

# UNOFFICIAL COPY

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88-536695

Permanent Index No. 05 20 102 021

Lot 4 (Except the North 88 feet thereof) in Block 2 in Groveland Addition to Winnetka, a Subdivision of the East 70 Acres of the Northwest 1/4 of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

Commonly known as 1074 Pine St. Winnetka Il.

County of Cook

SS

State of Illinois

## AFFIDAVIT

ALIEH ARJMAND, M.D. being first duly sworn on oath, deposes and states as follows:

The attached "Real Estate Sale Contract - Residential" is a true and accurate copy of the original contract signed by myself and my husband in regard to a property located at "1074 Pine St." Winnetka, Illinois.

Further sayeth the affiant not.

Alieh Arjmand  
ALIEH ARJMAND M.D.

SIGNED AND SWORN TO BEFORE ME THIS 19TH DAY OF NOVEMBER 1988.

Shirley L. Davis  
NOTARY PUBLIC

My Commission Expires Mar. 23, 1990

RETURN TO  
ALIEH ARJMAND  
700 Forest Ave.  
Wilmette, IL 60091



DEPT-01 RECORDING 515.25  
142222 TRAN 5677 11/21/88 13:15:00  
49302 + B \*-88-536695  
COOK COUNTY RECORDER

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# UNOFFICIAL COPY

NORTH SIDE REAL ESTATE BOARD

REAL ESTATE SALE CONTRACT - RESIDENTIAL

DEG 41-1121

WIDER "A"

3 6 5 9 5

TO: LEGAL OWNER OF RECORD DATE: JULY 24 1988

1. We desire to purchase the property known as 107th Pine St. Winnetka Illinois 60093 (Address) (City) (State) (Zip) for approximately PER SURVEY (Type of Survey) acres, together with improvements thereon including the following, if any, now on premises, for which a bill of sale is being given: air conditioning; storm windows and doors; garage; garden beds; drapery rods; curtain rods; radiator covers; central heating; central cooling; ventilation; lighting; landscaping and plumbing fixtures; attached mirrors; shelving; interior shutters; cabinets and book cases; awnings; porch; trees; planted vegetation; garage door opener; fire; base screens; refrigerator; range; tiled down carpeting; and also

2. Purchase price \$165,000.00  
2. Initial earnest money \$1,000.00 in the form of PERSHIAN CHECK deposited with FIRST UNITED BANK to be advanced to 10% of purchase price within 5 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted on or before JULY 30 1988. Earnest money shall be held in escrow by FIRST UNITED BANK 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 procections, as follows (delete inapplicable subparagraphs):

(a) All in cash, cashier's check or certified check, or any combination thereof.  
(b) ~~...~~  
The said deed of record, if any, shall be in default as of date of closing. The said indebtedness, including interest at the rate of 10% per annum, shall be paid by the legal holder in connection with the assumption of the mortgage by the purchaser. The legal holder shall be notified by the legal holder in connection with the assumption of the mortgage by the purchaser. The legal holder shall be notified by the legal holder in connection with the assumption of the mortgage by the purchaser. The legal holder shall be notified by the legal holder in connection with the assumption of the mortgage by the purchaser.

4. ~~...~~  
Mortgage Contingency: ~~...~~  
a commitment for a fixed rate mortgage, or an adjustable mortgage permitted to be made by U.S. or Illinois banking or other associations of banks, for 30 years, payable monthly, loan fee 1.00% plus appraisal and credit report fee, if any. ~~...~~  
Purchaser shall pay for private mortgage insurance required by lending institution of Purchaser does not obtain such commitment. Purchaser shall notify Seller in writing within 10 days after closing if not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase the property without mortgage financing. If Seller is so notified, Seller or Buyer may, within an equal number of additional days, terminate a mortgage commitment for Purchaser upon the same terms, and said commitment may be given by Seller as well as a third party. Purchaser shall furnish requested credit information and sign customary papers relating to the application and securing of such commitment. If Purchaser fails to do so, Seller as above provided, and Seller/Purchaser, Seller/Buyer secures such commitment on 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.

5. ~~...~~  
If an FHA or VA mortgage is to be obtained, and Seller agrees to pay the loan discount and other such customary...  
(c) Purchase Money Note and Trust deed or Investment Agreement...  
and the balance ... (Purchase Money Note and Trust deed or Investment Agreement For 30 years amount of ... with interest at the rate of 10% per annum, to be amortized over 30 years, payable monthly, the final payment due ... Seller and Buyer shall agree on the form of said instrument. (Chicago Title & Trust Company Note and Trust deed or Investment Agreement) This Investment Agreement shall be used, whichever may be appropriate. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request, and Seller may cancel this agreement within three days after receiving said credit report.

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

7. Closing or escrow payout shall be on SEP 1 1988 provided title has been shown to be good as accepted by Purchaser, at the office of Purchaser's mortgagee or at ...

8. Seller agrees to surrender possession of said premises on or before SEP 1 1988 provided this sale has been closed. Seller shall pay to Purchaser, 30 days in advance, the sum of \$ 50.00 per day of late and temporary occupancy commencing the first day after closing up to and including the date possession is surrendered, or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. At closing, Seller shall deposit with escrowee designated in paragraph 3 above a sum equal to 2% of the purchase price to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale of real estate. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy, the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser, said daily amount to be paid out of escrow and the balance, if any, to be turned over to Seller; and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

9. Seller will pay a broker's commission to ELLYN REALTY & FIRST UNITED BANK in the amount of ...

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

PURCHASER: DARAB SHABARI ADDRESS ...

PURCHASER: ELIEN ... ADDRESS ...

ACCEPTANCE OF CONTRACT BY SELLER

This 30th day of July 1988 We accept this contract and agree to perform and convey title to said title to be conveyed to the terms of this contract.

SELLER: DONALD E. SHABARIUS ADDRESS 15449 STEARNS SCH RD, SURNEE, IL 60091

SELLER: ADDRESS

88-500695

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Property of Cook County Clerk's Office

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1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgages, if any, water rates and other periodic dues shall be prorated to date of closing. If property taxes are approved, but not available for bill on or before local parties hereto agree to separate taxes when bill on approved 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 marketable title on the untraded 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, (b) by delivering a Commitment For Title Insurance of a title insurance company having 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. Copy Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as herein 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 on 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 Escrow Agreement then furnished and in use by said company, with such special provisions 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 only. The cost of the escrow shall be divided equally between Purchaser and Seller.
8. Seller shall furnish five days prior to closing, a survey by a currently licensed land surveyor, showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent survey, same shall be obtained at Purchaser's expense.
9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an Affidavit of 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 mortgage(s) out of the proceeds of this sale.
12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to its 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 the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, 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 imposed by local ordinance shall be paid by designated party as indicated.
15. Seller shall remove from premises by date of possession of Goods 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.
18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

19. PURCHASER(S) RESERVES THE RIGHT TO INSPECT THE PROPERTY 48 HOURS BEFORE CLOSING.

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