

Seller shall deliver possession to Buyer... Seller shall be responsible for heat, utility and maintenance expenses during said period.

POSSESSION:

The closing shall be on or before December 31, 1987 at the office of Buyer's lender, or otherwise agreed

CLOSING:

This contract is subject to the Buyer obtaining within 45 days, a mortgage commitment, in the amount of \$ 705,000.00

FINANCING:

Balance due at closing... discount not to exceed 2% of the mortgage amount

PRICE AND TERMS:

EARNEST MONEY DEPOSIT in form of second mortgage... PURCHASE PRICE... BALANCE DUE AT CLOSING

95581335

39 stoves, 39 refrigerators, 3 air conditioners, 3 washers, 3 dryers, existing wall to wall carpeting

together with all appliances attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery

IMPROVED WITH 3 brick 13 unit apartment buildings

LOT SIZE: APPROXIMATELY X X feet (City) (State)

STREET ADDRESS: 6619 Oak Forest, 6545 Vogt (Include "Unit Number" if condominium or townhouse)

6622 Oak Forest, TAYLOR NO: 28-30-412-058

THE NORTH 172 FEET OF LOT 16 IN VOGT'S TINGLEY PARK MORE LOTS IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION: (Permission to enter at any time hereafter)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

SELLER: Titleholder of Record

BUYER: Kerry Fierke & Frederick Fierke

ADDRESS: 11 S 315 Madison Hinsdale, IL 60521

ADDRESS: (City) (State) (Zip)

FORM APPROVED BY THE SOUTHWEST SURVIVOR BOARD OF REALTORS AND SOUTHWEST BAR ASSOCIATION

- Single Family
Multi-Family
Townhouse
Condominium (check one)

REAL ESTATE CONTRACT

95581335

ACCOM 103447

# UNOFFICIAL COPY

## TITLE EVIDENCE:

Seller shall furnish not less than five days prior to closing, and  
 Licensed Title Company in the amount of the purchase price to cover date hereof, showing title in the intended grantor subject only to  
 (a) the general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title  
 exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the  
 term hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of title commitment  
 which is caused by the Buyer, his agent or his lending agency, shall extend the time for delivery thereof by the Seller by such period of  
 delay.  
 If the Torrens Certificate, Tax Search or the title commitment discloses exceptions not provided for herein, Seller shall have until closing  
 to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or  
 obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer  
 shall be refunded.

## CONVEYANCE, LIENS, ENCUMBRANCES:

Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of homestead rights (or by other appropriate  
 deed if title is in trust or an estate) subject to (a) general taxes for 19 85 and subsequent years; (b) building lines and building laws and  
 ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-con-  
 forming use; (d) visible public and private roads and highways; (e) easements for public utilities which do not underlie the improvements  
 on the property; (f) other covenants and restrictions of record which are not violated by the existing improvements upon the property;  
 (g) party wall rights and agreements; (h) existing leases or tenancies, if any.

## PROVISIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and  
 security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) fuel; (g) prepaid service contracts. Proration of  
 general taxes shall be on the basis of the last ascertainable bill plus homestead exemption, if any. If said bill is based on partial assess-  
 ment or on an unimproved basis for improved property, a written agreement for final proration when the complete assessment, infor-  
 mation is available from the County Assessor shall be signed at closing by the parties hereto.

## DAMAGE BY CASUALTY BEFORE CLOSING:

If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions  
 of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

## SURVEY:

Seller, at his expense, shall furnish to Buyer a spotted survey under certification by an Illinois Licensed Land Surveyor, certified in the  
 name of the Buyer, showing the location of the building and improvements on subject property to be within the lot lines and not encroch-  
 ing over any setback line or easement, and showing no encroachments of buildings or other improvements from adjoining properties.

## BROKER:

Seller agrees to pay all broker's fees due REMAX FIRST in the amount set forth in the broker's listing contract.

## COOPERATING BROKER:

(Broker or Company name only)

## ATTORNEYS:

Seller's Attorney

Buyer's Attorney M. Pokorny

## PERFORMANCE:

The earnest money and this contract shall be held by REMAX FIRST for the benefit of the  
 parties hereto, and applied to the purchase price at closing. If the Buyer defaults hereunder, the deposit is to be first applied to the  
 expenses of the Seller, such as title expenses and survey costs, then to the broker's fees, and the remainder to the Seller. If this contract  
 is terminated without Buyer's fault, the earnest money shall be returned to the Buyer.

## GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a com-  
 mitment for mortgage or trust deed and to close this sale.
- (b) Seller warrants that as of the date hereof neither he nor his agent has received any notice issued by any city, village or other govern-  
 ment authority of a building code violation concerning the subject property which will not be cured by date of closing.
- (c) All notices herein required shall be in writing and served on the parties at the addresses shown on this contract.
- (d) Seller agrees to arrange to leave the subject property in broom clean condition. All refuse and personal property not to be conveyed  
 to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.
- (e) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
- (f) Buyer agrees to purchase Flood Insurance, if required by Lender.

