Lot 13 extended East and lying North of the South line of Lot 19 extended East in Block 1 in Bickardike's Subdivision of Lots 3 and 5 of Assessor's Division of the East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of Section 8, Township 39, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-08-125-034 (Lots 13-19)
17-08-125-035 (Lots 31-37 & Parcel 2)

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RIDER TO REAL ESTATE SALE CONTRACT
DATED August 17, 1988
FOR THE PROPERTY COMMONLY KNOWN AS:
525 North Ada, Chicago, Illinois

R-1 To the extent that the provisions of this Rider may conflict with the terms of the form contract to which it is attached, the provisions of this Rider shall control.

R-2 Within twenty one (21) days after the date of this Agreement, Seller shall cause to be delivered to Purchaser, at Seller's sole expense, a current survey of the Premises, prepared by a registered Land Surveyor.

R-3 INSPECTION PERIOD

(a) Purchaser may cause one or more engineers and/or architects of its choice and at Purchaser's expense to inspect the Premises within 30 days of the date of this contract.

(b) Seller shall permit Purchaser, his agents or representatives reasonable access to the premises for these purposes.

(c) Purchaser may terminate this Agreement upon written notice given to Seller not later than thirty (30) days after the date of this Agreement if Purchaser shall not be reasonably satisfied with the Survey or the results of the inspection permitted herein.

(d) Upon proper termination pursuant to this Paragraph, the Earnest Money shall be returned to Purchaser, and neither party shall have any further liability or obligation to the other.

R-4 PRORATIONS AND ADJUSTMENTS

(a) The following shall be prorated and adjusted between Seller and Purchaser as of midnight of the day preceding the closing, except as otherwise specified:

- (i) General real estate taxes for the year 1988 and subsequent years, based on 110% of the most recently ascertainable taxes for the Premises.
- (ii) Special assessments for work commenced as of the date of this Agreement (including installments payable in the future) shall be paid exclusively by Seller. Special assessments for improvements as to which no work has commenced as of the date of this Agreement shall be paid exclusively by Purchaser.
- (iii) All other items customarily prorated or required by any

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other provision of this Agreement to be prorated or adjusted.

(b) All prorations shall be final.

(c) Purchaser hereby agrees to indemnify and hold harmless the Sellers of and from each obligation of Seller for which, and to the extent that, credit has been given to Purchaser at the time of closing.

R-5 The closing shall take place on September 30, 1988 at Chicago Title and Trust Co., Chicago, Illinois.

R-6 Subsequent to closing, and through January 31, 1989, Seller shall be entitled to remain in possession of the premises on the following terms:

(a) Monthly rent payable at Five Thousand (\$5,000.00) Dollars per month.

(b) Seller to maintain the premises and pay all ^{X 888 WL} heat and utilities during the term of its possession.

(c) ~~Seller's tenancy is absolutely triple net.~~ WL

~~Dated: August 12, 1988~~ (JBS)

SELLER:

LaSALLE NATIONAL BANK, TUT 42450

By: Joseph B. Sanfilippo
President of John B. Sanfilippo
& Son, Inc., beneficiary
thereunder

PURCHASER:

William C. ...

~~*real estate taxes, fire and liability insurance (with Purchaser as insured)~~ WL