

# UNOFFICIAL COPY

88043567

The attached copy of a certain Real Estate Sale Contract dated August 6, 1987, between Irving Tugend, Seller, and MAP Investments Incorporated, an Illinois corporation, Purchaser, is a true and complete copy of said contract except as to purchase price and financing information which was deleted and is being filed for record in exactly the same form as executed by the parties; and said contract is with respect to real estate including real estate legally described as:

See Exhibit 1 Attached

Permanent Tax No. 10-24-301-014

and Commonly Known as 2222 Main Street, Evanston, Illinois

John T. Even 1/26/88  
(Date)

88043567

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

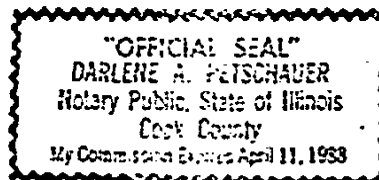
I, DARLENE A. PETSCHAUER, a notary public in and for said County, in the State aforesaid, Do Hereby Certify that John T. Even personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26<sup>th</sup> day of January, 1988.

Darlene A. Petschauer  
Notary Public

Mail to:

John T. Even, Esquire  
Schuyler, Roche & Zwirner  
3100 Prudential Plaza  
Chicago, Illinois 60601



# UNOFFICIAL COPY

The attached copy of a certain will is hereby certified to be a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 10th day of August, 1988.

Notary Public for Cook County, Illinois

My commission expires on the 10th day of August, 1991.

Given under my hand and official seal this 10th day of August, 1988.

Notary Public for Cook County, Illinois

My commission expires on the 10th day of August, 1991.

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

The attached copy of a certain will is hereby certified to be a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois.

Given under my hand and official seal this 10th day of August, 1988.

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois



Notary Public for Cook County, Illinois

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EXHIBIT 1

3 3 0 4 3 3 6 7

PARCEL 1: ...That part of the Northwest quarter of the Southwest quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows, to wit: Commencing at the intersection of the West line of Hartrey Avenue with the North line of Washington Street, as said street and avenue are now located and established in the City of Evanston, Cook County, Illinois; thence West along said North line of Washington Street, a distance of 186.50 feet; thence North parallel with said West line of Hartrey Avenue, a distance of 140.0 feet to a point of beginning of the land herein described; thence West parallel with said North line of Washington Street, a distance of 190 feet more or less, to a point distant 50.0 feet Southeasterly measured at right angles from the center line between the two main tracks of the Chicago and Northwestern Railway Company, as said main tracks were originally located and established; thence Northeasterly parallel with said center line between the two main tracks to its intersection with the South line of Main Street, as said street was originally located and established; thence East along said South line of Main Street to a point distant 186.50 feet West of said West line of Hartrey Avenue; thence South parallel with said West line of Hartrey Avenue, a distance of 450 feet more or less, in Cook County, Illinois

PARCEL 2: ...That part of the Northwest quarter of the Southwest quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the South line of Main Street, distant 50.0 feet Southeasterly, measured at right angles, from the center line between the two main tracks of the Junction Railway Company (now the Chicago and Northwestern Transportation Company), as said center line was originally located and established across said Section 24; thence Southwesterly parallel with said original center line between main tracks, a distance of 195 feet; thence Northwesterly at right angles to the last described course to a point distant 9.0 feet Easterly, measured radially, from the center line of Chicago and Northwestern Transportation Company Spur Track ICC No. 232, as said spur track was originally located; thence Northerly parallel with said spur track center line to a point distant 25.0 feet South easterly, measured at right angles, from the center line of the most Southeasterly main track of the Chicago and Northwestern Transportation Company, as originally located, thence Northeasterly parallel with said last described main track center line to a point on the South line of said Main Street; thence Easterly along said South line of Main Street, a distance of 20 feet, more or less, to the point of beginning, in Cook County, Illinois.

