



Real Estate Sale Contract

89-617592

1. Hawthorne Place Partners (Purchaser)
agrees to purchase at a price of \$ _____ on the terms set forth herein, the following described real estate
in Cook County, Illinois:

commonly known as 1941 Hawthorne Ave. Melrose Park, and with approximate lot dimensions of _____ x _____, together with the following property presently located thereon: and the vacant land (Legal description to be added)

2. Owner Of Record (Seller)
agrees to sell the real estate and the property described above, if any, 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 Warranty deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year _____ and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) _____; and to

3. Purchaser has paid \$ 50,000 upon acceptance of contract as earnest money to be applied on the purchase price, plus or minus provisions, at the time of closing as follows: (strike language and subparag. if not applicable) DEPT-01 RECORDING \$16.25
COOK COUNTY RECORDER 12/27/88 18:52:00
89-617592

- (a) The payment of \$ _____
- (b) The payment of \$ _____ by certified or cashier check at closing and the balance payable as follows: _____

to be evidenced by the note of the purchaser (grantor), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(*If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

- (c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating \$ _____ bearing interest at the rate of _____% a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.
- 4. Seller, at his own expense, agrees to furnish Purchaser a current ^{Alta} plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards.

5. The time of closing shall be on 120 days after acceptance or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____ or of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to Baird & Warner and Paulina Lewis 50/50 in the amount set forth in the broker's listing contract or as follows:

7. The earnest money shall be held by Chicago Title and Trust in an interest bearing account for the mutual benefit of the parties. with interest to be paid to the purchaser

- 8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.
- 9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within _____ 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 set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated December 30, 1988 89-617592

Purchaser [Signature] (address) 1130 S. Wabash/Chicago, IL 60605

Purchaser _____ (address) _____

Seller [Signature] (address) One Tower Lane, Oakbrook Terrace, IL 60181
Senior Vice President - Finance & Administration

Seller _____ (address) _____

*Form normally used for sale of property improved with multi-family structure: of four or more units or of commercial or industrial properties.

8 6 5 2 1 9 6 8

Handwritten initials/signature

89-617592

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This rider is attached to and made a part of the certain real estate sales contract by the between Owner of record as Seller and Hawthorne Place Partners as Purchaser for the property located at 1941 Hawthorne Ave. Melrose Park, Illinois.

RIDER

11. In the event that any portion of this Rider or any language contained herein shall conflict with any printed portion of the body of the Real Estate Sales Contract to which the Rider is annexed, the parties hereto agree the provisions or language in the Rider shall control.

12. Purchaser, or its agent, architect or contractor, shall have right within fourteen (14) days after Seller's acceptance hereof to enter into and inspect and approve the premises, including, but no by means of limitation, the heating, plumbing, electrical systems, the foundation and roof. (Said inspection shall also include all plans, blueprints specifications and any and all other documentation of whatsoever kind or nature concerning the rehabilitation and/or construction of the premises). Purchaser shall have the right in its sole, exclusive and unqualified discretion, to terminate this Contract within the fourteen (14) day period, and in such event, all earnest money shall be immediately returned to the Purchaser. Purchaser shall indemnify and hold Seller harmless from and against all liability, losses, cost, charges, fees (including attorney's fees), or liens incurred by or imposed upon Seller by reason of Purchaser's inspection and the acts or omissions of such Purchaser, its agent, architect or contractor, committed in the course of such inspection, including any injury or death to persons or damage to property arising from such inspection. Such indemnification shall continue beyond any termination of and shall survive this Contract.

13. Seller represents and warrants to Purchaser that the following are true and correct on the date of this Contract:

a) Seller has received no notice of any pending eminent domain proceedings against all or any part of the property, and Seller is not aware of a threat hereof. In the event Seller receives such notice prior to the date of the closing, Purchaser shall have the right to terminate this Contract and in such event all earnest money, and interest thereon, shall be immediately returned to Purchaser; and

b) Seller has received no notices of violation or notices of suited or judgments relating to fire protection, zoning, building, environmental protection violations, or any other matters relating to the property that have not been corrected or disclosed in writing to the Purchasers, nor are there any threats thereof which are known to Seller. In the event Seller receives such a notice prior to the date of the closing, and if not cured within thirty (30) days therefrom at Seller's sole and exclusive cost, the Purchaser's election, all earnest money, and all interest thereon, shall be immediately returned to the Purchaser. In the event Seller receives such a notice, the closing date shall be extended if necessary, so as to insure that Seller will be provided said thirty (30) day period. The foregoing warranties wherever made herein shall survive the closing and shall be considered to have been remade at the closing.