This contract and riders numbered 5, 8, 10, 11, attached hereto and incorporated herein, shall be executed  
 and one copy thereof delivered to Seller and one copy to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE  
 BEFORE SIGNING.

BUYER:

[Signature]

SELLER:

[Signature]

DATED:

12-15-88

DATE ACCEPTED:

1-5-87

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Property of Cook County Clerk's Office

12-15-82

Sellers: [Signature]  
1-5-87

Buyers: [Signature]

The Seller represents to the Buyer that all mechanical equipment, heating and cooling equipment, water heaters and softeners, piping, and electrical systems, kitchen equipment remaining with the premises and any miscellaneous mechanical, personal property to be transferred to the Buyer shall be in operating condition at the time of closing. In the absence of written notice of any deficiency from the Buyer prior to the closing, it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall have no further responsibility with reference thereto. Buyer to inspect/all 39 units with in 10 days of acceptance JPM

FORM APPROVED BY THE REALTOR'S ASSOCIATION AND REALTOR BOARD OF REALTORS

SELLER'S REPRESENTATIONS

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LS-5-1  
Seller: J. F. W. Co.

12-15-81  
Buyer: J. F. W. Co.

(a) At the time of closing Seller shall transfer and assign to Buyer all leases and security deposits in possession of Seller.  
(b) Seller agrees not to execute any leases prior to closing, without the consent and approval of Buyer.  
(c) Seller shall furnish to Buyer within 15 days from date hereof, a complete schedule of rents showing commencement and expiration of all leases and all security deposits, and a full list of all expenses for the last full year. Seller represents that the figures to be contained in said schedule will be true and correct.

FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS  
AND SOUTHWEST BAR ASSOCIATION

MULTI-FAMILY DWELLING

REAR B



# UNOFFICIAL COPY

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10/10/11

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10/10/11

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DATE: 1-5-82

DATE: 12-15-82

SELLERS: *[Signature]*

BUYERS: *[Signature]*

The Articles of Agreement Second Mortgage shall be in a form agreeable to Buyer and Seller, and shall be drafted by Buyer's or Seller's attorney within 14 days. If no agreement is reached within the aforesaid period, then this contract shall become null and void and all earnest money shall be returned to buyer.

The balance of the purchase price, namely \$ ~~66,000.00~~ 80,000.00 shall be due on Articles for Second Mortgage. Said sum shall be payable in equal monthly installments of \$ ~~500.00~~ 1,000.00 or more, which is based upon an amortization period of 25 years, including interest at the rate of 9% per annum. Final payment of the unpaid principal balance shall be made within 5 years of the initial closing.

ARTICLES OF AGREEMENT OF SECOND MORTGAGE  
Form Approved by the Southwest Suburban Board of Realtors  
*[Signatures]*

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RE/MAX REAL, REALTORS®  
7130 West 127th Street  
Palos Heights, Illinois 60463  
phone: (312) 361-5950

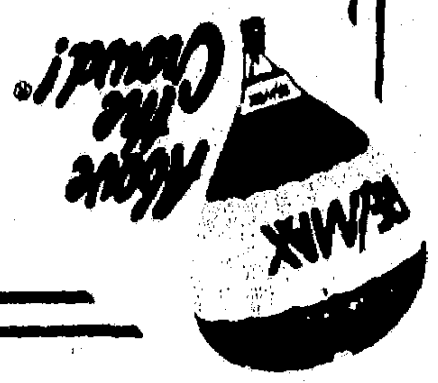
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It is agreed between the seller and the  
broker on the date of 5/15/87  
Tangle Park, lot 60477. In the event  
the building is purchased under Article  
of agreement for deed the broker will  
grant the seller a commission of \$2,666.67,  
\$500.00 against the commission of \$2,666.67.

Date	_____	5/1/87	Date	_____	5/1/87
Broker	_____	<i>[Signature]</i>	Seller	_____	<i>[Signature]</i>

Commission to be paid to RE/MAX First, Realtors, 7130 W. 127th Street,  
Palos Heights, Illinois, on the sale of 6623 and 6619 Oak Forest  
Avenue, Tangle Park, Illinois 60477 in the amount of \$25,333.33.  
5/1/87

