

## UNOFFICIAL COPY

REAL ESTATE CONTRACT

90025612

10. Legal Title Holders of RecordDATE 12/5/88

## OFFER OF PURCHASER

1. The terms of this offer are as follows:

2. We (Purchaser) offer to purchase the real estate known as

811 Sherman

Evanston Cook

St. 60202

City

County

State

Zip

55-35x93 3A GL W.B. J.S.

3. Legally described in exhibit A, as follows:

4. Together with improvements thereon, including personal property, there located on the real estate as of the date hereof, for which a bill of sale will be given, to-wit: screen windows and doors; shades and sun blinds; drapery rods; curtain rods; insulation; curtains; all electrical TV antennas; heating, central cooling, ventilation, lighting and plumbing fixtures; all hot water tanks; shelving; interior shelves; cabinets and bookcases; mirrors; porch shades; painted magazine racks; garage door openers and transmitters; attached fireplace screens; smoke detectors, as well as the following specific items:

**LOT 2 IN WILLIAM G. HOAG'S SUBDIVISION OF LOTS 8 AND 9 IN BLOCK 6  
IN ADAMS AND BROWNS ADDITION TO EVANSTON IN THE NORTH 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, EAST OF CENTER OF ROAD, IN COOK  
COUNTY, ILLINOIS. 11-17-307-00 et al. / 16-0**

7. Purchase price \$ 120,000 initial earnest money \$ 2,000, in the form of Personal check dated 12/5/88  
 8. payable to George K. Reiffel Co., Inc. Upon acceptance of this offer said check shall be properly endorsed  
 9. by Purchaser and deposited by the party designated in Paragraph 7. The earnest money shall be increased by 10% (70%) if deposit of purchase price within 7 days after Seller's acceptance of proposal. Sale initial earnest  
 10. money shall be returned, and this offer shall be void if not accepted on or before 12/5/88 11 PM

11. This contract is contingent upon the ability of Purchaser to secure within 45 days of Seller's acceptance a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of 75% of the purchase amount as Purchaser shall accept, with a fixed interest rate not to exceed 10%, to be amortized over a minimum of 20 years  
 12. with a cap, service charge not to exceed 2.5.

13. If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Purchaser shall so notify Seller in writing within the time specified in Paragraph 7. If SELLER IS NOT  
 14. SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES IF DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE  
 15. FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller may, at Seller's option within 8 additional days after said notice, elect to accept purchase money  
 16. financing at 10 percent simple interest, provided Purchaser agrees to the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans  
 17. made and by any lending institution with a principal office in the Chicago Metropolitan area having assets of at least one billion dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and  
 18. financial information and to sign customary papers relating to the application for and securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money  
 19. financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser.

20. 3. The Purchase Price shall be paid, subject to proration, in 10 installments, provided no final closing check at closing.

21. 4. (a) Closing of escrow period shall be on Feb 28, 1989 provided no conflicts with this contract or has been accepted by Purchaser by conveyance by stamped recordable warranty deed  
 22. with release of Homestead Rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price.  
 23. (b) Title shall be conveyed at the time required by this Contract subject only to General Taxes for 1988 and subsequent years, special taxes or assessments, liens, easements, encumbrances, assignments, understandings,  
 24. agreements, covenants, restrictions, leases, tenancies, subleases, conditional sales, assignments, transfers, reservations, easements, beneficial covenants, zoning, building and liquor restrictions of record, zoning and building laws and ordinances, private, public  
 25. and utility agreements, covenants and restrictions of record as to use and occupancy, party wall rights and agreements, if any, calling leases and tenancies in real estate with multiple units, the mortgage or trust deed, if any, as  
 26. described in Paragraph 2 above, acts done or suffered by or through the Purchaser.

27. 5. Real Estate taxes (based on most recent ascertainable taxes), assignable insurance policies, if requested by Purchaser, rent, if any, water taxes and other provable items including flood hazard insurance shall be prorated to  
 28. date of possession. Fire and liability coverage insurance policies shall be assigned to and accepted by Purchaser at closing. (This does not apply to home owners insurance policies). Purchaser agrees to negotiate  
 29. reasonable rates and terms.