14. In addition to all other documents required hereunder, Seller shall, at closing, deliver to Purchaser the following:

a) An affidavit which indicates that there are no uniform commercial code filings against the Seller, either in the office of the Recorder of Deeds of Cook County, Illinois, or the office of the Illinois Secretary of State which would be a lien on the subject premises or the personal property of Seller involved in this sale.

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15. In the event the premises are destroyed or substantially damaged by fire or other casualty prior to closing ("occurrence"), then within ten (10) days after such occurrence, Purchaser, at its election, shall (I) declare this Contract terminated, in which event Seller shall immediately return all monies paid hereunder by Purchaser, as well as all interest earned thereon; or (II) elect to have this Contract performed, and in that event, Purchaser shall be entitled to settle the loss with the insurance companies and receive all the proceeds of said policies paid because of said loss. Seller shall cooperate with Purchaser and shall execute and deliver all documents required to recover the proceeds of said policies from the insurers.

16. If any uncured material breach of the representations herein shall occur and Purchaser elects to terminate this contract, then all monies theretofore deposited by Purchaser and all interest earned thereon shall be immediately returned to Purchaser.

17. The Purchaser, or its designated agent, architect or contractor, shall have the right, within three (3) days prior to closing, to enter into and inspect the premises, including, but not by means of limitation the heating, plumbing, electrical systems, foundation and roof,

18. All representations and warranties herein contained shall survive the closing.

19. If Purchaser does not elect to terminate this Contract within the fourteen (14) day inspection period set forth in paragraph 12 of this Rider, Purchaser shall have the right to place upon the premises a sign or signs in locations which shall not unreasonably interfere with the business of Seller, which sign shall advertise the availability of space in the premises to prospective users.

20. Purchaser shall have the right to offer the premises for lease and shall be allowed to enter into leases of the property, said leases to commence after closing.

DATE: January 12, 1989

OWNERS OF RECORD

BY: [Signature]

DATE: January 27, 1989

BY: [Signature]

LISKA BLODGETT

89617392

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Original

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OFFICIAL SEAL OF NOTARY PUBLIC
CASSANDRA M. GRADY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/6/91

(SEAL)

[Signature]

this 24th day of May, 1989

Subscribed and sworn to before me

Affiant further states:

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of premises...
That all water taxes, except the current bill, have been paid, and that all the insurance policies as signed have been paid for...
That the parties, if any, in possession of premises are bona fide tenants only; and they have promptly and in full their rent to date and are renting from or further interest whatsoever in premises...
That no labor or material has been furnished for premises within the last four months, that is not fully paid for...
That since the title date of May 12, 1989, in the report on title issued by Chicago Title Insurance Company, affiant has not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five days from the date hereof.

grantee, conveying the following described premises:
THAT PART OF THE EAST 370 FEET OF THE WEST 844.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE EAST LINE OF THE WEST 474.10 FEET OF THE AFORESAID SOUTH EAST FRACTIONAL 1/4 OF SECTION 33, WHICH ARE RESPECTIVELY 400 FEET AND 852 FEET NORTH OF THE INTERSECTION OF THE SAID EAST LINE OF THE WEST 474.10 FEET WITH THE NORTH LINE OF NORTH AVENUE AS DEDICATED, TOGETHER WITH A TRIANGULAR PARCEL OF LAND LYING IMMEDIATELY NORTH OF AND ADJOINING THE ABOVE TRACT AND WEST OF THE EAST LINE OF SAID TRACT EXTENDED NORTH 170 FEET AND EASTERLY OF A LINE DRAWN FROM THE LAST DESCRIBED POINT TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED TRACT WHICH IS 18 FEET WEST OF THE NORTH EAST CORNER THEREOF EXCEPTING HOWEVER A TRIANGULAR PARCEL IN THE SOUTH EAST CORNER OF THE TRACT FIRST ABOVE DESCRIBED LYING EACH OF A LINE DRAWN FROM A POINT 80 FEET NORTH OF THE SOUTH EAST CORNER TO A POINT 8.47 FEET WEST OF THE SOUTH EAST CORNER OF SAID TRACT IN COOK COUNTY, ILLINOIS.

ILLINOIS PARTNERSHIP
in the deed dated May 19, 1989, to HAWTHORNE PLACE PARTNERS, an

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the grantee hereinafter named:
COUNTY OF COOK }
STATE OF ILLINOIS } SS

89617592

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Mailed to:
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Chicago IL 60644
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