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Address: c/o RONALD M. SHANE, 3801 S. SALINA ST., CHICAGO, IL 60601

Type Name: CATHARINE SHANE, Type Name: Aetna Bank, as trustee, u/c #

SELLER: Aetna Bank, as trustee, u/c #

BUYER: KILLION PROPERTIES

Accepted this 19th day of July 1988

Address: 1971 W. BERGREEN, CHICAGO, IL 60622

Type Name: BUYER

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

In this contract, the singular includes the plural and the masculine includes the feminine and neuter.

Possession escrow shall not at anytime be considered as preparation of Seller's use and occupancy of said premises, nor shall Broker be responsible for settling of use and occupancy between the parties hereto.

7. Seller is to vacate, surrender and deliver possession of these premises in accordance with the terms of this agreement.

6. Closing of escrow shall be on July 15, 1988, provided title has been shown to be good or is to be mutually agreed.

5. Seller represents and warrants that: (a) existing leases, if any, are to be assigned to Purchaser at closing...

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights...

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (delete inapplicable subparagraphs): (a) All in cash, cashier's check or certified check...

2. Initial earnest money \$14,000.00, in the form of cashier or certified check.

1. Purchase price \$207,500.00

1118-24 West Fulton, Chicago, IL 60607

70 X 100 feet, together with improvements thereon, including the following, if any, now on premises belonging to Seller...

1. Purchase price \$207,500.00

2. Initial earnest money \$14,000.00

3. The balance of the purchase price shall be paid at the closing, plus or minus provisions, as follows (delete inapplicable subparagraphs):

(a) All in cash, cashier's check or certified check, or any combination thereof.

(b) Assumption of existing mortgage - Buyer hereby assumes payment of the indebtedness secured by the mortgage (or trust deed) of record, provided there is no default as of date of closing.

(c) Mortgage Contingency - This contract is contingent upon Purchaser securing within days of acceptance hereof a mortgage commitment for \$ per annum to be amortized over years, payable monthly, and loan cost not to exceed % plus appraisal and credit report fee, if any.

(d) Purchase Money Note and Mortgage or Article of Agreement for Deed, Purchase will pay \$ per annum to be amortized over years, payable monthly, the final payment due the appropriate Chicago Title and Trust Company Note and Trust Deed forms shall be used, or the George E. Cole Agreement for Warranty Deed, whichever is applicable.

(e) Assumption of Existing Mortgage - Buyer hereby assumes payment of the indebtedness secured by the mortgage (or trust deed) of record, provided there is no default as of date of closing.

THIS DOCUMENT BEING RECORDED DUE TO THE TRANSACTION OF SETTLEMENT OF SELLER'S OBLIGATIONS OF SELLER IN A COURT ORDER BY THE COURT IN CHICAGO, ILLINOIS, KILLION PROPERTIES, (PURCHASER) + D.R. SHANE + CATHARINE SHANE (SELLER), DURING THE ABOVE COURT ORDER TO BE CANCELLED AND RECALLED.

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NORTHWEST REAL ESTATE BOARD REAL ESTATE SALE CONTRACT - INVESTMENT - APARTMENT



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1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other payable items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at 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 five days prior to closing date, Seller shall show to Purchaser or his agent evidence of merchantable title in the intended grantor (a) by exhibiting owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed in the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, or (b) by delivering a Commitment for Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this offer, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment for Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment for Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title discloses other exceptions, Seller must have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser 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 making of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

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

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

7. At the request of Seller or Purchaser, evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, the title shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the standard form of Escrow 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 the 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 escrow shall be binding on the escrow and the broker shall be equally bound between Purchaser and Seller.

8. The owner agrees to furnish a survey by a licensed surveyor prior to closing showing the location of the buildings thereon to be within the lot lines and showing no encroachments of buildings from adjoining properties.

9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.

10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

11. Seller shall have the right to pay off any existing mortgage(s) out of the proceeds of this sale.

12. Purchaser may place a mortgage on this property, and apply proceeds of such mortgage to the purchase price.

13. Purchaser and Seller hereby agree to make all encumbrances and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended.

14. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent or other person authorized to sign such declaration as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by Purchaser.

15. Seller shall have from premises by date of possession all debts and Seller's personal property not conveyed by Bill of Sale to Purchaser. Seller agrees to surrender possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.

16. Seller agrees to the essence of this contract.

17. Seller to list covering Rent Schedule-Leases-Security Deposits. (FORM - INVEST)

19. Notwithstanding any of the printed portions of this contract, the following terms and provisions are hereby applicable:

a. The title company to be used shall be Mid-America Title, unless the property is in tortens in which event the Seller shall not be obligated to obtain a title policy.

b. The Purchaser will pay to the Sellers \$14,000.00 as and for the earnest money, which is non-refundable to the Purchaser in the event the transaction is not consummated for any reason whatsoever, other than title defects.

Purchaser is buying this property in its present condition with the understanding that the purchase price has been reduced because there are building violations on the premises. That there is presently pending in the Circuit Court of Cook County a building violation case namely: The City of Chicago vs. D. Raymond Shane, Case Number [redacted]. That upon the closing of this transaction, the Seller shall be responsible for any and all building violations on the said property. That Purchaser will indemnify, reimburse and save harmless the Seller, D. RAYMOND SHANE, or any and all other Defendants who are listed on the building violations. That any fines or other charges in this litigation shall be at the sole expense of the Purchaser.

20. There is no brokerage commission hereunder, and the Seller represents that he has not been shown this property by any real estate broker, and consequently the Seller shall have to pay no real estate commission.

21. There is no brokerage commission hereunder, and the Seller represents that he has not been shown this property by any real estate broker, and consequently the Seller shall have to pay no real estate commission.

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14/11/08

Chicago Heights, IL 60411
220 E. 21st Street
K. Killian

This instrument prepared by

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Mail too



DEPT. OF RECORDING
149999 TRAM 0881 06/01/53 15:00:00
4068 + 15 * 90-255932
COOK COUNTY RECORDER
11.25

1. The legal PIN# is 17-08-409-003 and 17-08-409-003
 2. The common address is 118-24 W. Filson, Chicago, Illinois and 309 N. May Street, Chicago, Illinois
 3. The legal description is as follows:
Lots 15, 16, and 17 in Stephen F. Gale's Subdivision of Block 12 in Carpenters addition to Chicago in 3rd Township 39 North Range 14 East of the 3rd Principal Meridian in Cook County, Illinois
- This is part of contract dated 5/13/08 by + between D. Roy mark share + Catherine share (seller) + Killian Properties, aka Kathleen Killian (Buyer)

Property of Cook County