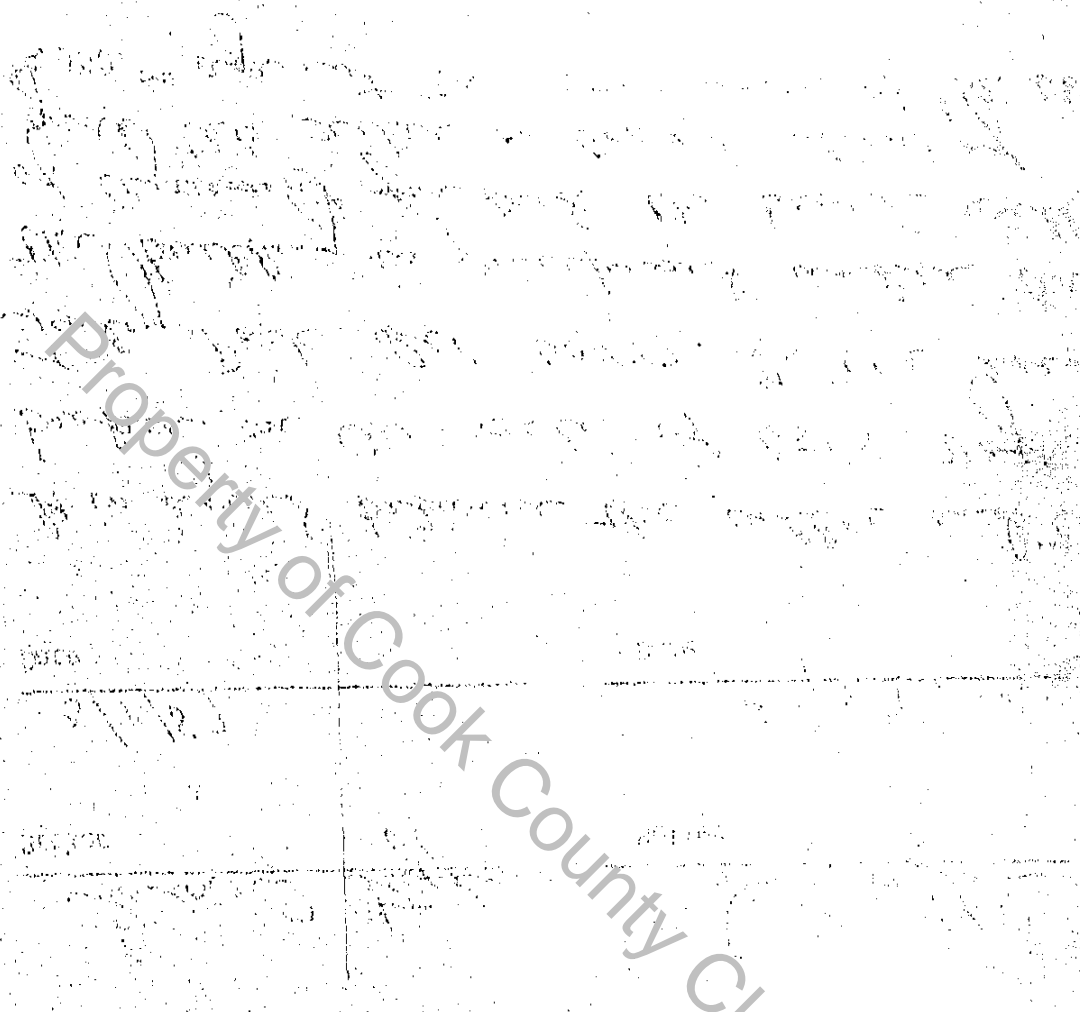
COMMISSION STATEMENT



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2001113000

Official (01/17/2001) 10:00 AM  
Cook County Clerk's Office  
100 North Dearborn Street  
Chicago, Illinois 60610  
Phone: (312) 603-1000  
Fax: (312) 603-1001  
www.cookcountyil.gov



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Cook County Clerk's Office  
100 North Dearborn Street  
Chicago, Illinois 60610  
Phone: (312) 603-1000  
Fax: (312) 603-1001  
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No 124

KERRY A. FIERKE  
1117H & ARCHER AVE.  
LEMONT, ILL. 60439

MARCH 27, 1987

78-697719

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JACOBS, BUIKEMA & HISKES LTD. \$ 15,000.00

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EIGHTEEN THOUSAND & 00/100 (18,000/100)

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**EB** You'll like the difference  
1023 WEST 58TH STREET  
COUNTRYSIDE, ILL. 60529

**EB** BEST MONEY FOR: BUILDINGS *by file*

6019 & 6023 Oak Forest Ave.  
10719085971 75 892 31 0124  
6545 Vogt Ave. - Tinley Park

*Rec'd by the original party  
of this check this 26th day of March  
1987*

*as a fund for the  
purchase of the property  
2/monies in*

*James J. Buikema*

DEPT-01 RECORDING \$18.25  
T#3333 TRAN 3109 12/06/89 10:33:00  
#2220 \*C \*89-581335  
COOK COUNTY RECORDER

-89-581335

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18.00 mail

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