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NORTH SIDE REAL ESTATE SOARD 19146646 OLCHVORS

	o purchase the property	known as: 3659 N.	Spaulding, Chic	CHADIT JE E	50618 838 (1) (1)	OJ SPANIT
lat approximately	per survey	feet, together	(Address) with improvements the	pereon, including	the following,	if any, now on
premises, for whi	ch a Bill of Sale is to be attached TV antenna; ho shelving, interior shutter	given; screens; storm w	ndows and doors; shau unit air conditioners	les; venetian bli , ventilating, li	nds; drapery rod: thting and plut	s; curtain rods; nbing fixtures;
attached mirrors,	shelving, interior shutter	rs, cabinets and bookcas	es; awnings; porch si	ades; planted ve	gotation; garage	a door openers;
fireplace screens:	rofrigerator; rango; dishwas	ther and disposal; tacked	down carpeting; and als	30		
			Ou on on	(BAD)		A_1
1. Purchase price	s 445,000.00 /	22,500.00				DADA
9 Initial aurnost	money \$ 1,000.00	in the f	orm of premiseor		onal chec	SHASE PEL
shall be held by	unia resity	nest money shall be retur	ned and this contract s	hall be void if no	t accepted by Sel	ler on or before
as escrowed, for t	he benefit of the parties h	oretoʻin: an established (ing Broker.	serow necount in comp	MINIES WICH CHE	TAB OL CHE DUICE	. 0
3. The balance	of the purchase price *	hall be paid at the c	losing, plus or minu	s prorations, as	follows (STRH	CE THROUGH
(a) CashC	ashier's Check or Certific	ed Check, or Any Comu	ination Incidor.	ė.		
(b) Assump	tion of Existing Mortgag	<u>e</u> (See Rider 705, if Appli	cable.)		dam uffar norm	dance haract n
(c) Mortga	go Contr gency. This con	ntruct is contingent, upo	n Purchuser securing. un decinktud-t a b <u>u-iu</u>	ide by U.S. or II	linois savings w	orisosan anol la
tions or banks, fo	ge Contribute. This con three rate martings, or 101, 23.00 116,	375,00 000	te Significant to	nte if an adjusta	de rate mortgag	e) not to except
	annual am at all avar-	Vinite, Di	(value monency, com-	TOU MULE DO DING		1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
and credit report	t fee, if any, if guid mor for private morty in motify Seller in writing wi	rtgage has a balloon pa	yment, it shall be d lending institution. If	ue no sooner th Purchaser does	not obtain suc	years. Pur- h_commitment.
Purchaser shall	notify Seller in writing wi	thin said number of day	s. If Seller is not so	notified, it shall	be conclusively if Seller is so	presumed that notified, Seller
PHYPROSOP BOX 80	ecurea such communicació.	Of will but course butter !		0.0		
have the option as a third on	of extending the closing irty. Purchaser shall fi	nulgh all reducated	eredit information,	ign customary	deciments re	lating to the
application and a	equal number of additional extending the closing rity. Purchaser shall fix securing of such commitment for Purchaser, Soller nor shall be returned to Purchaser.	en', and pay one applic Lro', e secures auch co	imitulent us apaso bi	ovided, this cont	ract shall be pu	I and vold and
all carnest money	shall be returned to Purch	nser, and Seller shall not	be liable for any sales	commission.		पार्व कशोधः स्वता म
	or VA moregage is to be eable to Seller, provided Se	Marketinia intermentalistica	t	1.22		
	3	The second secon	normal birth Desert Parer	msor shall pay \$_	Promise Tail Is as	
(which sum includ	es earnest money) and the t	halanca ny (51 THA	JUGH ONED: (Purchus	e money riole am	per annum to be	amortized over
	n the amount of \$ears, payable monthly, the	final payment due	with interest at the re	., 19 w	ith unlimited pro	epayment privi-
lege without pen	ears, payable monthly, the alty. Payments into escro rument, Chicago Title & ' 74 shall be used, whiche a days of such request; a	w for taxes and incurre	e shall also be mad I Trist Dead No. 7 sh	e monthly. If the	ie parties catrio the George E. C	ole Installment
Agreement No.	74 shall be used, whiche	ver may be applicable.	If Seller requests a	credit report, P	irchaser shall d receiving said	eliver same to credit report if
Seller believes sai	id credit report is unsatisfac	tory:		Company of the control of the contro		
4. At closing, S	eller shall execute and de release of homestead right if that portion of subpu- cord; private, public and	eliver to Purchaser, or hts (or other appropriate	couse to be executed deed in the training is in the	and delivered to ust or in an est	ate), or Articles	of Agreement
for such a deed	if that portion of subput	ragraph 3(d) is applicat utility casements: road	de, subject roly to the and highwrys; part	ie iollowing, if y wall rights a	nd agreements;	existing leases
. commentation of 10	Decili taxos or assessmen	its for improvements no ent years; the mortgage				
and langueios: 8		ont years: the mortgage		-, in baraktabil	***************************	
and tenuncies; s taxes for the yea			of trust tides, not le			
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PROVISIONS AND LECUNOFFICIAL C

