



# UNOFFICIAL COPY

NORTHWEST SUBURBAN BOARD OF REALTORS, INC.  
REAL ESTATE CONTRACT

Return to: G. Pilecki  
1272. Main St.  
Roselle, Ill.  
60112

88176418

TO: Joseph N. Stella ("SELLER") DATE: 12/21/87

1. OFFER TO PURCHASE: I/we TADDEUS & JUSTYNA KRAFFT ("Purchaser") of

1712 FOREST COVE DR. Mount Prospect, IL City State Zip

offer to purchase the property commonly known as 2118 STANLEY CT. Street

DELAWARE County State

SEE EXH. A. See description of legal description (The parties reserve the right to attach the legal description at a later date, together with improvements thereon including ventilating and central air conditioning equipment if on premises, heating, lighting and plumbing fixtures, cabinets, planted vegetation)

2. PERSONAL PROPERTY: The following is the personal property which is now located on the premises and for which a Bill of Sale is to be given at the closing

STRIKE (INAPPLICABLE ITEM(S)) DISPOSABLE DISHWASHER, SINK, REFRIGERATOR, WASHING MACHINE, DRYER, HALL CLOSET, FROST, ALL WINDOW TREATMENTS

EXCLUDE MASTER BED ROOM

3. TIME FOR ACCEPTANCE: This offer shall be null and void if not accepted by Seller within 10 days and in such event, all earnest monies deposited shall immediately be returned to Purchaser

4. PURCHASE PRICE: The purchase price is \$ 75,000 ~~75,000~~ 74,000

5. EARNEST MONEY: Purchaser has paid earnest money in the amount of \$ 1,000 The initial \$ 1,000 by cash or check and \$ 1,000 in the form of a promissory note to be redeemed within 10 days of acceptance hereof

Earnest money and this contract shall be held by Joseph N. Stella REALTOR as Escrower for the benefit of the parties. If Purchaser defaults, earnest money shall be forfeited. At Seller's option, such forfeiture may be in full settlement of all damages if Seller defaults, earnest money, at the option of the Purchaser, shall be refunded to Purchaser, but such refunding shall not release Seller from the obligation of this Contract, nor from the obligation to pay a REALTOR'S commission. If a dispute arises between the Seller and the Purchaser as to whether a default has occurred, REALTOR shall hold the earnest money and pay it out as agreed in writing by Seller and Purchaser. In the event that agreement cannot be reached by Seller and Purchaser within thirty (30) days after written notice to REALTOR, that such a dispute has arisen, the parties hereto agree that the REALTOR may deposit the funds with the Clerk of the Circuit Court and the parties hereto agree to indemnify and hold the REALTOR harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands. Said amounts to be borne equally by both Seller and Purchaser.

6. PAYMENT OF THE PURCHASE PRICE: The payment of the purchase price, subject to applicable provisions, including earnest money, shall be paid as follows (strike subparagraphs not applicable)

(a) All in cash, cashier's check or certified check

(b) The acceptance of the title to the real estate encumbered by a mortgage or trust deed of record securing a principal indebtedness which the Purchaser does agree to assume aggregating approximately 75,000 bearing interest at the rate of 12 3/4 per year, and the payment of a sum in the form of cash, cashier's check or certified check, which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price. The parties agree to sign mortgage assumption documents as required by the legal holder of the note, with the assumption expense to be paid by the Purchaser.

(c) The acceptance of the title to the real estate subject to a mortgage or trust deed of record securing a principal indebtedness which Purchaser agrees to pay, aggregating approximately 75,000 bearing interest at the rate of 12 3/4 per year and the payment of a sum in the form of cash, cashier's check or certified check, which represents the difference between the amount due on the indebtedness at the time of closing and the purchase price. The Purchaser agrees to sign a document in a form satisfactory to the Seller, which indemnifies Seller from any liability with respect to the said mortgage or trust deed which may result from payment of Purchaser.

