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REAL ESTATE SALE CONTRACT

DATED: August 29, 1990

We, Purchasers, agree to purchase and Seller agrees to sell the property known as 4926 North Moody, Chicago, County of Cook, State of Illinois, together with all improvements thereon and appurtenances thereto belonging, and the following items of personal property for which a Bill of Sale will be given at closing: screens; storm windows and doors; heating, central cooling, ventilating, lighting, and plumbing fixtures; planted vegetation; garage door opener with two remote controls; fireplace screens; and those items of personal listed in the "New Construction Rider" attached.

LEGAL DESCRIPTION:

AND THE NORTH FIFTEEN (15) FEET OF LOT 92
Lot 91 in Active Realty Company's Gunnison Street Addition, being a subdivision of the West (1/2) of the Southeast (1/4) of the Southwest (1/4) of Section 8, Township 40, Range 13, East of the Third Principal Meridian, In Cook County, Illinois

DEPT-01 RECORDING \$18.25
T#3333 TRAN 5598 09/05/90 10:27:00
#6221 # C *-90-430973
COOK COUNTY RECORDER

Permanent Real Estate Index Number: 13-08-320

PURCHASE PRICE: TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00).

EARNEST MONEY: Initial earnest money of \$1,000.00, in the form of a personal check has been deposited with the Seller and shall be increased within 7 (seven) days of the date first stated, to \$5,000.00.

BALANCE OF THE PURCHASE PRICE shall be paid at the closing, plus or minus prorations, as follows: All cash, cashier's check or certified check, or any combination thereof.

MORTGAGE CONTINGENCY: This contract is contingent upon the Purchasers securing within 30 (thirty) days hereof a mortgage commitment from a bank or savings and loan, for \$180,000.00 with interest at not more than 10.25% per annum to be amortized over 30 (thirty) years, payable monthly, and loan cost not to exceed 0% plus appraisal and credit report fee. Seller shall pay loan cost not to exceed 1% if required. If Purchasers do not obtain such commitment within said number of days, Seller may, within an equal number of additional days, secure a mortgage commitment for Purchasers upon the same terms. In such event, Purchasers shall furnish to Seller all requested credit information and sign customary papers relating to the application and securing of such commitment. If neither Purchasers nor Seller secured such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Purchasers.

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CLOSING or escrow payout shall be on September 17, 198⁹⁰, or as soon thereafter as the Purchasers can obtain the stated mortgage commitment, provided title has been shown to be good or is accepted by Purchasers, at the office of Purchasers' mortgagee or as otherwise agreed upon by the parties.

At closing, Seller shall execute and deliver to purchasers, or cause to be executed and delivered to Purchasers, any and all required permits and a recordable Warranty Deed with release of homestead rights, subject only to the following, if any: covenants, conditions and restrictions of record; public and utility easements; and general taxes for the year 1990 and subsequent years.

Seller is to vacate, surrender and deliver possession of the premises to the Purchasers at or before closing.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS HEREAFTER

PROVISIONS

1. Real estate taxes (based on 200% of the most recent ascertainable taxes), water taxes, sewer taxes and other proratable items shall be prorated to date of closing.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
3. At least ten days prior to closing date, Seller shall show to Purchasers or their agent evidence of merchantable title in the intended grantor by delivering a Commitment For Title Insurance of the Chicago Title Insurance Company bearing a date on or subsequent to the date of this contract, in the amount of the purchase price subject to no other exceptions than those listed and the general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchasers' mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as herein shown. If evidence of title discloses other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchasers accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof.
4. 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 mail or certified mail, return receipt requested, shall be

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sufficient service.

5. If this contract is terminated without Purchasers' fault, the earnest money shall be returned to Purchasers; but if the termination is caused by Purchasers' fault, then, at the option of the Seller, and upon notice to the Purchasers, the earnest money shall be forfeited and first applied to any expenses incurred and the balance paid to the Seller.

6. Seller warrants that no notice from any city or other governmental authority of a dwelling code violation in the aforesaid premises has been issued and received by Seller or his agent and no dwelling code violation exists. If a notice is received between the date of the contract and the date of closing, Seller shall promptly notify Purchasers of such.

7. At the request of Seller or Purchasers evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, this sale shall be closed through an escrow with the Chicago Title Insurance Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon 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 shall be deposited in the escrow. The cost of the escrow shall be divided equally between the Purchasers and the Seller.

8. The cost of administering the closing, if any, shall be paid by the Seller.

9. The Seller agrees to furnish ten days prior to closing, a survey, not older than four months, by a licensed surveyor, showing the location of the building on the aforesaid premise; and shall have the premises staked according to the survey on the date of closing.

10. Seller agrees to furnish to Purchasers an affidavit of title subject only to those items set forth herein.

11. Purchasers 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, as amended.

12. Seller shall pay the amount of any stamp tax imposed by State, County and City law on the transfer of title, and furnish a completed Real Estate Transfer Declaration signed by the Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration to be signed by the Seller or meet other requirements as established by any local ordinance (including the payment of any local tax) with regard to a transfer or transaction tax.

13. Purchasers may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.

14. Time is of the essence of this contract.

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15. Seller shall allow Purchasers, upon reasonable notice, to test the premises for radon gas. If the premises test positive for radon gas, the Purchasers may elect any of the following: cancel this contract and receive a complete refund of the earnest money; have the necessary work performed on the premises so as to eliminate the presence of radon gas at the Seller's expense; or subtract the reasonable cost of eliminating the radon gas from the purchase price.

