

UNOFFICIAL COPY

REAL ESTATE SALE CONTRACT

89154413

Name and Address of Buyer Accey Hardy et ux Ann Howard Hardy
4244 W. Greenwood Avenue, Chicago, Illinois

Name and Address of Seller Walter S. Kopp
4711 W. Berkeley Avenue, Chicago, Illinois

Legal description of premises Lot 7 in Tract A, Variable Subdivision of the
South 41.75 Feet of Lot 4, All of Lot 5 and the North 10.2 Feet
of Lot 6, Together with Lots 11 to 12 in Block 14, Hutchings'
Subdivision of Block 5 in the Subdivision by Tract A of T. P.

Tract A of the East Half of the Southeast Quarter of Section 2, Town-
ship 23 North, Range 14, East of the Third Principal Meridian situated
in the County of Cook, and State of Illinois, Tract No. Berkeley Ave.
Street number

Size of lot

Personal property included

Price Five thousand and 20/100 Dollars (\$5,200.00)

Earnest money paid Five hundred Dollars (\$500.00)

Encumbrance deducted Approximate cost of above which remains
payable, i.e.

Cash to be paid on delivery of deed Total balance of purchase price.

Balance to be paid as follows

Survey of current date showing no encroachments to be furnished by Seller before closing.

Contract to be held by Andrew A. Berry, Jr.

Closing at office of Andrew A. Berry, Jr.

Earnest money to be held by Andrew A. Berry, Jr.

Name of broker

Agreement as to commission None to be paid.

Date of possession by Buyer Immediately upon closing.

LIENS AND ENCUMBRANCES

1. Above mortgage (s) or trust deed (s)
2. Building, building line and use or occupancy restrictions, conditions or covenants of record.
3. Easements and party wall agreements
4. General taxes for _____ and subsequent years
5. Installments of special assessments falling due after _____
6. Special assessments for improvements not yet completed
7. Zoning and building laws or ordinances
8. Roads and highways, if any
9. Existing leases as follows (to be assigned to Buyer)

THE FOLLOWING ITEMS ARE TO BE PRO-RATED TO DATE OF DELIVERY OF DEED

- | | |
|--|---|
| 1. Interest on encumbrances | 5. Water taxes |
| 2. Insurance premiums (Policies to be assigned to Buyer) | 6. Rents |
| 3. General taxes for _____ from _____ | 7. Janitor (including vacation allowance) |
| 4. Electric light and gas | 8. Fuel at market price |
| | 9. Any other usual items |

TITLE PAPERS

Seller is to furnish within twenty days the following title papers:

1. A merchantable abstract of title brought down to date hereof.
2. Commitment for title insurance issued by Chicago Title and Trust Company brought down to date hereof.
3. A Torrens certificate accompanied by a Torrens title tax search.

*Strike out all but one of 1, 2 and 3.

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REAL ESTATE SALE CONTRACT

BETWEEN

AND



GEORGE E. COLE
LEGAL FORMS

89451173

Property of Cook County Clerk's Office

Walter S. Kelly
Buyer

Dated

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Buyer agrees to buy said premises at the price stated, and on the terms and subject only to the liens and encumbrances herein stated, and Seller agrees to sell and convey said premises by deed.

deed, including the release and waiver of the right of homestead and dower. If the title papers show defects in title not included in the liens and encumbrances referred to above, Seller shall have an additional sixty days within which to cure or remove such defects. When the title papers show that Seller's title is subject only to said liens and encumbrances, Buyer shall within ten days pay the cash to be paid on delivery of deed, at which time the closing shall take place. At the closing Seller shall furnish such A. T. A. and other title affidavits as Buyer may reasonably request. Seller may use the proceeds of the sale hereunder to pay and have released encumbrances existing to the time of closing. Upon written notice of either party to the other, the sale hereunder may be closed in escrow, with _____ as escrow agent, and Seller and Buyer shall each pay one-half of the _____ as escrow agent's fees. If such defects in title are not cured or removed within the time herein prescribed, Buyer may at his option rescind this contract and have the earnest money refunded, whereupon this contract shall become null and void. If prior to delivery of the deed hereunder the improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of the Buyer, become null and void. If Buyer defaults in this contract, the earnest money is at the option of Seller to be forfeited as liquidated damages, first paying the real estate broker for any expenses incurred and a commission in the amount of _____ per cent of the commission otherwise payable, and rendering the balance to Seller, and the contract shall become null and void. If a commitment for title insurance is furnished as aforesaid, Seller shall, within fifteen days after closing, furnish an owners title insurance policy in the usual A. T. A. form for the full amount of the purchase price. Notices may be served on either party by mail at their last addresses and no tender of deed or purchase money shall be necessary, but a failure to appear upon notice to close at the place mentioned in this contract shall be a default. Time is of the essence of this contract.

Seller warrants to Buyer that no notice from any city, village or other governmental authority of any dwelling code violation has heretofore been issued and received, by the owner or his agent with respect to any dwelling structure on said premises.

COOK COUNTY RECORDER

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