- 1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable 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 reprorate 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 Vendar 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 on 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 contract, 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 mortgages 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 shall have thirty days from Seller's receipt of evidence on 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. If THE PROPERTY IS REGISTERED IN THE TORRENS SYSTEM. AND THE PURCHASER'S MORTGAGEE REQUIRES TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.
- 4. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail; return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery; by mail-o-gram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.
- 5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but such refund shall not release Seller from Seller's obligation under this contract. If the termination is caused by Purchaser's fault, then, at the option of the 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 t'Siller. In the event of default, escrowee may give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money. Seller and Purchaser hereby agree that if neither party objects, in writing, to the proposed disposition of the earnest money within thurty days after the date of mailing of said notice, escrowee shall proceed to dispose of the earnest money as previously indicated by the escrower. It either Seller or Purchaser objects to the intended disposition within the aforementioned thirty day period, then the parties hereto agree that the excrowee may deposit earnest money, less costs, with the Clerk of the Circuit Court by the filing of an action in the nature of interpleteder. The or c'es agree that escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleteder and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.
- 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 real received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly natify 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, this sale shall be closed through at es row with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escroy Agreement then fiver, sted and in use by said company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Join the creation of such an escroy, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escroy and this contract and the earnest money shall be deposited in the escroy and the Broker shall be made a party to the escroy with regard to commission due. The cost of the escroy shall be divided equally between Purchaser and Seller.
- 8. Prior to closing, Seller shall furnish a survey by a lie need land surveyor dated not more than six 16) months prior to date of acceptance hereof showing the present location of all improvements. If 'ur haver or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
- 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 descript on at any time, without notice, when same is available.
- 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 (f s'.ch mortgage to the purchase price.
- 13. Purchaser and Seller hereby agree to make all disclosures and do all things be essary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Illinois Responsible Property Transfer Act of 1988, as amended.
- 14. Seller shall pay the amount of any stamp tax imposed by the state and covery on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and covery, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.
- 15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.
- 16. Seller agrees to surrender possession of the real estate in the same condition as it is at the day of this contract, ordinary wear and tear excepted.
- 17. Time is of the essence of this contract.

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18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the newter.

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CONTRACT DATED JULY 24, 1991

LEGAL DESCRIPTION:

Lot 27 in the Resubdivision of Lots 32 to 57 and 71 to 77 both inclusive, in William Boldenweck's Addition to Unter den Linden, being that part of the South 1/4 of the East 1/2 of the East 1/2 of the Northeast 1/4 lying North and East of Elston Avenue in Section 23 - Township 40 North - Range 13 in Cook County, Illinois.

Rec. Occober 31, 1911

Doc. 4858767

13-23-233-001-0000 PERMANENT REAL ESTATE INDEX NUMBER:

Volume 351

3659 North Spaulding Avenue STREET ADDRESS:

Chicago, 112 nois 60618

Judy K. Aust, Social Security Number 356-50-5232 SELLERS:

James P. Aust, Social Security Number 350-34-1464

Juan G. Marasigan PURCHASERS:

Chicago, Illinois 60618 3220 W. Belle Plaine Avenue,

Corazon D. Marasigan

3220 W. Belle Plaine Avenue, Chicago, Illinois 60618

Bernadette D. Marasigan 3220 W. Belle Plaine Avenue, Chicago, Illinois 60618

GEORGE R. ELMER Attorney at Law 4448 N. Central Avenue Chicago, Illinois 60630

(312) 777-1150

*C *-91-446646 COUNTY RECORDER TRAN 8547 08/29/91 09:00:00