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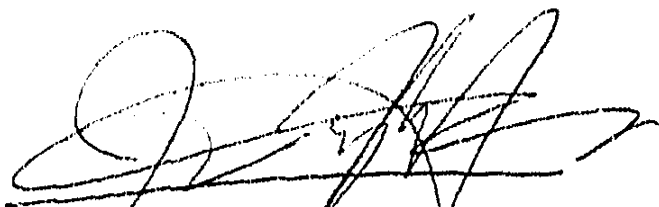
8 9 5 1 4 5 9 9  
 Lots 16, 17, 18, 19, 20 and 21 in Block 3 in Adam Och's Addition to Chicago, being a Subdivision of that Part of Lot 13 in Assessor's Division of unsubdivided lands in the northeast  $\frac{1}{4}$  and the east  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, lying east of Hoyne Avenue, in Cook County, Illinois.

Commonly known as: 2032-46 W, Division, Chicago, Illinois

PIN # 17-06-129-027

89514599

This real estate contract is an exact copy of the original.



JERRY MORFETT

FOR: EL DORADO CIGARETTES, INC.

DEPT-01 RECORDING

\$16.25

1989 TRAN 2628 10/30/89 13:24:00

89-514599

COOK COUNTY RECORDER

89-514599

*Richard J. [Signature]*  
 Notary Public  
 My Commission Expires 1-3-1990

16 Mail

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2014-11-11

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REAL ESTATE SALE CONTRACT

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1. El Dorado Equities, Inc. or nominee agrees to purchase at a price and on the terms set forth herein, including the sum of \$75,000.00 cash, the following described real estate in Cook County, Illinois:

(the parties reserve the right to insert the legal description at anytime.) Commonly known as 2032-46 West Division Street, Chicago, Illinois and 2043 West Division Street, Chicago, Illinois.

2. ARTURO ACEVEDO [REDACTED] (Sellers') agree to sell the real estate as herein before mentioned 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 deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) Covenants, conditions and restrictions of records; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) special taxes or assessments for improvements not yet completed; (e) installments not due at the date hereof or any special tax or assessment for improvements heretofore completed; (f) current general taxes for 1988 and subsequent years including taxes which may accrue by reason of new or additional improvements; (g) outstanding debts described below.

3. Purchaser has paid \$5,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price at the time of closing.

4. This contract is contingent upon Purchaser(s) securing within 45 days of acceptance hereof a mortgage commitment to satisfy purchase price along with all costs and expenses involved with the purchasing

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of the real estate. If Purchaser(s) does not obtain such commitment, Purchaser(s) shall notify Seller(s) in writing within said number of days. If purchaser(s) notifies seller(s) as above provided, this contract shall be null and void and all earnest money shall be returned to Purchaser(s).

5. The time of closing shall be on October 16, 1989, unless *or no earlier than 45 days after acceptance of this contract*, subsequently mutually agreed otherwise, at the office of seller's attorney or of the mortgage lender, if any.

6. Seller and purchaser agree that no broker has caused this sale and each agrees to hold the other harmless from the claims of any broker.

7. The earnest money shall be held by the attorney for the seller for the mutual benefit of the parties.

8. A duplicate original of this contract, duly executed by the Seller 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 herein set forth with Conditions and Stipulations are made a part of this contract.

**CONDITIONS AND STIPULATIONS**

1. Purchaser shall obtain not less than 20 days after the date of this agreement a plat of survey (if one is required) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company, or equal, in the amount of the purchase price, covering title to the real estate on or after the date hereof,

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showing title in the intended grant, subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above (all of which are herein referred to as permitted exceptions).

Title exceptions pertaining to liens, outstanding unpaid real estate taxes and assessments including interest and penalties thereon, or other encumbrances of a definite or ascertainable amount which may be removed by the payment of money (which are herein referred to as unpermitted exceptions) shall be removed by Purchaser prior to closing by paying or satisfying same or for which prior to closing purchaser shall obtain a commitment from the title insurer to extend insurance against such exceptions. All of which expenditures by Purchaser shall be made by Purchaser with out deduction from the purchase price. 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 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 item (b) 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.

AA  
2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) disclosed either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Purchaser, to their sole and arbitrary satisfaction, 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

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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 Purchaser fails to have the exceptions removed <sup>to his satisfaction</sup> 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, <sup>Purchaser or Sellers</sup> Purchaser may terminate this contract in which event the earnest money shall be payable to Purchaser and the contract shall terminate without further actions of the parties.

3. Seller 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. Purchaser shall pay the amount of any stamp tax imposed by State law on the transfer of the title. Such tax required by local ordinance shall also 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. 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

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2025-01-10 10:00:00

shall be deposited in the escrow. The cost of the escrow shall be paid by purchaser.

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6. Time is of the essence of this contract.

7. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check, payable to Seller.

8. All notices herein required to be made at the time of closing 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.

9. It is understood that at any point in time the proper taxing authorities of the City of Chicago, County of Cook, State of Illinois may take deeds on the properties involved. Should this occur without fault of the parties, and prior to the closing date, the earnest

money shall be returned to the purchasers, and this contract shall be declared void with all parties being released from the contract.

10. It is the purpose of this contract that purchaser shall pay sellers the sum of \$75,000.00 and at the purchaser's expense satisfy or pay any and all claims against the real estate prior to closing. At closing there shall no longer be any enforceable claim against sellers by reason of his ownership of this real estate by any individual, partnership, corporation, city, county, state and/or federal taxing authority and purchaser(s) shall indemnify seller(s) for any costs and/or claims against the real estate and/or Sellers.

Dated 9/12/89

Purchaser [Signature] Agent  
For: EL DORADO EQUITIES, INC.

(Address) 4505 N Lincoln Ave  
Chicago, IL

Purchaser \_\_\_\_\_

(Address) \_\_\_\_\_

Seller [Signature]

(Address) \_\_\_\_\_

Seller \_\_\_\_\_

(Address) \_\_\_\_\_

OK  
[Signature]

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MAIL to:  
Jerry Morfesis  
United Realty Group  
4505 N. Lincoln  
Chicago, IL 60625