

UNOFFICIAL COPY

REAL ESTATE CONTRACT

9 0 2 3 5 2 1 3

90235218

10 Owner of Record (Seller) DATE March 26, 1990

OFFER OF PURCHASER
1 The terms of this offer are as follows:
2 1990 (Purchaser) offer to purchase the real estate known as 3891 Greenacre Northbrook Cook Illinois
Street City County State Zip

100 x 304

3 Legally described (or exhibit A if any) and area approximately
4 Together with improvements thereon and the building personal property if any located on the real estate as of the date hereof, for which a bill of sale will be given, screens, storm windows and doors, shades, window blind
5 drapes, rods, curtain rails, radiator covers, attached TV antennas, heating, central cooling, ventilating, lighting and plumbing fixtures, attached mirrors, shelving, interior shelving, cabinets and bookshelves, awnings, por
6 shades, planted vegetation, garage door openers and transmitters, attached fireplace screens, smoke detectors, as well as the following specific items: refrigerator, washer, dryer
stove, dishwasher DEPT-01 RECORDING \$16

TW222 TRIN 6599 05/21/90 14:43:00
#6402 # 1 * -90-235218

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7 1 - Purchase price \$ 225,500.00 Initial earnest money \$ 10,000.00 COOK COUNTY RECORDER 3/26/90
8 payable to Keonig & Strey Upon acceptance of this offer, said check shall be properly endorsed
9 by payee and deposited by the party designated in Paragraph 7. The earnest money shall be held in escrow to 10% (20% if unimproved) of purchase price within 7 days after (Seller's) acceptance hereof. Said initial earn
10 money shall be returned, and this offer shall be void if not accepted on or before 3/29/90

11 2 - This contract is contingent upon the ability of purchaser to secure within _____ 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 and
12 amount of \$ _____ or such lesser amount as Purchaser shall accept, with a fixed interest rate not to exceed _____ % per annum to be amortized over a maximum of _____ year
13 with a loan service charge not to exceed _____ %

14 If Purchaser makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplates herein, Purchaser shall promptly notify Seller in writing within the time specified in Paragraph 2. IF SELLER IS NOT
15 SO NOTIFIED WITHIN SUCH TIME PERIOD, PURCHASER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE ACCEPTED THE OFFER AND SHALL BE BOUND BY THE TERMS OF THE OFFER AND SHALL BE DEEMED TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE
16 FINANCING OR BASED UPON THE MORTGAGE COMMITMENT AS SPECIFIED HEREIN. If Seller is so notified, Seller may, at Seller's option, within _____ additional days after said notice, elect to accept purchase money
17 financing or to secure a mortgage commitment on behalf of Purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loan
18 established by any lending institution with a principal office in the Chicago Metropolitan area having assets of at least one million dollars. If Seller is so notified, Purchaser agrees to furnish to Seller all requested credit and
19 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
20 financing as herein provided, this contract shall be null and void and the earnest money shall be returned to Purchaser.

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21 3 - The Purchase Price shall be paid, subject to provisions, all in cash, by cash, check or certified check at closing
22 4 - (a) Closing of purchase price shall occur April 30, 1990 _____
23 with release of Home Lead Right; for other appropriate deed if title is in trust or in an estate and a bill of sale if title has been accepted by Purchaser by conveyance by stamped recordable warranty deed
24 (b) Title shall be conveyed at the time required by this Contract subject only to the usual covenants, conditions and restrictions of record, zoning laws and building laws and ordinary laws, (public utility
25 easements, covenants and restrictions of record as to use and occupancy, party wall rights and other restrictions) and any other restrictions of record, zoning and building laws and ordinary laws, (public utility
26 easements, covenants and restrictions of record as to use and occupancy, party wall rights and other restrictions) and any other restrictions of record, zoning and building laws and ordinary laws, (public utility
27 easements, covenants and restrictions of record as to use and occupancy, party wall rights and other restrictions) and any other restrictions of record, zoning and building laws and ordinary laws, (public utility

28 5 - Real Estate taxes (based on most recent ascertainable taxes), assignable mortgage policies, if any, and other payable items including flood hazard insurance shall be prorated
29 date of possession. Fire and extended coverage insurance policies shall be assigned to and accepted by Purchaser at closing. (This does not apply to home owners insurance policies.) Parties hereto agree to represent and
30 _____ bill is available.

