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52 9—(a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior to the time of closing, a title commitment for an owner's life insurance policy issued by a title insurance company
53 licensed to do business in the State of Illinois in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantee subject only to (1) the conditions and stipulations
54 and standard or general exceptions contained in the owner's policy issued by that company, (2) the title exceptions set forth above, in paragraph 4(b), and (3) title exceptions which may be removed by the payment of money at
55 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. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee
56 in recording mortgage and bringing down title shall not be default of this paragraph. Every title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown, subject only to
57 exceptions as therein stated. As to all or any part of said real estate which, on the date of this contract, was registered in the Office of the Registrar of Titles of Cook County, the Seller may either (1) tender the title commitment
58 herein required, and a currently dated Registrar of Title's special tax search, or (2) exhibit the Owner's duplicate certificate of title or a certified copy thereof, and tender a currently dated Registrar of Title's special tax search and a
59 currently dated Registrar of Title's federal tax lien search. Every certificate of title or title commitment furnished by the Seller hereunder shall be conclusive evidence of good title as therein shown subject only to exceptions as
60 therein stated.

61 (b) If the title commitment discloses exceptions relating to title other than those referred to in paragraph 9(a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to have these exceptions removed
62 from the commitment. If Seller fails to have these exceptions removed within such 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
63 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,
64 and the earnest money shall be returned to the Purchaser.

10—GENERAL CONDITIONS

65 (a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract at option of Purchaser shall become null and void or Purchaser may elect to take an
66 assignment of Seller's insurance proceeds.

67 (b) Prior to closing, Seller shall furnish a survey by a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining properties) thereon and showing all
68 encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such improper
69 location or encroachment, Purchaser may, at its option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Purchaser
70 shall bear the cost of any later date survey which may be required by Purchaser's mortgagee or desired by Purchaser.

71 (c) Existing mortgage and lien indebtedness may be paid out of the sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

72 (d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale without warranty of merchantability or fitness for purpose. Seller also shall furnish Purchaser an
73 affidavit of title covering the time of closing, subject only to the title exceptions permitted by this contract and shall sign customary ALTA forms.

74 (e) Seller shall remove all debts from the real estate and improvements by date of possession. Purchaser shall have the right to inspect the real estate and improvements during the 48-hour period immediately prior to
75 closing to verify that the real estate, improvements and included personal property are in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

76 (f) The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling code violation which exists on the date of this contract from any city, village, or other governmental authority.
77 (g) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate
78 Settlement Procedures Act of 1974.

79 (h) Seller shall comply with the terms of any municipal ordinance for municipality in which the real estate is located relating to the transaction contemplated herein and shall provide to Purchaser at closing evidence of
80 compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

81 (i) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this agreement shall be in writing and shall be made to the parties hereto at the
82 addresses which appear after their names (or at such address as each may by written notice to the other designate) by personal delivery or by certified or registered mail. In the case of mailing, notice shall be deemed to be given
83 as of the date notice is placed in the United States mail, postage prepaid.

84 (j) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that neither the Seller, broker, nor any of their agents have made any representations with respect to any material fact relating to the real
85 estate, its improvements and included personal property unless such representations are in writing and, further, that Purchaser has made such investigations as Purchaser deems necessary or appropriate to satisfy Purchaser
86 that there has been no deception, fraud, false pretenses, false promises, misrepresentations, concealments, suppressions, or omission of any material fact by the Seller, the broker, or any of their agents relating to the real estate,
87 its improvements and included personal property.

88 (k) Purchaser shall furnish flood insurance required by any lender and shall pay any usual and customary processing costs or charges required by any lender.

89 (l) Time is of the essence, provided that Seller and Purchaser may change any date or time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.

90 (m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall
91 execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Purchaser shall have no liability, either actual or potential under the Act.
92

The terms of the Rider(s) consisting of 1 pages attached hereto is made a part hereof.

This contract is provided as a courtesy by the North Shore Board of Realtors®, which assumes no responsibility for its legal sufficiency or contents.

81-36738

Cook County Clerk's Office

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THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 9/21, 1987 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 24 St. Armand, Wheeling ILLINOIS, ENTERED INTO BY Fittsholder of Record ("SELLER") AND Pete Weinberg ("PURCHASER")

1) ATTORNEY'S APPROVAL

This contract is contingent upon the approval hereof as to form by the attorney(s) for Purchaser and Seller within 5 days after Seller's acceptance of this contract.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

The notice of disapproval may be given by either party hereto or by their respective attorney. For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller, if such notice of disapproval is being made on behalf of Purchaser. If such notice of disapproval is being made on behalf of Seller, said notice shall be deemed given on the date when such notice is received by Purchaser or the Cooperating Broker, if any, as representative of Purchaser for the limited purpose of the receipt of notices under the terms of this Rider.

2) INSPECTION

This contract is contingent upon approval by Purchaser of the condition of the real estate as evidenced by an inspection conducted, at Purchaser's expense and by a contractor selected by Purchaser, within 5 days after Seller's acceptance of this contract. Purchaser shall indemnify Seller from and against any loss or damage to the real estate caused by the acts of negligence of Purchaser or the person performing such inspection.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller.

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3) SELLERS REPRESENTATIONS

Notwithstanding anything to the contrary contained in this contract, Seller represents that all heating, central cooling, ventilating, lighting and plumbing fixtures and systems on the real estate and all appliances to be transferred to Purchaser pursuant to this contract are in working order and will be so at the time of closing. Purchaser shall have the right to inspect the fixtures, systems and appliances during the 48-hour period immediately prior to closing to verify that such are in working order and in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

4) INTEREST BEARING ACCOUNT

Seller and Purchaser agree that the earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be paid to Purchaser at the time of closing or upon termination of this Contract.

Purchaser's Social Security Number: 354-18-0465

PURCHASER:

Pete Weinberg

SELLER:

Shirley E. Huvitz
532 Burton Ave. Highland Park
Ill. 60035

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20__.

Clerk of the Court

[Name]

[Name]

[Name]

87788888

[Name]

[Name]

[Name]

[Name]

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION:

LOT 236 IN HOLLYWOOD RIDGE, UNIT 5, BEING A RESUBDIVISION IN SECTION 3 AND SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. #03-03-312-001-0000

Copy - Address

*24 ST. ARMAND
WHEELING, IL.*

DEPT-01 RECORDING \$14.25
T#1111 TRAN 0499 07/05/88 12:17:00
#0041 # 4 * -BB-293778
COOK COUNTY RECORDER

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