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STATE OF ILLINOIS)
COUNTY OF C O O K)

89510455

SS:

DEPT-11 119.25
FBI/DOJ TRANSPORT DIVISION
FBI/DOJ - 89-510455
COO COUNTY RECORDER

AFFIDAVIT OF INTEREST

NOW COMES ASRAF S. MANJI, being first duly sworn upon oath, and deposes and states as follows:

1. On or about September 13, 1989, he was the successful offeror in the purchase of the property legally described in the attached Exhibit A.
2. That he entered into a contract with JOSEPH M. EPPS and J. EPPS, husband and wife (hereinafter "Sellers"), which is also attached as Exhibit B.
3. ASHRAF S. MANJI claims an interest in the property described herein based upon his deposit of funds with the Sellers' Broker and in respect to the real estate contract entered into herein.

IN WITNESS WHEREOF, ASHRAF S. MANJI HAS SET FORTH HIS HAND AND SEAL THIS 18TH DAY OF OCTOBER, 1989.

Ashraf S. Manji
ASHRAF J. MANJI

SUBSCRIBED AND SWORN TO
before me this 18TH
day of October, 1989.

Henry H. Browne
Notary Public

89510455

This instrument prepared by and mail to:

HENRY H. BROWNE #22693
1813 Dempster Street
Evanston, Illinois 60201
(312) 869-4434



15 Mail

10619
RE ATTORNEY SERVICES

89510455

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Property of Cook County Clerk's Office



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HENRY H. BROWNE
ATTORNEY AT LAW
1813 OGDEN ST
EVANSTON, ILL.

98107882

Property of Cook County Clerk's Office

LOT 5 EXCEPT THE SOUTH EAST CORNER IN RESUBDIVISION
OF LOT 6 IN PART OF LOTS 1 TO 5 IN THE EAST 1/2 OF
THE NORTH WEST QUARTER OF SECTION 19, TOWNSHIP 41
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.
P.I.N.: 17-19-104-051
ADDRESS OF PROPERTY: 1230 SHERMAN AVENUE,
EVANSTON, ILLINOIS 60202

EXHIBIT A

UNOFFICIAL COPY

8 9 5 1 0 4 5

HENRY H. BROWNE
ATTORNEY AT LAW
1013 DELMETER ST
EVANSTON, IL 60201 (312) 869-4434

8951045

Property of Cook County Clerk's Office

" OFFICIAL SEAL "
NATALIE F. HECTOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/2/92

Notary Public

Natalie F. Hector

SUBSCRIBED AND SWORN TO
before me this 16th
day of October,
1989.

HENRY H. BROWNE

Henry H. Browne

I, HENRY H. BROWNE, hereby certify that the attached contract
is a true and exact copy referred to herein as Exhibit "B".

CERTIFICATION

UNOFFICIAL COPY

EXHIBIT
TO
RETURN TO
REMAINDER

Property of Cook County Clerk's Office

11. SELLER SHALL PROVIDE A SURVEY ACCEPTABLE TO PURCHASER'S LENDER

Alternative 1: With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:

Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000. Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because

10. Alternative 1: Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

8. 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.

7. Time is of the essence of this contract

6. At the time of closing, the earnest money shall be divided equally between Seller and Buyer. The cost of the escrow shall be deposited in the escrow and the earnest money shall be deposited in the escrow and the earnest money shall be divided equally between Seller and Buyer. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract.