31 6 - Possession shall be delivered at closing _____ provided said item been listed _____ 5,000.00 of the purchase price is to be held
32 escrow by Keonig & Strey _____ security in Purchaser for possession to be paid to Purchaser at the rate
33 of \$ 250.00 per day for each day possession is withheld beyond said date. Possession shall be deemed given when Seller has vacated the premises and delivered the keys to the same to Purchaser or to a
34 Broker(s). Any balance in said escrow fund after possession is delivered shall be paid to Seller. Retention of possession by Seller does not constitute a landlord-tenant relationship for the purpose of notice.

35 7 - Earnest money and this contract shall be held by Keonig & Strey _____ for the benefit of the parties here
36 If the Purchaser defaults, earnest money shall be forfeited and applied in payment of the broker's commission and any expenses incurred, and balance paid to Seller. If Seller's election such forfeiture may be in full settlement
37 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
38 said earnest money is to be held in a federally insured escrow account at a bank or institution designated by the listing Broker. All interest earned on the earnest money is to accrue to Purchaser and is to
39 paid to Purchaser at the time of closing or upon termination of this Contract.
40 Purchaser's Social Security Number 335-46-9457

41 8 - This sale shall be closed at office of Purchaser's mortgage or if none, at office of listing Broker, or at specified below
42 (Name) Title Company (Address)
43 or at request of either party, in escrow with the title company retaining the title commitment by check and money, escrow fee to be divided between Seller and Purchaser. Seller will pay a broker's commission as provided
44 the Exclusive Right to Sell or other written listing agreement.

45 Listing broker is Keonig & Strey The cooperating broker, if any, is Jasco Realty, Inc.
46 PURCHASER David Petrigh or Nominee Address 134 N. LaSalle Street, Suite 1323
47 PURCHASER [Signature] Chicago, Illinois 60602
City State Zip

48 ACCEPTANCE OF OFFER BY SELLER
49 This 2 day of April, 1990, we accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of this contract.
50 SELLER [Signature] Address _____
51 SELLER Theresa K. Stone City State Zip

16.25

52 (a) Seller shall deliver or cause to be delivered to Purchaser...
53 learned to his business in the State of Illinois, as the amount of the purchase price...
54 and standard of general exceptions contained in the contract policy issued by the company...
55 the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed...
56 in recording mortgage and bringing down title shall not be default of this paragraph...
57 exceptions as therein stated. As to all or any part of said real estate which is not...
58 herein required, and generally stated throughout this contract...
59 a currently dated map of the title...
60 (b) If the title commitment discloses exceptions...
61 from the commitment...
62 as if there is with the right to deduct from the purchase price...
63 and the earnest money shall be returned to the Purchaser

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10. GENERAL CONDITIONS

(a) If prior to closing, improvements on the real estate are destroyed or materially damaged by fire or other casualty, this contract of option of Purchaser shall become null and void...
(b) Prior to closing, Seller shall have a survey by a licensed land surveyor showing the location of the improvements...
(c) Existing mortgage and lien indebtedness may be paid out of the sale proceeds...
(d) All of the items of personal property shall be transferred to Purchaser by delivery at closing of a certificate of title...
(e) Seller shall remove all debris from the real estate and improvements by date of possession...
(f) The Seller warrants that Seller and Seller's agent has received notice of any existing code violation...
(g) Seller and Purchaser shall execute all documents and provide all information so that any Federal Order can issue its endorsement...
(h) Seller shall comply with the terms of any municipal ordinance for municipality in which the real estate is located...
(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...
(j) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that neither the Seller, broker, nor any of their agents have made any representation with respect to any material fact...
(k) Purchaser shall furnish flood insurance required by any lender and shall pay any local and customary processing costs or charges...
(l) Time is of the essence, provided that Seller and Purchaser may change any date or time hereon by a written agreement...
(m) This contract and the transaction described herein may be subject to the jurisdiction of the Foreign and Real Property Tax Act of 1980 and all amendments thereto...

