



# UNOFFICIAL COPY Real Estate Sale Contract

CHICAGO TITLE INSURANCE COMPANY · ILLINOIS FORM 87

90562409

1. James A. Gerali, nominee or assign (Purchaser)  
agrees to purchase at a price of \$ 531,000.00 on the terms set forth herein, the following described real estate  
in Cook County, Illinois.

Attached rider is made part of this contract and incorporated herein.

commonly known as 2021-31 Rand Road, Palatine, Illinois, and with approximate lot dimensions of  
200 x \*, together with the following property presently located thereon: Vacant land of approximately 2.28 acres (99,317 sq. ft.)

\*421.84' to 574.72' irregular

2. Maurice & Faith Finkle (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 there to 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 1989 and subsequent years including taxes which may occur by reason of new or additional improvements during the year 1989.

AFTER JANUARY 2, 1990 OR ACCEPTANCE OF CONTRACT, WHICHEVER IS LATER  
[To be redeemed within 3 working days]

3. Purchaser has paid \$ 25,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prozations, at the time of closing as follows: *(strike language and subparagraphs not applicable)*

(a) The payment of \$ 450,000.00 - 506,000.00

(b) The payment of \$ \_\_\_\_\_ and the balance payable as follows:

to be evidenced by the note of the purchaser (grantee), providing for all 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 plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Uniform Land Survey Standards.

All contingencies are satisfied

5. The time of closing shall be on 30 days after all 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 Purchaser's attorney 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 Lebovic Realty Group, Inc. in the amount set forth in the broker's listing contract or as follows: 5.00 percent (5%) of the purchase price

7. The earnest money shall be held by Lebovic Realty Group, Inc. in an interest bearing account for benefit of Purchaser for the mutual benefit of the parties.

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 BY JANUARY 2, 1990 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 8, 1989

DATE ACCEPTED 12/26/89

Purchaser: James A. Gerali

(Address) 630 Fairfield, Elk Grove Village, Illinois 60007

Seller: Maurice Finkle

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

Seller: Faith Finkle

(Address) 305 Lee Road, Northbrook, IL 60062

Seller: \_\_\_\_\_

(Address) 305 Lee Road, Northbrook, IL 60062

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

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The Rider is made a part and incorporated into a Real Estate Contract dated December 8, 1989 for the sale of the property known as 2021-31 Rand Road, Palatine, Illinois, entered into by Maurice Finkle and Faith Finkle, Seller(s), and James A. Gerall, Purchaser(s).

115.00  
14.00 15 16.00  
118 # 6 # 70-542409  
DUKE COUNTY RECORDER

1. Seller shall, at his expense, obtain an EPA licensed soil environmental test by a licensed soil testing service to test for hazardous or toxic wastes or substances on or below ground level or in the water table and to certify that the property is free and clear of these contaminations.

In the event the environmental test results are not acceptable to Purchaser at his option, Purchaser may then terminate this contract with all monies, including interest, returned to Purchaser.

Seller shall then represent and warrant for the benefit of the Purchaser that the property is free and clear of all contamination by any toxic or hazardous wastes or substances, whether above or below ground, or in the water table, that the property has not been used by Seller or any predecessors in title of Seller to use, handle, store, manufacture or dispose of hazardous or toxic wastes or substances, that there are no investigations, proceedings, liens or claims pending or threatened by any state, Federal or local agency with regard to the presence of toxic or hazardous wastes or substances on the property or claims for the clean-up or disposal of toxic or hazardous wastes or substances, and that these representations and warranties will remain true and correct in every respect between the date of this contract, and closing hereunder. Seller acknowledges that these representations and warranties are material and relied upon by Purchaser in signing this contract and closing this transaction. Seller will indemnify Purchaser and hold him harmless from and against any loss, damage, cost or claim (including but not limited to court costs and attorney's fees) of any nature, sustained by Purchaser as a result of any inaccuracy of falsehood in this paragraph, whether intentional or negligent on the part of Seller. This provision shall survive closing.