(d) If the first mortgage insurance premium has been prepaid on the existing mortgage or (c) above, then the Seller shall receive from Purchaser a prorated credit for prepaid premium based upon a 30 year straight line proration, in the amount of approximately 100

7. MORTGAGE COMMITMENT: (Strike paragraph if inapplicable) This Contract is subject to the condition that Purchaser be able to procure by Feb 3, 1988 a firm commitment for a 30 year loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ 75,000 or such lesser sum as Purchaser accepts, with interest not to exceed 12 3/4 per year plus private mortgage insurance, if required, to be amortized over 30 years, the service charge for such loan not to exceed 100

If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller in writing thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser, provided that if Seller or REALTOR, at Seller's option within thirty (30) days following Purchaser's notice, procures for Purchaser such a commitment of no less than that which Seller requested, then this Contract shall remain in full force and effect. In such event, Purchaser shall furnish to Seller all requested credit and other references, and Seller shall, at Seller's option, pay the mortgage application and the securing of a mortgage commitment and such other documents that may be necessary to allow Seller to obtain such a commitment of no less than that which Seller requested, provided that if Seller is not so notified by Purchaser, Seller shall be deemed to have secured such commitment of no less than that which Seller requested.

8. TIME AND PLACE OF CLOSING: The closing or escrow pay out, shall be on Feb 3, 1988 or at such time as mutually agreed to in writing provided title has been shown good and merchantable or accepted by Purchaser. By conveyance by stamped recordable warranty deed with release of dower or homestead rights for other appropriate deed if title is in trust or in an estate and payment of the purchase price, including earnest money and delivery of purchase money mortgage, if any

(b) This sale shall be closed at the office of the Purchaser's mortgagee, or if none, at the office of the Seller's attorney, or if not, at the office of the REALTOR, unless some other place shall be mutually agreed upon.

9. TITLE: Title, when conveyed shall be good and merchantable, subject only to (strike inapplicable provisions) General taxes for 19 87 and subsequent years, special taxes or assessments for improvements not yet completed, building lines and building and liquor restrictions of record, zoning and building laws and ordinances, public utility easements, public roads and highways, easements for private roads, private easements, covenants and restrictions of record as to use and occupancy, party wall rights and agreements, mortgage or trust deed as described herein.

10. PRORATIONS: (Strike real estate taxes based on the most recent ascertainable real estate taxes. If the current real estate taxes are based on the fact that the Seller qualifies for a Homestead exemption, Seller agrees that he has or shall have executed all documents prior to or at the closing necessary to preserve said exemption) rent, if any, association dues, if any, water taxes, fuel, prepaid service contracts, accrued interest on mortgage indebtedness and other proratable items shall be prorated to the date of possession.

(b) Seller represents that as of the date of acceptance hereof the monthly association dues pertaining to the property are 100 (strike if inapplicable)

11. POSSESSION: Possession shall be delivered not later than Feb 15, 1988 or such time as mutually agreed to in writing provided title has been delivered when Seller has vacated the premises and delivers the keys to the premises to Purchaser or to the office of the listing REALTOR. In the event possession is not delivered at closing

(a) Seller agrees to pay at closing the sum of \$ 27.00 per day to the Purchaser for the use and occupancy from the date of closing to the possession date specified in this contract.

(b) Seller shall deposit in escrow with the listing REALTOR, at closing, the sum of 2% of the sale price to guarantee that possession of the property shall be delivered to Purchaser on or before the date specified in this Contract. If possession is so delivered, the escrow fund shall be paid to the Seller. If possession is not so delivered, the listing REALTOR shall pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day for each day possession is withheld from Purchaser after such specified date, and shall pay the balance of the escrow fund, if any, to the Seller.

