

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

UNOFFICIAL COPY

REAL ESTATE SALE CONTRACT

February 18, 1989 **89199402**

Name and Address of Buyer Mr. Chandrakant Mehta and Mrs. Pharati C. Mehta, Husband and Wife, of Chicago, Illinois

Name and Address of Seller Mr. Lee Siegel of 146 W. Dundee Rd., Buffalo Grove, IL.

Legal description of premises Per legal of survey, dated 8-25-87 (one page)

CONTRACT EXPIRES ON: Wednesday, February 22, 1989 at 5:00 pm.

TAX # 10-25-109-042-0000

Street number 234 Dodge in Evanston, Illinois

Size of lot Irregular (see Plat of survey dated 8-25-87)

Personal property included None-Vacant Land only (existing signs property of Broker)

Price Twenty-thousand Dollars Cash. (\$20,000. in full)

Earnest money paid Twenty-five hundred dollars (interest payable to Purchaser to date of closing).

Encumbrance deducted None of record. All real estate taxes responsibility of seller to date of closing.

Cash to be paid on delivery of deed \$17,500. cash in closing.

Balance to be paid as follows All Cash at closing.

DEPT-01

T#1111 TRAN 2458 05/03/89 15:56:00

#4487 # A N 09-199402

COOK COUNTY RECORDER

\$13.25

PURCHASER REQUIRES 45 DAYS FROM DATE OF CONTRACT TO OBTAIN BALANCE OF SALES PRICE.

PURCHASER INTENDS TO BUILD A RESIDENCE ON PROPERTY- / MULTIPLE HOUSING.

Survey of current date showing no encroachments to be furnished by Seller before closing. Survey dated 8-25-87; Seller to have this survey re-certified.

Contract to be held by ATTORNEY FOR SELLER: Mike Freeman of 960 Rand Rd. Ste. 210A

Closing date Des Plaines, IL. 60016 (Phone: 635-6444)

CLOSING DATE to be 45 days from date of contract.

Closing at office of Chicago Title and Trust/or other as agreed upon between Attorneys for Seller and Purchaser.

Earnest money to be held by EARNEST MONEY IN BROKER'S ESCROW ACCOUNT PFR LETTER.

Name of broker BERNICE JUNE, INC. of 6445 W. North Ave., Oak Park, IL. 60302

Phone: 941-2132.

Agreement as to commission Per Seller's contract with Broker; Purchaser pays no commission.

Bernice June, Inc. is representing both Purchaser and Seller-see commission by Seller.

Date of possession by Buyer POSSESSION AT CLOSING.

LIENS AND ENCUMBRANCES ALL LEGAL ISSUES TO BE RESOLVED

1. Above Mortgage (s) or trust deed (s) BETWEEN SELLER'S AND PURCHASER'S ATTORNEYS.
2. Building, building line and use or occupancy restrictions, conditions or covenants of record.
3. Easements and party wall agreements
4. General taxes for 1989 and subsequent years
5. Installments of special assessments falling due after None of record to date.
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) None in existence; vacant land only.

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 <u>1989</u> 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 Co. 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

Mr. Chandrakant Mehta and Mrs. Bharati C. Mehta
of Chicago, Husband and Wife

AND

Mr. Lee Siegel of L.S. Properties as Seller

Property of Cook County Clerk

Dated February 18, 1989
Purchaser: [Signature] (SEAL)
Seller: [Signature] (SEAL)

GEORGE E. COLE
LEGAL FORMS

BASIC CONTRACT PROVISIONS
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 recordable deed, including the release and waiver of the right of homestead (per Attorney's Agreement).
and down. 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. L. 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 Chicago Title and Trust Co. as escrow agent, and Seller and Buyer shall each pay one-half of the 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 Ten percent, 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. L. T. A. form for the full amount of the purchase price. Notices may be served on either party by mail at the said address 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 a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

20166168

UNOFFICIAL COPY

234 DODGE STREET, EVANSTON, ILLINOIS

DODGE AVENUE

Bituminous Road

48'

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, KEITH E. LACY, A REGISTERED LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER MY SUPERVISION OF THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

DATE: 8-25-87

Updated 2-28-89

KEITH E. LACY
ILLINOIS LAND SURVEYOR
NO. 1776



LOT 3 IN ABLE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A SUBDIVISION OF LOTS 13, 14 AND 15 IN GEORGE F. NIXON'S DODGE AVENUE RAPID TRANSIT SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2) 382- 337 ----- JOB NO. 189-36

89190002

603002
BARK OAKS
Site 103
645 W. North
Avenue
Berne
June 1987
MAIL TO:



DATE: 8-25-87

I, KEITH E. LACY, A REGISTERED LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER MY SUPERVISION OF THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

PARCEL 1: THAT PART OF THE EAST 330 FEET OF THE SOUTH 198 FEET OF THE NORTH 404.25 FEET OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A PART IN THE NORTH LINE OF SAID TRACT, 40 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 34 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 128 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 11 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 162 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 45 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, THENCE NORTH ON THE WEST LINE OF SAID TRACT 45 FEET TO THE NORTH WEST CORNER THEREOF; THENCE EAST ON THE NORTH LINE OF SAID TRACT 290 FEET TO THE PLACE OF BEGINNING.

