



UNOFFICIAL COPY

Reg. No. 90341649

(THIS FORM NOT TO BE USED FOR FINVAHUU FINANCING)

Date of offer: 8-22-89

I/We offer to purchase the property known as:

1302 N W MEADOWS BLVD (Address) (City) (State) (ZIP Code)

together with all improvements thereon and appurtenances thereto belonging, and the following items of personal property for which a Bill of Sale will be given at closing:

1. Purchase Price \$26,000
2. Earnest Money Deposit \$ in the form of cash, check or in the form of a Promissory Note to be redeemed within days after the date of acceptance...

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows. ALL IN CASH, CASHIER'S CHECK, CERTIFIED CHECK, CHECKS FROM LICENSED TITLE COMPANIES, OR ANY COMBINATION THEREOF.

4. Mortgage Contingency This contract is contingent upon the Purchaser securing within days of the acceptance hereof a written mortgage commitment (fixed rate, adjustable rate or on the real estate herein in the amount of \$ with interest at not more than % per annum (plus private mortgage insurance, if applicable) to be amortized over years, payable monthly, and loan origination and/or service charges not to exceed % plus loan processing fees, if any.

5. 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 (or other appropriate deed if title is in trust or in an estate), subject only to the following, if any: covenants, conditions and restrictions of record, public and utility easements; roads and highways; party wall rights and agreements; existing leases and tenancies, and subject only to real estate taxes not due and payable at the time of closing.

6. Seller represents and warrants that the existing lease(s), if any, shall be assigned to Purchaser at closing, none of which expire later than and said existing lease(s) have no option to renew, cancel, or purchase (A copy of any written lease(s) is to be delivered to the Purchaser within seven days after the acceptance of this contract); the present monthly gross rental income is \$ The Seller shall not enter into any new lease(s) nor shall the seller renew any current lease(s) after the date of acceptance and up and through the date of closing without the consent of the Purchaser.

7. The time of closing shall be on 8-22-89 or 10 days after notice that financing has been procured or on that date, if any, to which such time has been extended by reason of the terms and conditions hereafter becoming operative (whichever date is later). The closing shall take place at any of the following locations: at the office of the lender; or at the title company escrow closing office or location situated geographically nearest the property, if any, or as may be mutually agreed by the parties, provided title is shown to be good or is acceptable by Purchaser.

8. Seller is to vacate, surrender and deliver possession of these premises (occupied by Seller) to Purchaser on or before days after closing. Seller shall pay Purchaser for days in advance the sum of \$ per day for use and occupancy commencing on the first day after closing up to and including the date possession is surrendered to Purchaser, or on a monthly basis, whichever is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered. In addition, in the event Seller does not vacate as agreed, the Seller shall pay Purchaser 2% of the sales price or \$1,000.00, whichever is greater, which sum shall be held from the net proceeds of the sale on escrowee's form of receipt as liquidated damages. Possession escrow shall not at any time be considered as prepayment of Seller's use and occupancy of said premises, nor shall Broker be responsible for settlement of use and occupancy between the parties hereto. Broker shall have fulfilled his entire obligation under this agreement by disbursing the escrow funds in accordance with this agreement. This provision shall not apply to that portion of the premises occupied by Seller's tenants. Possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys to the premises to the Purchaser or to the holder of the possession escrow provided above.

In this contract, the singular includes the plural.

THIS CONTRACT IS SUBJECT TO THE GENERAL PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF AND RIDERS # 101 ATTACHED HERETO, WHICH RIDERS ARE MADE A PART OF THIS CONTRACT.

PURCHASER [Signature] PURCHASER [Signature]
Print Name ANTHONY MARIANO Print Name
Address

Accepted this 22 day of AUG, 1989. The Seller hereby agrees to be bound and to comply with all of the foregoing terms and conditions and further agrees with Broker to pay a Broker's commission to in the amount as per listing agreement.

SELLER [Signature] SELLER [Signature]
Print Name RUDOLFO MENDOZA Print Name RONALD R. FABIANI
Address 1010 W. LAKE ST. 364-706458

FOR INFORMATION ONLY AND NOT PART OF CONTRACT

Listing Agent's Name Selling Agent's Name
Company Phone Company Phone
Seller's Attorney Phone Purchaser's Attorney Phone

14.00

PARTIAL PROPERTY OWNER IS ALLEGED REALTOR IN ILLINOIS

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P.L.N.: 15-03-308-019

Lot 12 in Block 148 in Melrose, a Subdivision of Lots 3, 4 and 5 in Superior Court Partition in Section 3 and 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION FOR THE PROPERTY COMMONLY KNOWN AS: 1302 North 24th Avenue, Melrose Park, Illinois 60160: