



# UNOFFICIAL COPY Real Estate Sale Contract

CHICAGO TITLE AND TRUST COMPANY · ILLINOIS FORM 81

88313295

1. Rhonda L. Shane (Purchaser)  
agrees to purchase at a price of \$ 187,000.00 on the terms set forth herein, the following described real estate  
in Chicago County, Illinois: which legal description shall be  
inserted by Seller's attorney, with the prior approval of the Purchaser's attorney.

commonly known as '1009 West Dickens Avenue, Chicago, Illinois <sup>Part 1001</sup> and with approximate lot dimensions of  
~~-----, together with the following property presently located thereon: according to Plat of Survey prepared~~  
by John J. McTigue, Order No. 86-1300, dated November 25, 1987.

2. Russell Scimeca (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) ~~private, public and utility easements and roads and highways, if any;~~ (c) ~~party~~  
~~wall rights and agreements, if any;~~ (d) ~~existing leases and tenancies (as listed in Schedule A attached);~~ (e) ~~special taxes or assessments (or improvements~~  
~~not yet completed);~~ (f) ~~statements not due at the date hereof of 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 a year (e) -----; and to~~

3. Purchaser has paid \$ 2,000.00 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 \$ -----~~  
(b) The payment of \$ 17,000.00 and the balance payable as follows: The sum of \$168,000.00 payable  
in monthly installments of principal and interest in the amount of \$1,232.73 each,  
including interest on the unpaid principal balance at the rate of 8% per year, with a  
final payment due on the second anniversary of the closing of this transaction,

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 ~~used by Chicago Title and Trust Co.~~  
of this attachment, the forms prepared by ~~----- and identified as Note -----~~ 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. Payments on the note will be due on the  
5th day of each month, with a 5 day "grace period" thereafter  
~~(If a Schedule D 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) (does not) agree to assume) aggregating \$ ----- by financing 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.

5. The time of closing shall be on May, 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 & Trust Co. 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 -----  
in the amount set forth in the broker's listing contract or as follows: -----

7. The earnest money shall be held by Russell Scimeca  
for the mutual benefit of the parties.

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 3 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 May, 1988  
Purchaser [Signature] c/o Baird & Warner  
(Address) 1825 North Lincoln Plaza  
Purchaser [Signature] (Address) Chicago, Illinois 60614  
Seller [Signature] (Address) 2005 North Sheffield Avenue  
Seller (Address) Chicago, Illinois 60614

\* 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

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.

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 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 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: \_\_\_\_\_

All prorations are final unless provided otherwise herein. Existing leases and 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 expense 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. This Contract is subject to a two (2) page Rider, which is attached to and made a part hereof.

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RIDER TO REAL ESTATE SALE CONTRACT  
BY AND BETWEEN RHONDA L. SHANE, AS PURCHASER,  
AND RUSSELL SCIMECA, AS SELLER, FOR THE PREMISES COMMONLY KNOWN  
AS UNIT 1009 AT DICKENS LANE CONDOMINIUMS,  
1009 WEST DICKENS AVENUE, CHICAGO, ILLINOIS

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- R-1 Real estate taxes for 1987 shall be paid by seller, and evidence of such payment submitted to purchaser upon request. 1988 real estate taxes will be prorated at closing on the basis of 1/6 of the most recent ascertainable taxes, and will be repriorated between the parties upon receipt of the final 1988 real estate tax bill.
- R-2 Commencing January 1, 1989, purchaser will deposit in escrow the sum of \$200.00 per month to secure payment of real estate taxes, when due.
- R-3 Commencing January 1, 1989, purchaser agrees to pay a sum equal to 1/6 of the fire and extended coverage insurance premium on the premises.
- R-4 Seller warrants, for a period of one (1) year from the date of closing of this transaction, the continued good operating condition of all heating, central cooling, ventilating, lighting and plumbing fixtures and systems on the premises, as well as all appliances which are to be transferred to purchaser pursuant to this contract. Seller agrees to correct all structural or mechanical defects, whether in workmanship and/or materials, in the purchased unit or any limited common element exclusively serving the purchased unit, and their systems and appliances, to the extent such defects are specifically described in writing and a notice delivered to seller not more than one (1) year from the date of closing hereunder. Seller further agrees to assign to purchaser any and all warranties given by any manufacturer or vender covering any systems and or appliances on the premises. Seller agrees to execute this warranty, in final form, at the time of closing.
- R-5 All items enumerated on the "DICKENS TOWNHOMES" Information Sheet, which is hereto attached as Exhibit A, and made a part of this real estate sale contract, shall be included in the sale of the premises to purchaser, in addition to the following: washer and dryer, vacuum system, mirrors, sconces on premises, refrigerator, dishwasher, microwave oven, intercom system, garbage disposal, alarm system, ceiling fans, shower in upstairs bathroom, built-in closet wall in downstairs family room, lighting fixtures and carpeting.