16. All dollar amounts are stated in United States Dollars.

17. Seller shall remove from the premises by the date of possession, all debris and Seller's personal property not conveyed by the Bill of Sale to Purchaser. Purchasers may deduct at closing, the cost of removing any debris left on the premises, from the purchase price.

18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

19. Seller agrees to surrender possession of the real estate in the condition set forth in the attached "New Construction Rider", attached hereto and incorporated herein.

PURCHASER: John M. Dugan and Janet E. Dugan
John M. Dugan

Janet E. Dugan
Janet E. Dugan

ADDRESS: 6204 West Gunnison, Chicago, Illinois 60630

SELLER: John Hughes
John Hughes

ADDRESS: 4506 North Newland, Harwood Heights, Illinois 60656

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NEW CONSTRUCTION RIDER

It is agreed that the contract for the purchase of the property at 4926 North Moody, Chicago, Cook County, Illinois shall include the following:

CONDITION OF PREMISES

The Seller agrees to deliver possession of the real estate in the same condition as it is in at the date of the contract, with the following additions or changes:

APPLIANCES

The following appliances shall be included in the sale of the property, and the Purchasers shall receive a credit for the amount listed for each item plus eight percent sales tax for each item Purchased directly by the Purchasers prior to closing. Paid receipts for each item in an amount equal to or greater than amount listed will be conclusive evidence of purchase by Purchasers. **All appliances to be new.**

Whirlpool Washer #LA 7680	\$ 419.00
Whirlpool Dryer #LC 7681	\$ 389.00
Installation Parts for Dryer	\$ 29.00
Whirlpool Refrigerator #ET 20 PK	\$ 646.00
Ice Maker Accessory	\$ 89.00
Tappan Gas Range #30-4989	\$ 707.00
Whirlpool Micro Wave Oven with Range Hood #MH 6701W	\$ 369.00
Whirlpool Dishwasher #DU 8500	\$ 349.00
White Front Panel for Dishwasher	\$ 15.00
KitchenAide Disposal #KCDC250	\$ 98.00
Rheem 75 Gallon Gas Hot Water Heater with 10 year warranty	\$ 611.80
Burnham Boiler, 37.5 input BTU	\$ 699.00
Subtotal	\$4,420.80
Sales Tax	\$ 353.67
Appliance Total	\$4,774.47

CENTRAL AIR CONDITIONING FIXTURES

Seller shall deliver and install central cooling fixtures per specifications and existing heating fixtures.

LANDSCAPING

The following landscaping shall be included in the sale of the property, and the Purchasers shall receive a credit for the amount listed for each item plus eight percent sales tax for each item Purchased directly by the Purchasers prior to closing. Paid receipts for each item in an amount equal to or greater than amount listed will be conclusive evidence

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of purchase by Purchasers.

Back, side and front yards,
and parkway leveled to
grade and sodded. \$1,725.00

Landscaping Total \$1,725.00

FLOOR COVERINGS

The following floor coverings shall be included in the sale of the property, and the Purchasers shall receive a credit for the amount listed for each item plus eight percent sales tax for each item Purchased directly by the Purchasers prior to closing. Paid receipts for each item in an amount equal to or greater than amount listed will be conclusive evidence of purchase by Purchasers. All floor coverings to be new.

Dupont or equivalent StainMaster medium weight plush pile carpeting with better grade padding (installation included).

Living Room: 250.5 sq. ft.	\$ 695.83
Dinning Room: 150.0 sq. ft.	\$ 416.67
Bedroom #1: 211.7 sq. ft.	\$ 588.05
Bedroom #2: 205.4 sq. ft.	\$ 570.55
Bedroom #3: 156.0 sq. ft.	\$ 433.33
Family Room: 494.0 sq. ft.	\$1,372.22
Hallways and Stairs: 160.0 sq.ft.	<u>\$ 444.45</u>

Dupont or equivalent ScotchGuard medium weight low pile carpeting with better grade padding (installation included).

Sub basement: 640.0 sq. ft. \$ 888.83

Non skid ceramic tile.

Kitchen: 240.0 sq. ft.	\$ 621.60
Family Room Entrance: 16.0 sq.ft.	\$ 41.44
Installation Materials:	<u>\$ 175.00</u>

Subtotal	\$6,248.02
Sales Tax	\$ 499.84
Floor Covering Total	<u>\$6,747.86</u>

WINDOW TREATMENT

The following window treatment shall be included in the sale of the property, and the Purchasers shall receive a credit for the amount listed for each item plus eight percent sales tax for each item Purchased directly by the Purchasers prior to closing. Paid receipts for each item in

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an amount equal to or greater than amount listed will be conclusive evidence of purchase by Purchasers. All window treatment to be new.

Window treatment for living room; dinning room; kitchen (including patio windows); all bedrooms; and family room.	<u>\$2,700.00</u>
Subtotal	\$2,700.00
Sales Tax	\$ 216.00
Window Treatment Total	<u>\$2,916.00</u>

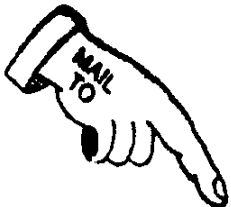
MISCELLANEOUS

All doors, windows, screens and locks shall be installed in new condition and in working order. The exhaust vents for the kitchen and two upstairs bathrooms shall be vented separately through the roof at the shortest possible distance from each exhaust fan. The fireplace shall be fully operational and able to be closed off after each use. All plumbing, heating (excluding radiant heat system), cooling, and electrical components and outlets shall be operational and to code. The concrete base and drain for outside rear stairway shall be completed and operational.

APPROVED: _____

Purchasers

Seller



JOHN M. SUBBU
6204 W. BURNHOLM
CHICAGO, IL 60630