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DUPAGE BOARD OF REALTORS*
STANDARD VACANT LAND SALES CONTRACT

13.00



1. BUYER(S) RANDALL L. & PATRICIA S. BECKINGA
Address 1134 ALPINE LANE City LEMONT State IL Zip 60439

agrees to purchase, and SELLER(S) WILLIAM PATETE
Address 8901 S. ROBERTS ROAD, #204 City HICKORY HILLS State IL Zip 60457

agrees to sell to Buyer(s) at the PRICE of NINETEEN THOUSAND AND NO/100
Dollars (\$ 19,000.00)

Property located at WALKERS ROAD AND HILLCREST MANOR
(City of LEMONT County of COOK Illinois.)

and legally described as follows: (Legal description must be inserted or attached prior to signing of Contract.)
LOT 6 IN HILLCREST MANOR, A SUBDIVISION OF THE NORTH 30 ACRES OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 22 TOWNSHIP 37 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. P.I.N 22-22-300-007 100' X 300' (Approximate lot dimensions must be inserted prior to signing of Contract.)

A 9PC 217-0

2. EARNEST MONEY Buyer has paid \$ 100.00 (indicate check and/or note and due date) (and will pay within 45 days the additional sum of \$ 18,900.00) as earnest money to be applied toward the purchase price. ... * THE EARNEST MONEY WILL BE HELD BY SELLER IN GOOD FAITH.

3. THE CLOSING DATE July 1, 1990 (or on the date, if any, to which said date is extended by reason of paragraph 13) at to be determined at a later date, or at Buyer's lending institution, if any.

4. POSSESSION: Possession shall be granted to Buyer(s) at the time of closing unless otherwise agreed in writing by the parties.

5. THE DEED: Seller shall convey or cause to be conveyed to Buyer (in joint tenancy unless otherwise specified herein) or Buyer's Nominee (provided Buyer notifies Seller of the name and address of said Nominee not less than five (5) days prior to closing) by a recordable, stamped, general Warranty Deed with release of homestead rights, good title to the premises subject only to the following "permitted exceptions" if any: (a) General real estate taxes not due and payable at time of closing; (b) Special assessments confirmed after this Contract date; (c) Building, building line and use or occupancy restrictions, conditions and covenants of record; (d) Zoning laws and ordinances; (e) Easements for public utilities; (f) Public roads and highways and easements pertaining thereto.

6. SOIL TEST: The Buyer shall have the option at his expense of obtaining a soil test within 45 days of Contract date. If said soil test shows abnormal building conditions, Buyer at his option may serve written notice within the time specified upon Seller or Seller's attorney, including a statement of the specific abnormal building conditions and shall thereafter provide Seller with a copy of the soil test, whereupon this Contract shall become null and void and all earnest money paid by Buyer shall be refunded to Buyer. IN THE EVENT THE BUYER 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.

N/A

7. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer obtain within days after the date of this Contract, at Buyer's expense, a building permit and an acceptable septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject premises. If Buyer has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain them within the time specified, Buyer may, at Buyer'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 Buyer shall be refunded to Buyer. IN THE EVENT BUYER 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.

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8. SURVEY: Prior to closing date, Seller(s) shall at Seller's expense deliver to Buyer(s) or Buyer's attorney, a spotted survey of the premises dated not more than six (6) months prior to the closing date certified by a licensed surveyor, having all corners staked and showing all improvements, easements and building lines existing as of this Contract date. If requested, Seller(s) shall provide an affidavit verifying that no changes and improvements have been made since the date of said survey.

9. BUYER'S ACKNOWLEDGEMENT: The BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS OF SELLER OR SELLER'S AGENT(S) REGARDING ZONING LAWS, BUILDING LINES, USE AND OCCUPANCY RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD NOT EXPRESSLY CONTAINED HEREIN ARE BEING RELIED UPON BY BUYER.

10. SELLER'S REPRESENTATION: Seller represents that the property is not located within a designated flood plain and that he has received no notice of any ordinance or building code violation or pending special assessment, condemnation, rezoning, or annexation from any governmental body in connection with the subject premises.

N/A

11. COMMISSION: Seller(s) agrees that Listing Broker, brought about this sale and agrees to pay a Broker's commission as agreed: COOPERATING BROKER.

12. TERMS AND CONDITIONS: This Contract is subject to the Terms and Conditions set forth on the reverse side hereof, which are expressly understood to be a part of the Contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED UNDER THE SUPERVISION OF THE DUPAGE BOARD OF REALTORS* AND THE DUPAGE COUNTY BAR ASSOCIATION. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT AND TO SEEK LEGAL COUNSEL. ALL REALTORS* INVOLVED IN THIS TRANSACTION HAVE AN AGENCY RELATIONSHIP WITH THE SELLER(S).

Date of Acceptance MARCH 11, 1990 (The date shall be inserted only after the parties have agreed to all the terms and conditions of this Contract.)