REC'D 11/13/17

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Property of Cook County Clerk's Office



# Real Estate Sale Contract

1. MAP Investments Incorporated, an Illinois corporation (Purchaser)  
 agrees to purchase at a price of \$ \_\_\_\_\_ on the terms set forth herein, the following described real estate  
 in Cook County, Illinois:  
Parcel I on Exhibit "A" attached hereto; Legal Description to be inserted by  
Seller's attorney upon approval by Buyer's attorney, which approval shall not be  
unreasonably withheld

commonly known as 2222 Main Street, Evanston, Illinois  
 together with the following property presently located thereon:  
an industrial building

2. Irving Tugend (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) easements, conditions and restrictions of record; (b) parties, public utility easements and roads and highways, if any; (c) parties  
 well-rights and agreements, if any; (d) mining leases and concessions (as listed in Schedule A attached); (e) special uses or encumbrances for improvements  
 not yet completed; (f) in a county not one of the four named in any special tax or assessment for improvements, heretofore completed; (g) mortgage or  
 trust deed specified below, if any; (h) general taxes for the year 1987 and subsequent years including taxes which may accrue by reason of new or  
 additional improvements during the year(s) 1987 and subsequent years;  
 provided same subject only to are not violated by the existing improvements and current use  
 thereof as an industrial building, including current access

3. Purchaser has paid \$ \_\_\_\_\_ 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 prorated taxes at the time of closing as follows: (strike language and subparagraphs not applicable)

(a) ~~The payment of \$ \_\_\_\_\_~~  
 (b) The payment of \$ \_\_\_\_\_ and the balance payable as follows:  
purchase money seller financing with amortization of ten (10) years and  
final payment due in four (4) years, with interest payable at the rate of \_\_\_\_\_  
percent annually, with monthly payments of principal and interest in the amount of \_\_\_\_\_

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 E, or, if not  
 this attachment, the forms prepared by \_\_\_\_\_ and identified as Net,  
 and by a security agreement (as to which Purchaser will execute or cause to be executed and governing 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 form appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy  
 covering the mortgage, trust deed, and the security agreement, and the assignment of rents, and the note and trust deed, all of which shall be held in by  
Katz, Randall & Weinberg, a reasonably acceptable title insurer.

Buyer shall deliver a Guaranty of the Note and Mortgage in the form attached hereto as Exhibit  
 (c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed, and the payment of the purchase price, shall constitute  
 Purchaser [does] [does not] agree to assume aggregating \$ \_\_\_\_\_ of existing 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  
 indebtedness.

4. Seller, at his own expense, agrees to furnish Purchaser a complete plot of survey of the above real estate, as required by law, the same having  
 been made, in compliance with the Illinois Land Survey Statute.

5. The time of closing shall be on January 20, 1988 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 Insurance Company or 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 Hallmark & Johnson and Coldwell Banker  
 in the amount set forth in the broker's listing contract or as follows: \_\_\_\_\_

7. The earnest money shall be held by Katz, Randall & Weinberg  
 for the mutual benefit of the parties.

8. Seller warrants that following the consummation of this sale, the title to the real estate shall be free from any lien, claim, or encumbrance, and that the  
 governmental authority of zoning, building, fire, health, and sanitation in respect to the real estate shall have not been lawfully amended.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser 03  
 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 6, 1987  
 Purchaser MAP Investments Incorporated, an Illinois corporation (Address) 2230 Main Street  
Evanston, Illinois 60202  
 Purchaser By: Philip J. Zera, President (Address) \_\_\_\_\_  
 ITS: \_\_\_\_\_ (Address) \_\_\_\_\_  
 Seller Irving Tugend (Address) 15 Park Row, Room 804  
New York, New York 10038  
 Seller \_\_\_\_\_ (Address) \_\_\_\_\_

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

A. U. T. Israel Tugend

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CONDITIONS AND STIPULATIONS  
**UNOFFICIAL COPY**



1. 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, ~~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 (a) the general exceptions contained 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 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 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.

~~which Purchaser refuses to accept within 15 days after delivery of the title commitment~~  
~~which Purchaser refuses to accept within 30 days after delivery of the title commitment~~

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. **It is understood that Purchaser shall pay the cost of the foregoing survey which shall show all improvements to the property to be within all lot and building lines and no violations or encroachments over any easements or lot or building lines.**

**August 25, 1987**

3. ~~Items, Premiums under~~ ~~insurance policies, water and other utility charges, ~~property taxes, general taxes, assumed interest on mortgage-in-debt to whom, if any, and other 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 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~~ ~~be adjusted as follows:~~~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All provisions are final unless provided otherwise herein. Excepting ~~from and assignable~~ ~~to the 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.