30. 6. Possession shall be delivered on 6/15/89 at 1st floor apt. provided sale has been closed. \$ 100 of the purchase price is to be held in escrow by George K. Reiffel Co., Inc. for security by Purchaser for possession to be paid to Purchaser at the rate of 10% per day for each day possession is withheld beyond said date. Possession shall be delivered when Seller has vacated the premises and delivered the keys to the same to Purchaser or to the listing broker. Any balance in said escrow held after possession is delivered shall be paid to Seller. Notation of possession by Purchaser does not create a landlord/tenant relationship for the purpose of notice.

31. 7. Earnest money and this contract shall be held by George K. Reiffel Co., Inc. for the benefit of the parties hereto. If the Purchaser defaults, earnest money shall be forfeited and applied to payment of broker's commission and any expenses incurred, and balance paid to Seller. At Seller's election, such forfeiture may be in full satisfaction  
 32. of all damages. If Seller defaults, earnest money at option of Purchaser shall be refunded to Purchaser, but such refunding shall not release Seller from its obligations under this contract. Seller and Purchaser agree that  
 33. said earnest money is to be held in a federally insured money market deposit account at a banking institution designated by the Listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to be  
 34. paid to Purchaser at the time of closing or upon termination of this contract.

35. Purchaser's Social Security Number 487-44-0483

36. B. This sale shall be closed at office of Purchaser's mortgagee or, if none, at office of listing broker, provided below

37. (Name) \_\_\_\_\_  
 38. (Address) \_\_\_\_\_  
 39. or, at request of either party, in escrow with the title company issuing the title commitment by date agreed to by escrow. The fee to be divided between Seller and the title company will be determined by the title company.  
 40. the exclusive right to sell or other written listing agreement.

41. Listing broker is George K. Reiffel Co., Inc. Commission due & payable ~~1/2~~ 20% of gross to George K. Reiffel Co., Inc. The cooperating broker, if any,

one of the buyers is a licensed  
Real Estate Agent.

42. PURCHASER George K. Reiffel Co., Inc.

43. PURCHASEE George A. Chastell Address 231 Burnham Pl. Evanston, IL 60212  
 44. City Evanston State IL Zip 60212

45. ACCEPTANCE OF OFFER BY SELLER

46. This 26 day of Dec, 1988 we accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.

47. SELLER William Gilbert Jr.

48. Address 139 S. 19th Ave

49. SELLER William Gilbert Jr.

50. Address 11 Maywood St. Elgin, IL 60153

51. SELLER William Gilbert Jr.

52. Address 11 Maywood St. Elgin, IL 60153

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9. (a) Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than five days prior to the time of closing, a title commitment by an attorney, a title insurance policy issued by a title insurance company licensed to do business in the State of Illinois, in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantee, subject only to: (1) the conditions and limitations and standard or general exceptions contained in the seller's policy as issued by that company; (2) the title exceptions set forth above in paragraph 4(c); and (3) title exceptions which may be contained by the purchaser, if any, at the time of closing and which the Seller may be unaware of at that time by using the funds to be paid upon the delivery of the deed, (d) by delivery by Seller or Commissioner for Title Insurance due to date, by Purchaser's mortgagee in recording mortgage and bringing down title shall not be default of this paragraph. Every title commitment furnished by the Seller herunder shall be conclusive evidence of good title in Seller's favor, subject only to exceptions as therein stated. As to all or any part of said real estate which on the date of this contract was registered in the Office of the Registrar of Titles of Cook County, the Seller may either (1) tender the full commitment herein required, and a currently dated Register of Titles or (2) provide the Owner's duplicate certificate of title, certified copy, thereof, and tender a currently dated Register of Titles species for 1977, and a currently dated Register of Titles federal tax lien search. Every certificate of title or title commitment furnished by the Seller herunder shall be conclusive evidence of good title in Seller's favor, subject only to exceptions as therein stated.

(b) If the title commitment discloses exceptions relating to title other than those referred to in paragraph 9(a), Seller shall have 30 days from the date of the delivery to Purchaser thereof to either: (1) have these exceptions removed from the commitment. If Seller fails to take these exceptions within such time, Purchaser may terminate this contract to any extent up to and including to Seller in the 30 days after the signing of this No Day period, to be title as it then is with the right to deduct from the purchase price basis of encumbrances of a deductible or insurable amount. If Purchaser does not so do, this contract shall become null and void without further action on the parties and the earnest money shall be returned to the Purchaser.