BUYER(S) [Signature] Tax ID/SS No. 312-52-5385
BUYER(S) [Signature] Tax ID/SS No. 345-48-4475
SELLER(S) [Signature] Tax ID/SS No. 353-01-7570
SELLER(S) [Signature] Tax ID/SS No. [Blank]

Box 30

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TERMS AND CONDITIONS

13. **ATTORNEYS MODIFICATION:** The terms of this Contract (and all riders attached) except purchase price are subject to modification by the parties attorneys within five (5) days from the date of acceptance. Notice of modification, if any, shall be in writing and shall state the specific terms being modified and the suggested revisions. If within ten (10) business days of the date of acceptance agreement is not reached, this Contract shall be null and void and all earnest money shall be returned to Buyer(s).

14. **TITLE:** (a) At least five (5) business days prior to the closing date, Seller(s) shall furnish or cause to be furnished to Buyer(s), at Seller's expense, a commitment issued by a title insurance company licensed to do business in the State of Illinois to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy including coverage over General Schedule B Exceptions in the amount of the purchase price (and, if title to the premises is registered with the Registrar of Titles, then in addition to said commitment, an owner's duplicate Certificate of Title issued by the Registrar of Titles and a special tax and lien search) covering the date hereof, subject only to: (1) the "permitted exceptions" as set forth in paragraph 5; (2) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing in which case an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller(s) at closing; and (3) acts done or suffered by, or judgments against Buyer(s), or those claiming by, through or under Buyer(s). (b) If the title commitment discloses unpermitted exceptions, Seller(s) shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the closing date shall be delayed, if necessary, during said 30-day period to allow Seller(s) time to have said exceptions waived. If Seller(s) fails to have unpermitted exceptions waived or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, Buyer(s) may terminate the Contract between the parties, or may elect, upon notice to Seller(s) within ten (10) days after the expiration of the 30-day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If Buyer(s) does not so elect, this Contract between the parties shall become null and void, without further action of the parties, and all money paid by Buyer(s) hereunder shall be refunded. (c) Every title commitment which conforms with subparagraph "a" shall be conclusive evidence of good title as therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

15. **AFFIDAVIT OF TITLE:** Seller(s) shall furnish Buyer(s) at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted special exceptions set forth in paragraph 5, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 14. In the event that this Contract between the parties calls for title to be conveyed by a Trustee's Deed, the Affidavit of Title required to be furnished by Seller(s) shall be signed by the beneficiaries of said Trust.

16. **PRORATIONS:** (a) General real estate taxes shall be prorated as of the closing date on the basis of the tax assessor's latest assessed valuation, the latest known equalization factors, and the latest known tax rate. (b) Homeowner's Association dues, maintenance charges, assessments and other terms customarily prorated shall be prorated as of the date of closing. (c) The parties agree to take all necessary steps to obtain a tax provision for the premises, if necessary.

17. **ESCROW CLOSING:** At the election of Seller(s) or Buyer(s), upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through an escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money escrow agreement consistent with the terms of this Contract. Upon creation of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow. The cost of the Escrow shall be divided equally between Seller(s) and Buyer(s), except that Buyer(s) shall pay the money lender's escrow charges.

18. **PERFORMANCE:** Time is of the essence of this Contract. Should Buyer(s) fail to perform this Contract, then at the option of Seller(s) and upon written notice to Buyer(s), the earnest money shall be forfeited by Buyer(s) as liquidated damages and this Contract shall thereupon become null and void and Seller(s) shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all rights in and title to the premises and any improvements made upon said premises by Buyer(s) shall vest in Seller(s). Buyer(s) or Seller(s) shall pay all reasonable attorney's fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Contract, including forfeitures or specific performance, or in defending any proceeding to which Buyer(s) or Seller(s) is made a party as a result of the acts or omissions of the other party.

19. **NOTICES:** All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and served upon the other party or their attorney personally or deposited properly addressed to such party at the address herein set forth in the U.S. mail postage paid, certified or registered mail, return receipt requested. Notice by mail shall be deemed served, effective and given when deposited into the U.S. mail in accordance herewith.

20. **TRANSFER TAX STAMPS:** (a) Seller(s) shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. (b) Any applicable City or Village transfer tax shall be paid by the party designated in the Ordinance of the Municipality imposing the tax except if no party is so designated, then the City or Village transfer tax shall be paid by Buyer(s).

21. **STATUTORY COMPLIANCE:** Buyer(s) and Seller(s) shall provide, and consent to the reporting of all information regarding this sale required by any act, regulation or statute, including all amendments thereto, of the United States of America, or the State of Illinois, (or any agency or subdivision thereof) including but not limited to the following: a) All provisions of Section 1445 of the Internal Revenue Code including any withholding requirements thereof; b) All provisions of Section 6045 of the Internal Revenue Code including disclosure of tax identification numbers, sales price, net sales proceeds and forwarding addresses; c) if the Seller is a business that is subject to the provisions of the Illinois Retailers' Occupation Tax Act, Buyer(s) and Seller(s) shall provide all information and documentation necessary, file any and all reports, and withhold from the proceeds of sale such funds, all as may be required under Section 444 of Chapter 120 of the Illinois Revised Statutes.

22. **MERGER OF AGREEMENTS:** This Agreement contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

PREPARED BY:

JAMES E. De BRUYN
ATTORNEY AT LAW
15252 S. Harlem Avenue
532-3223 Orland Park, IL 60462

COOK COUNTY, ILLINOIS
NOTARY PUBLIC

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JAMES P. SHAW
CLERK OF COOK COUNTY