\*\*\* Purchaser's sole remedy in the event of the existence of survey defects shall be, at its option, to terminate this agreement.

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.

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.

10. Purchaser accepts title subject to the remaining 4 years of a special assessment in the approximate amount of \$2,500.00 per year (including interest) for the vacated alley adjacent to the real estate. Such assessments will be prorated through August 25, 1987.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

88043864

Rider Attached to and made part of that certain Real Estate Sale Contract Dated August 6, 1987 by and between MAP INVESTMENTS INCORPORATED, an Illinois corporation, as Buyer (hereinafter referred to as "Buyer") and IRVING TUGEND, as Seller (hereinafter referred to as "Seller") for the PROPERTY commonly known as 2222 Main Street, Evanston, Illinois

1. Condition of Property: Buyer acknowledges that he (or his representatives) has fully examined the premises and the improvements located thereon and Buyer is satisfied with the physical condition, quality, quantity and state of repair of the premises and the improvements in all respects and that the same is acceptable to Buyer "AS IS" and Buyer agrees that no other representations, statements or warranties have at any time been made by Seller, or its agents as to the physical condition, quality, quantity or state of repair of the premises or the improvements or personal property located thereon.

~~2. Seller's Condition to Close: Seller shall be under no obligation to close this transaction unless he procures from the brokers, Hallmark & Johnson and Coldwell Banker, an agreement stating that they will share the commission and that in no event shall Seller be obligated to pay a commission greater than six (6%) percent of the purchase price; provided, however, that said agreement be procured within three (3) days after Seller's acceptance of this Agreement.\* \*Unless Seller provides written notice to Buyer within such 3 day period, this Contract shall be in full force and effect.~~

2. Buyer - Exchange Property: The Buyer desires to acquire the real estate in exchange for other property or properties of like kind owned by Buyer and to have this transaction qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code. Seller agrees to allow the real estate to be acquired by an escrow/trust established to facilitate such exchange instead of by Buyer; provided, however, Buyer shall indemnify Seller from and against all loss, cost and expense incurred relating to such exchange.

3. Seller - Exchange Property: If the Seller desires to sell the real estate in exchange for other property or properties of like kind and to have this transaction qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code, Buyer agrees to cooperate in permitting an escrow/trust to be established to facilitate such exchange; provided, however, Seller shall indemnify Buyer from and against all loss, cost and expense incurred relating to such exchange.

4. Entry to Premises: ~~Seller~~ Buyer shall be permitted to enter the Premises, for the purpose of allowing its architect to develop plans for the use or rehabilitation of the Building.

SELLER:

IRVING TUGEND

*Irving Tugend*

*H.A.A. Israel Tugend*

BUYER:

MAP INVESTMENTS INCORPORATED, an Illinois corporation

By: *Philip V. Zera*

Its: \_\_\_\_\_ President

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

HE10438857

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RIDER ATTACHED TO AND PART OF THIS INSTRUMENT  
 THAT BEARING DATE 01/25/88 IS HEREBY  
 REVOKED AND THE INSTRUMENT BEARING DATE 01/25/88  
 IS HEREBY REINSTATED AS IF IT HAD NEVER BEEN  
 REVOKED.

1. Condition of Property. Buyer acknowledges that  
 the representations and warranties made by Seller in the  
 instrument located between and after the first and  
 second condition sections, including the section  
 entitled "WARRANTY OF TITLE", and any other  
 statements and the representations made by Seller  
 are true and correct and that Buyer is not  
 purchasing the property on any other basis.