## 10. GENERAL CONDITIONS

(a) If prior to closing, improvements on the real estate are destroyed or rendered incapable of use or other casualty, this contract at option of Purchaser shall be, struck out and void or Purchaser may elect to take an assignment of Seller's insurance proceeds.

(b) Prior to closing, Seller shall furnish a surveyor a licensed land surveyor showing the location of the improvements (including fences separating the real estate from adjoining property owners) and showing all encumbrances, if any. If the Survey discloses improper location of improvements or encumbrances and Seller is unable to obtain title insurance protection for the benefit of Purchaser against loss resulting from such irregular location or encumbrance, Purchaser may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encumbrances of any nature on the survey thus furnished, Purchaser shall bear the cost of any later survey which may be required by Purchaser's mortgagee or lender by Purchaser.

(c) Existing mortgage and loan indebtedness may be paid out of the sale proceeds. Purchaser may place a mortgage on the real estate and apply proceeds on purchase.

(d) All the items of personal property shall be transferred to Purchaser by delivery at closing of a customary Bill of Sale and affidavit of merchantability or witness for purpose. Seller also shall furnish Purchaser an affidavit of title covering the time of closing, subject only to the title exceptions permitted by the contract and title search testimony At 11:45 am.

(e) Seller shall remove all fixtures from the real estate and improvements by date of possession. Purchaser shall have the right to inspect the real estate and improvements during the 48 hour period immediately prior to closing to verify that the real estate, improvements and included personal property are in substantially the same condition, normal wear and tear excepted, as of the date of Seller's acceptance of this contract.

(f) The Seller warrants that neither Seller nor Seller's agent has received notice of any pending code violation which exists on the date of this contract from any city, village, or other governmental authority.

(g) Seller and Purchaser shall execute all documents and provide all information so that any Federal Lender can issue its commitment and close the transaction in accordance with the requirements of the Real Estate Settlement Procedures Act of 1974.

(h) Seller shall comply with the terms of any local municipal ordinance in which the real estate is located relating to the transaction contemplated herein, and shall provide to Purchaser at closing evidence of compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

(i) All notices or other communications which may be made pursuant to or which may be necessary or convenient in connection with this agreement shall be in writing and shall be made to the further name of the addressee which appears after their names for all such addresses as such they be written notice to the other designated by personal delivery or by certified or registered mail. In the case of mailing, notice shall be deemed to be given as of the date notice is placed in the United States mail envelope prepared.

(j) Purchaser acknowledges for the benefit of Seller and for the benefit of those parties that neither the Seller, Broker, nor any of their agents have made any representations with regard to any material fact relating to the real estate, its improvements and included personal property unless such representations are in writing and further, that Purchaser has made such investigations as Purchaser deems necessary or appropriate to satisfy Purchaser that there has been no deception, fraud, false pretenses, false promises, misrepresentations, commitments, suggestions or omission of any material fact by the Seller, the Broker, or any of their agents relating to the real estate, its improvements and included personal property.

(k) Purchaser shall furnish flood insurance required by any lender and shall pay any usual and customary processing costs or charges incurred by any lender.

(l) Time is of the essence, provided that Seller and Purchaser may extend any date of time limit set forth herein by a written agreement executed by Seller and Purchaser or their authorized agents.

(m) This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Purchaser shall execute or cause to be executed all documents and take or cause to be taken all steps necessary in order that Purchaser shall have no liability either actual or potential under the Act.

The terms of the Rider(s) consisting of \_\_\_\_\_ pages attached hereto is made a part hereof.

DEPT-01 RECORDING \$15.75  
TRAN 2000 01/18/01 10:14:00  
12806 50-5901-028612  
COOK COUNTY RECORDER

This contract is provided as a courtesy by the North Shore Board of Realtors® which assumes no responsibility for its legal sufficiency or contents.



ALBERT GASKIN  
817 MAIN STREET  
EVANSTON, IL 60201  
90028612