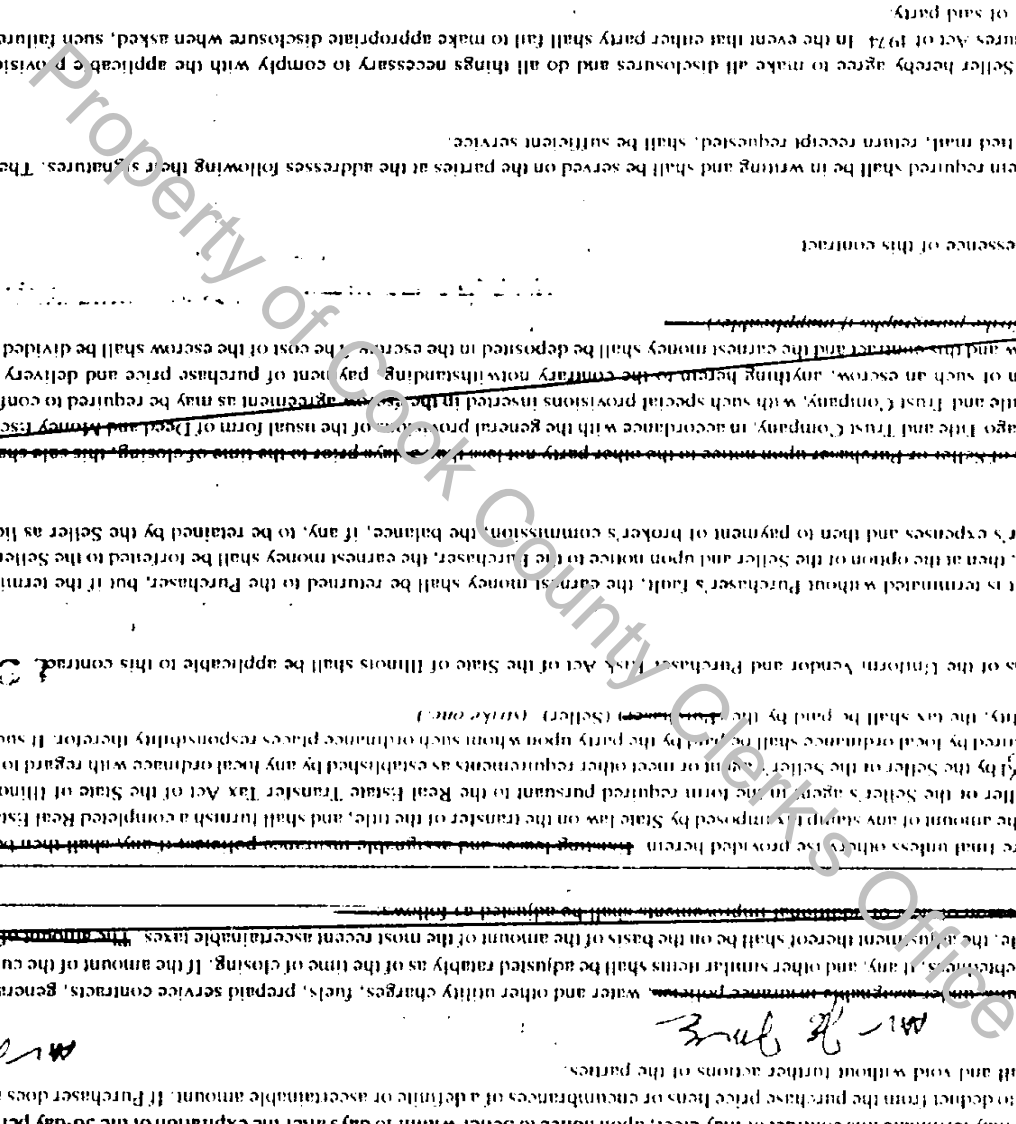
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission, the balance, if any, to be retained by the Seller as liquidated damages.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract

3. All provisions of the Illinois Real Estate Transfer Declaration Act of 1977 shall be applicable to this contract. The provisions of the Illinois Real Estate Transfer Declaration Act of 1977 shall be applicable to this contract. The provisions of the Illinois Real Estate Transfer Declaration Act of 1977 shall be applicable to this contract.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the title commitment. Seller shall be responsible for the cost of the title insurance policy and the cost of the title insurance policy shall be the responsibility of Seller.

1. Seller shall deliver or cause to be delivered to Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by [Redacted] covering the real estate on or after the date hereof, showing title in the intended grantor or subject only to (a) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (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) unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.



11/10/09

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