2. SOIL TEST: The Seller shall at his expense obtain a soil test within 30 days of contract date. If said soil test shows abnormal building conditions, Purchaser at his option may serve written notice, within 10 days after Purchaser receives report, upon Seller or Seller's attorney, including a statement of the specific abnormal building conditions whereupon this Contract shall become null and void and all earnest money paid by Purchaser, including interest, shall be refunded to Purchaser. IN THE EVENT THE PURCHASER DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

3. BUILDING, SEWAGE, ZONING AND PERMITS CONDITION: This contract is subject to the condition that Purchaser obtain within 180 days after the date of this Contract, at Purchaser's expense, zoning and building permits and an acceptable septic percolation test or sewage and water tap-on permit from the applicable governmental agency having jurisdiction over the subject premises. If Purchaser has properly, diligently, and promptly applied for said zoning, permits and approvals, for a full service car wash, a self service car wash, and other automotive related buildings, and has been unable to obtain them within the time specified, Purchaser may, at Purchaser's option, within said specified time, serve written notice of such failure and inability to obtain the necessary permits upon Seller or Seller's attorney, and in such event this contract shall become null and void and all earnest money paid by Purchaser shall be refunded to Purchaser. IN THE EVENT PURCHASER DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

4. It is agreed by and between the parties hereto as follows: That their respective attorneys may approve and make modifications, other than price and dates, mutually acceptable to the parties. ~~Approval will not be unreasonably withheld, but,~~ if within seven (7) business days after the date of acceptance of the Contract, it becomes evident agreement cannot be reached by the parties hereto, and written notice thereof is given to either party within the time specified, then this Contract shall become null and void, and all monies paid by the Purchaser shall be refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

THE LATER OF  
JANUARY 2, 1990 OR

90562409

Purchaser James A. Gerall

15.00

Seller Maurice Finkle  
Maurice Finkle

Seller Faith Finkle  
Faith Finkle



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9 0 5 6 2 4 0 9

 Land Title Insurance Company

XL-805828-C8

## Legal Description

Parcel 11 That part of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the East and West 1/4 line of said Section with the center line of Rand Road, said intersection being 1514.39 feet West of the East line of said Section (measured on said East and West 1/4 line); thence Northwesternly along the center line of said Rand Road, said center line forming an angle of 47 degrees 00 minutes 30 seconds with the East and West 1/4 line of said Section 145.08 feet to the place of beginning; thence Northwesternly along the center line of Rand Road, 100 feet; thence Northeastly at right angles to Rand Road, 348.28 feet; thence Southeastly along a line that forms an angle of 32 degrees, 36 minutes, 30 seconds to the right with a prolongation of the last described course for a distance of 125.89 feet; thence Southwestly 524.72 feet to the place of beginning, in Cook County, Illinois.

Parcel 21 That part of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, beginning at intersection of East and West 1/4 line of said Section with center line of Rand Road, said intersection being 1514.39 feet West of the East line of said Section measured on said East and West 1/4 line; thence Northwesternly along center line of said Rand Road, said center line forming an angle of 47 degrees, 0 minutes, 30 seconds with East and West 1/4 line of said Section, a distance of 245.08 feet to point of beginning thence Northwesternly along center line of Rand Road 100 feet; thence Northeastly at right angles to Rand Road 471.84 feet; thence Southeastly on a line that forms an angle of 32 degrees, 36 minutes, 30 seconds to right, with a prolongation of last described course for a distance of 125.89 feet; thence Southwestly 348.28 feet to place of beginning all situated in Township of Palatine, in Cook County, Illinois.

P.I.N.'s 02-02-203-036 and  
02-02-203-035

Address of Property: 2021-31 Rand Road, Palatine, IL

Prepared and filed by:

Returns to:

John C. Broihier  
DiLEONARDI & Broihier, Ltd.  
2700 River Road, Suite 300  
Des Plaines, IL 60018

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Property of Cook County Clerk's Office

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