



NORTHWEST SUBURBAN BOARD OF REALTORS, INC. REAL ESTATE CONTRACT 88364763

TO: BENJAMIN DIAZ and GRACIELA DIAZ ("SELLER") DATE: 7-18-88

1. OFFER TO PURCHASE: I/we MARTHA P. MIRANDA ("Purchaser") of

2348 S. Millard Chicago Illinois 60623 (Purchaser's address) City State Zip

offer to purchase the property commonly known as 2325 S. Millard Chicago Cook Illinois City County State

Lot approximately per survey (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) screens, storm windows and doors as exist, drapery rods, curtain rods, attached TV antenna, water softener, garage door receiver (opener) and transmitter(s); none

3. TIME FOR ACCEPTANCE: This offer shall be null and void if not accepted by Seller within 2 days, and in such event, all earnest monies deposited shall immediately be returned to Purchaser.

4. PURCHASE PRICE: The purchase price is \$ 29,000.00

5. EARNEST MONEY: Purchaser has paid earnest money in the amount of \$ 1,000.00. The initial \$ 1,000.00 by cash or check

6. PAYMENT OF THE PURCHASE PRICE: The payment of the purchase price, subject to applicable prorations, 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 (trust deed) of record securing a principal indebtedness which the Purchaser does agree to assume, aggregating approximately \$ 26,000.00 bearing interest at the rate of 10-3/4% per year, and the payment of a sum in the form of cash, a 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 mortgage.

7. MORTGAGE COMMITMENT: (Strike paragraph if inapplicable) This Contract is subject to the condition that Purchaser be able to procure by July 29, 19 88 a firm commitment for a conventional type loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ 26,000.00 or such lesser sum as Purchaser accepts, with interest not to exceed 10-3/4% a year plus private mortgage insurance, if required, to be amortized over 15 years. The service charge for such loan not to exceed three---3%.

8. TIME AND PLACE OF CLOSING: (a) closing or escrow pay out, shall be on 7-29-88 at such time as mutually agreed to in writing provided title has been shown good and merchantable and accepted by Purchaser, by conveyance by stamped recordable warranty deed with release of dower and homestead rights (or 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.

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 agreement, mortgage or trust deed as described herein.

10. PRORATIONS: (a) 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), rents, 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 \$ 0.00 (strike if inapplicable).

11. POSSESSION: Possession shall be delivered not later than 10 days after closing provided the sale has been closed. For purposes of this Contract, possession shall be deemed to have 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 \$ none 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 \$ 1,000.00 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 does not apply 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 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.

Date of Acceptance July 21, 19 88
Purchaser's Mailing Address (Please Print) 2348 S. Millard Chicago IL 60623
Purchaser Martha P. Miranda
Seller's Mailing Address (Please Print) 2325 S. Millard Chicago IL 60623
Seller Benjamin Diaz
Seller Graciela Diaz

88364763



88364767

REAL ESTATE CONTRACT

1. The parties to this contract are the Seller, [Name], and the Buyer, [Name]. The Seller is the legal owner of the property described in Article 2.

2. The property is located at [Address]. The Seller warrants that the property is free from all liens, mortgages, and other encumbrances.

3. The purchase price is \$[Amount]. The Buyer shall pay the purchase price in cash at the time of closing.

4. The closing shall take place on [Date] at [Time] at the office of the Seller.

5. The Seller shall provide a deed and all necessary documents to the Buyer at the time of closing.

6. The Buyer shall be responsible for all taxes and fees associated with the purchase of the property.

7. This contract shall be governed by the laws of the State of Illinois.

8. The parties agree that this contract is the entire agreement between them.

9. The Seller and Buyer have read and understood the terms of this contract and agree to be bound by its terms.

10. The Seller and Buyer have signed this contract in the presence of witnesses.

11. The Seller and Buyer have each signed a copy of this contract.

12. The Seller and Buyer have each retained a copy of this contract.

13. The Seller and Buyer have each agreed to pay the costs of this contract.

14. The Seller and Buyer have each agreed to be bound by the terms of this contract.

15. The Seller and Buyer have each agreed to be bound by the terms of this contract.

16. The Seller and Buyer have each agreed to be bound by the terms of this contract.

17. The Seller and Buyer have each agreed to be bound by the terms of this contract.

18. The Seller and Buyer have each agreed to be bound by the terms of this contract.

Property of Cook County Clerk's Office

88364767

88364767

# UNOFFICIAL COPY

9 5 3 6 4 7 6 3

LOT 13 (EXCEPT THE SOUTH 12 1/2 FEET THEREOF) LOT 14 AND LOT 15 (EXCEPT THE NORTH 8 FEET THEREOF) IN BLOCK 5 IN MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST FO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-26-109-006 Vol. 574

Commonly Known As: 2325 S. Millard, Chicago, Illinois 60623

Property of Cook County Clerk's Office



Return to:  
Larry Leavitt  
75. Dearborn, suite 1327  
Chicago, IL  
60603

88364763

DEPT-01 RECORDING  
1#22222 TRAN 4019 08/11/88 14:21:00 \$13.25  
#2986 # R \*--88--564765  
COOK COUNTY RECORDER

88364763

UNOFFICIAL COPY

Property of Cook County Clerk's Office



11/11/2008

11/11/08