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R-6 Seller represents that the legal and equitable title to the property which is the subject matter of this contract is held in a land trust under a trust agreement dated \_\_\_\_\_, 198\_, and known as Trust No. 27492, of which Chicago Title & Trust Company is the trustee. Seller is the sole beneficiary of this land trust and the only person authorized to exercise the power of direction under the trust agreement creating the trust. In consideration of the undertakings of the purchaser under this contract, seller expressly agrees to exercise the power of direction reserved to him under the trust agreement and to direct the trustee to perform this contract by delivery of a trustee's deed and other requisite instruments of transfer.

PURCHASER:

SELLER:

  
Rhonda L. Shane

  
Russell S. M. S. C. A. C.

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1003 DICKENS STREET  
CHICAGO, ILLINOIS 60614  
248-1025

STANDARD FEATURES

Computerized Alarm System, Intercom-Stereo, General Electric Appliances, ~~Central~~ Heating and Air Conditioning, Recessed Lighting, Electric Smoke Detectors, Ceiling Fans, Marble Fire Place, Oakwood Floors, Private Sundecks, Prewiring for Telephone, Cable T.V. Accessable, Low Association Fee, Central Vacuum System, One Car Garage, 1600 Square Feet, Fully Landscaped, Full Carpet and Paint, All units completely sealed by concrete blocks.

FEATURES BY ROOM

Lower Level Den - 17 x 16, Small Storage Closet, Crawl Space, Utility Closet, Wall to Wall Carpeting.

Lower Level Kitchen - 16 x 14, Oakwood Floor and Trim, Private Sundeck, Dishwasher, Electric Stove and Oven, Microwave, Refridgerator with Ice Maker and Dispenser, Pantry, Plenty of Cabinet Space.

Main Level Living Room - 16 x 18, Italian marble Fireplace, Oakwood Floor and Trim, Medium Size Closet, Bay Window.

Upper Level Loft (Second Bedroom) - 10 x 16, One Medium Closets, Italian Marble Bathroom with Shower, Balcony, Oakwood Floor and Trim.

Upper Level Master Bedroom - 16 x 15, Full Carpeting, One Large Closet, Two Medium Closets, Private Sundeck, Italian Marble Whirlpool Bath with Double Sinks and Skylight.

SELLING PRICE

\$199,000

OPEN HOUSE HOURS

Saturdays and Sundays, 12:00noon to 5:00pm (or by appointment)

ASK ABOUT OWNER FINANCING!

EXHIBIT "A"

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## LEGAL DESCRIPTION

PARCEL 1A:

THE WEST 17.02 FEET OF THE EAST 87.02 FEET OF LOTS 1 AND 2 IN BLOCK 1 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 10 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14

PARCEL 1B:

THE SOUTH 8.33 FEET OF THE NORTH 41.65 FEET OF LOTS 1 AND 2 (EXCEPT THE EAST 104.04 FEET) IN BLOCK 1 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 10 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1A AND 1B AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED JULY 7, 1988 AND RECORDED JULY 7, 1988 AS DOCUMENT 88298099 AND CORRECTIVE DECLARATION OF EASEMENTS RECORDED JULY 8, 1988 AS DOCUMENT 88299315 AND AS CREATED BY DEED FROM THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1985 AND KNOWN AS TRUST NUMBER 27492 TO \_\_\_\_\_ DATED JULY \_\_, 1988 AND RECORDED JULY \_\_, 1988 AS DOCUMENT LR 88 \_\_\_\_\_ FOR INGRESS AND EGRESS OVER THE PARKING SPACES REFERRED TO IN SAID DECLARATION.

PERMANENT INDEX NUMBER: 14-32-224-019-0000 (Volume 492)

This instrument was prepared by, and after recording should be returned to:

Kenneth S. Freedman  
Attorney At Law  
Suite 430  
29 South LaSalle Street  
Chicago, Illinois 60603

DEPT-01 RECORDING \$114.25  
T#2222 TRAN 0510 07/15/88 13:29:00  
#4745 # B \*-88-313  
COOK COUNTY RECORDER



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2025/04/02

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