This contract is contingent on purchaser's attorney and seller's attorney's approval within 2 days of seller's acceptance.

The terms of the rider(s) consisting of _____ pages attached hereto is made a part hereof

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

30235218

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THAT CERTAIN REAL ESTATE CONTRACT DATED 3/26, 1990 FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS 3841 Green Acre, Northbrook, ILLINOIS, ENTERED INTO BY owner of record ("SELLER") AND David Patrick ("PURCHASER")

ATTORNEY'S APPROVAL

This contract is contingent upon the approval hereof as to form by the attorney(s) for Purchaser and Seller within 5 days after Seller's acceptance of this contract.

Unless written notice of disapproval is given within the time period specified above, this contingency shall be deemed waived and this contract will remain in full force and effect.

If written notice of disapproval is given within the time period specified above, then this contract shall be null and void and the earnest money shall be returned to Purchaser.

The notice of disapproval may be given by either party hereto or by their respective attorney. For purposes of this Rider, the written notice of disapproval must be personally delivered and shall be deemed given and be effective as of the date when such notice is received by Seller or by Listing Broker as agent for Seller, if such notice of disapproval is being made on behalf of Purchaser. If such notice of disapproval is being made on behalf of Seller, said notice shall be deemed given on the date when such notice is received by Purchaser or the Cooperating Broker, if any, as representative of Purchaser for the limited purpose of the receipt of notices under the terms of this Rider.

Property of Cook County Clerk's Office

90235218

PURCHASER:

[Signature]

SELLER:

[Signature]
Shelma K. Thoma

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**RIDER TO REAL ESTATE CONTRACT
DATED MARCH 26, 1990
BETWEEN
DAVID PETRICH
and
VINCENT AND THELMA THOMA**

~~1. The parties hereto acknowledge and agree that there is currently pending a certain real estate contract to purchase the subject real estate which contains a contingency clause allowing Purchase thereto thirty-five (35) days from date of Seller's acceptance thereof; i.e., March 5, 1990, to obtain a mortgage loan commitment.~~

In the event said Purchaser is unable to secure said commitment within the period provided and, pursuant to its terms, the contract shall become null and void, then and in that event, the contract between the parties hereto originally dated March 26, 1990, shall be in full force and effect upon written notification thereof by Seller, his agent, to Purchaser or his agent. ~~The Purchaser shall have the right, prior to the above written notification, to negate the contract and obtain the return of its earnest money.~~

2. Notwithstanding anything contained in Paragraph 4 or elsewhere in this contract, the closing date is hereby extended from April 30, 1990, to May 30, 1990.

3. The parties hereto agree that seller shall be permitted to retain possession of the real estate for a period not to exceed sixty (60) days following date of closing without cost to Seller. Seller agrees to maintain the real estate in good repair and commit no waste during the period which he shall retain possession.

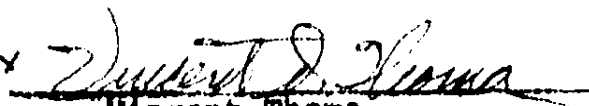
Dated: March 29, 1990

Purchaser:

Seller:

90235218


David Petrich


Vincent Thoma


Thelma Thoma

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RIDER TO REAL ESTATE CONTRACT
DATED APRIL 2, 1990

BETWEEN
DAVID FEIRICH
AND


VINCENT AND THELMA THOMA

^{height}
exclude 5 foot ^{height} fencing on west side of property
L.R. and H.R. driveway.

30235218

SELLER: Vincent D. Feirich

SELLER: Thelma F. Thoma



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