2. Assessments. Buyer acknowledges that the  
 property is subject to the following assessments:  
 (a) The property is subject to the following  
 assessments:

(b) The property is subject to the following  
 assessments:

(c) The property is subject to the following  
 assessments:

(d) The property is subject to the following  
 assessments:

(e) The property is subject to the following  
 assessments:

11/27/88 11:00 AM \* 001 - 043867  
 \$16.59

16 Mail



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MAIN

Hereafter as well as "Selling 30-40-50 and 60-foot wide streets" and "The following provisions are to apply to all streets"

STREET

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REDA38857

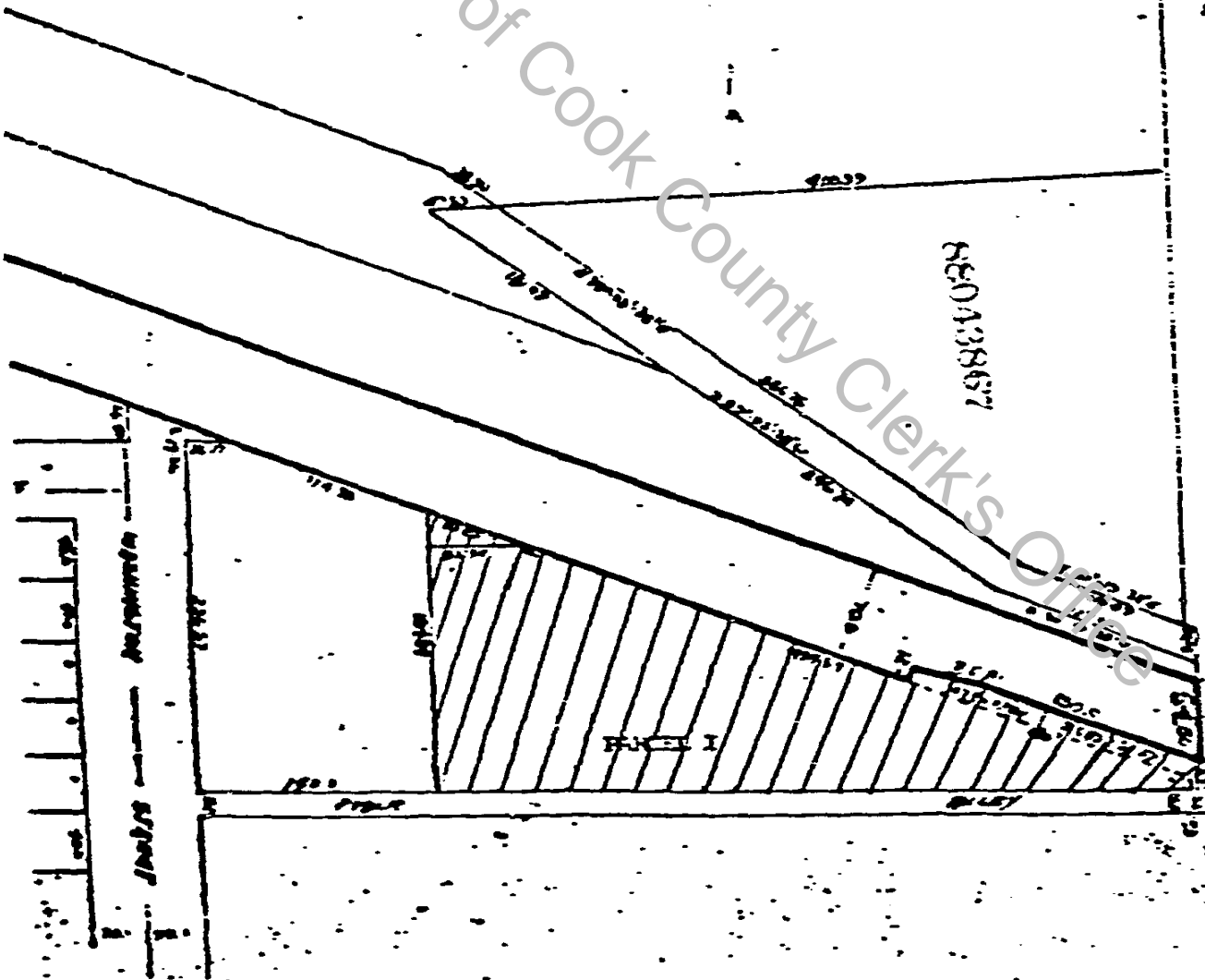


EXHIBIT A

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Vertical text on the left side of the page, possibly a title or address, which is mostly illegible due to the scan quality.