12. BROKERAGE FEE: Seller shall pay a brokerage fee, as agreed in the listing agreement to 3% To General Homes, Baldacci REALTOR

13. RIDERS AND GENERAL CONDITIONS: This Contract is subject to the General Conditions on the back page hereof and NORTHWEST SUBURBAN BOARD OF REALTORS and NORTHWEST SUBURBAN BAR ASSOCIATION approved Rider numbers 130, 156, 250 attached hereto, which Riders and General Conditions are made a part of this Contract.

### SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

WE UNDERSTAND THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE SELLER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALLY BINDING CONTRACT AND ALL PARTIES AGREE TO PERFORM THE TERMS AND CONDITIONS THEREOF

Purchaser's Mailing Address (Please Print) Street City State Zip

Purchaser: Taddeus & Justyna Krafft

Seller: Joseph N. Stella

Prepared by Hank Faravochi 890 N. Roselle 1000, Est. 1960

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12-20-08

EVIDENCE OF TITLE... the time of closing as evidence of title in favor of Grantor, one of the following:

(a) Owner's Duplicate Certificate of Title, issued by the Registrar of Titles, a certified copy thereof, and a Torrens Tax and Special Assessment search bearing a date not more than 45 days prior to closing.

(b) A title insurance policy or commitment for title insurance by a title company licensed to do business in the State of Illinois bearing a date subsequent to the date of the acceptance of this offer, but issued not more than 45 days prior to closing...

In the event the title subject property is registered in the Torrens system, and the Purchaser or Purchaser's mortgage desires a title insurance policy in addition to a Duplicate Certificate of Title issued by the Registrar of Titles, the same shall be obtained at Purchaser's expense.

Every certificate of title, title insurance policy or commitment for title insurance furnished by Seller shall be subject to the provisions of the Torrens Act and the Torrens Regulations and the provisions of the Torrens Act and the Torrens Regulations shall apply to the same.

15. LOSS: If prior to closing, improvements on the property shall be destroyed or materially damaged by fire or other casualty, this Contract, at the option of Purchaser, shall become null and void.

16. SURVEY: Prior to closing, Seller shall furnish a survey by a licensed land surveyor made not more than six (6) months prior to date of closing, showing that all improvements presently located on the real estate, including buildings, fences, roads, bridges, ditches and other ways are shown thereon, and showing no easement, right-of-way or other encumbrance of any kind or character, and showing the location of all easements, rights-of-way or other encumbrances of any kind or character.

17. PAYOUTS: Existing mortgages and other indebtedness may be paid out of the proceeds of the sale of the property.

18. MORTGAGE PLACEMENT: Purchaser may record a mortgage on this property and apply the proceeds on purchase.

19. DEBRIS REMOVAL: Seller shall remove from premises by date of possession all debris and refuse, and shall not be liable for the same.

20. EASEMENTS: Seller shall warrant that there are no easements or other interests in the property which are not shown on the survey or which are not shown on the survey and which are not shown on the survey.

21. NOTICES: All notices required shall be in writing and shall be served on the parties at the mailing addresses indicated herein. If served by mail, the date of mailing of the notice by registered or certified mail, return receipt requested, shall be effective.

22. ESCROW: If the purchase price is to be paid in installments, the parties shall agree to the terms of the escrow. The escrow shall be closed through an escrow agent, and the escrow agent shall be a banking institution, or a person or persons appointed by the parties, or a person or persons appointed by the parties, or a person or persons appointed by the parties.

23. SURVIVAL OF ESCROW: This escrow and other provisions contained in this Contract which require additional acts after the closing shall survive the closing and the conveyance of the deed and shall continue in effect upon the parties hereto.

24. TAXES: If the tax bill for the current year when assessed is in excess of ten percent (10%) of the amount of the purchase price, the parties hereto shall not be liable for the full amount of the taxes, unless paragraph 24 (b) hereof is applicable.

25. PAYMENT OF TAXES: The purchase price shall be deposited in an escrow account, and the purchase price shall be paid to the seller by the escrow agent, and the purchase price shall be paid to the seller by the escrow agent, and the purchase price shall be paid to the seller by the escrow agent.

26. SIGNATURE OF REALTY BROKER: Seller agrees to surrender possession of the real estate to the purchaser on the date of closing, and the purchase price shall be paid to the seller by the escrow agent.

27. INSPECTION: Purchaser has the right to inspect the property, and the purchase price shall be paid to the seller by the escrow agent, and the purchase price shall be paid to the seller by the escrow agent.

28. SIGNATURE OF INTEREST: When Purchaser are husband and wife, their interest in the property shall be in joint tenancy with right of survivorship unless otherwise provided herein or directed by the purchasers.

29. PAYMENT OF TAXES: Seller shall pay the amount of any transfer tax imposed by local ordinance, unless otherwise imposed by such ordinance. Both Seller and Purchaser shall pay the amount of any transfer tax imposed by local ordinance, unless otherwise imposed by such ordinance.

30. CONSTRUCTION OF TERMS: Where appropriate, the singular includes the plural and the masculine or feminine includes the other.

31. TIME: This is of the essence of this Contract.

32. SIGNATURE OF REALTY BROKER: Seller agrees to surrender possession of the real estate to the purchaser on the date of closing, and the purchase price shall be paid to the seller by the escrow agent.

33. SIGNATURE OF REALTY BROKER: Seller agrees to surrender possession of the real estate to the purchaser on the date of closing, and the purchase price shall be paid to the seller by the escrow agent.

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ExH. A

LEGAL DESCRIPTION

PARCEL 1:  
UNIT 4 AREA 19 LOT 1 IN SHEFFIELD TOWN UNIT FOUR, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1971 AS DOCUMENT 21669881 IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
EASEMENT APPURTENANT TO PARCEL 1 AS SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT 21699881 AND IN DECLARATION RECORDED AS DOCUMENT 21298600 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-18-202-149

COMMONLY KNOWN AS: 2118 STANLEY, SCHAUMBURG, ILLINOIS

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88176418

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PROPERTY OF

NOTED: THE ABOVE PROPERTY IS THE PROPERTY OF THE COUNTY OF COOK, ILLINOIS, AND IS SUBJECT TO THE PROVISIONS OF THE PROPERTY TAX ACT, ILLINOIS, AND THE PROPERTY TAX COLLECTION ACT, ILLINOIS. THE PROPERTY IS SUBJECT TO THE PROVISIONS OF THE PROPERTY TAX ACT, ILLINOIS, AND THE PROPERTY TAX COLLECTION ACT, ILLINOIS.

PROPERTY OF THE COUNTY OF COOK, ILLINOIS, AND IS SUBJECT TO THE PROVISIONS OF THE PROPERTY TAX ACT, ILLINOIS, AND THE PROPERTY TAX COLLECTION ACT, ILLINOIS.

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Property of Cook County Clerk's Office

1/1/19

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TADEUSZ KRAFFT 11-87  
JUSTYNA M. KRAFFT

12-18-1987

2-00/110

Pay to the order of REYAX \$ 1000.—  
ONE THOUSAND Dollars

Northern Trust Bank O'Hare N.A.  
2701 W. Higgins Road Chicago, Illinois 60631

Memo check payment 218

*Tadeusz Krafft*

⑆071000806⑆ ⑆1024880⑆ 0115

Property of Cook County Clerk's Office  
88176118

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RECEIVED  
 COUNTY CLERK  
 COOK COUNTY  
 CHICAGO, ILL.

J. P. KELLY  
 J. P. KELLY  
 J. P. KELLY

J. P. KELLY  
 J. P. KELLY  
 J. P. KELLY

J. P. KELLY  
 J. P. KELLY  
 J. P. KELLY

Property of Cook County Clerk's Office

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RIDER 150

## FHA VALUATION CLAUSE

This Rider is made a part of and incorporated into a Real Estate Contract dated Dec 7, 87 for the sale of the property commonly known as 2118 STANLEY ST. SCHAMBERG

entered into by JOSEPH & PAULA STELLA, Seller(s),  
and TEDRUS & JUSTYNA KRAFFT, Purchaser(s).

A. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the Seller has delivered to the Purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ ~~77,500~~ 74,000 (which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

B. Seller agrees to pay to Purchaser's mortgage lender, as a loan discount, an amount equal to, but not greater than, 1 % of Purchaser's mortgage loan, provided further that if allowed by FHA regulations Purchaser agrees to pay its lender any loan discount required in excess of the amount agreed to herein by Seller not to exceed 0 % of Purchaser's mortgage loan.

C. Seller shall have the option of cancelling this Contract in the event that the FHA Conditional Commitment or the governmental authority having jurisdiction over the subject premises requires improvements and/or repairs being made to the subject premises.

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D. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Joseph M. Stella  
Paula Stella  
Seller(s)

Tedrus Krafft  
Justyna Krafft  
Purchaser(s)

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COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

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Notary Public

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Notary Public

\_\_\_\_\_  
Notary Public



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RIDER 130

## ATTORNEYS' APPROVAL

This Rider is made a part of and incorporated into a Real Estate Contract dated DEC 7, 87 for the sale of the property commonly known as 2118 STANLEY ST. SCHAMBERG, ILL. entered into by JOSEPH & PAULA STELLA, Seller and TEDEUSZ & JUSTYNA KRAFFT, Purchaser.

The parties agree that their respective attorneys may approve and make modifications, other than stated purchase price, mutually acceptable to the parties, within five (5) business days after the acceptance date of the Contract. If the parties do not agree and written notice thereof is given to the other party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. 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.

The Seller directs the listing broker that Seller's property will not be shown to prospective Purchaser and no additional offers shall be presented or reviewed by the Seller during the above contingency period.

Joseph A. Stella  
Seller

Clive J. Stella  
Seller

JOANN PASCHEN 381-8648

Seller's attorney & phone number, if known

Robert Krafft  
Purchaser

Justyna Krafft  
Purchaser

Purchaser's attorney & phone number, if known

88176418

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STATE OF ILLINOIS

The following is a copy of the original document filed for recording in the Public Land Office of Cook County, Illinois, on this [illegible] day of [illegible] 19[illegible].

This document is a copy of the original document filed for recording in the Public Land Office of Cook County, Illinois, on this [illegible] day of [illegible] 19[illegible].

The following is a copy of the original document filed for recording in the Public Land Office of Cook County, Illinois, on this [illegible] day of [illegible] 19[illegible].

Property of Cook County Clerk's Office

[Illegible signature and text]

[Illegible text]

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RIDER 250

## CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES

This Rider is made a part of and incorporated into a Real Estate Contract dated DEC 7, 19 87, for the sale of property commonly known as 2118 STALEY CT. SCHAMBERG, IL.

entered into by JOSIEPH & PAULA STELLA as Seller(s), and TAD & JUSTYNA KRAFFT as Purchaser(s).

Seller represents that all systems, equipment and appliances, if any, to be conveyed by Deed or sold by Bill of Sale, including but not limited to the following, will be in operating condition on the date and time of closing. All mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical personal property to be transferred to the Purchaser, with exception of the following:

DISHWASHER AS IS (JK) (JK)

**TIVAT**  
11/20

88176418

Joseph N. Stella

Joseph Krafft

Paula Stella

Justyna Krafft

Seller(s)

Purchaser(s)

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NORTHWEST SUBURBAN BAR ASSN.  
NORTHWEST SUBURBAN BOARD OF REALTORS

88176418

DEPT-91 RECORDING \$17.00  
11/11 152N 9947 94/27/88 19:42:09  
#1031 # 9 \*-35-1, 54 18  
COOK COUNTY RECORDER

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UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE