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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

## AFFIDAVIT AND MEMORANDUM OF CONTRACT

The undersigned, John T. Even, being one of the Purchasers of property legally described as:

Unit Number 24 (in Williamsburg Unit 1 Subdivision) in Williamsburg Village Condominium in the West Half of the Southwest Quarter of Section 28, Township 42, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. 02-26-301-036-1024

Commonly known as 1620 Colonial Parkway, Inverness, Illinois 60067

DEPT-01 RECORDINGS \$15.50  
T:1111 TRAN 2759 11/13/91 10:54:00  
16924 A \*91-595965  
COOK COUNTY RECORDER

hereby on oath certifies that attached hereto is a true and correct copy (with most pricing terms deleted) of a Real Estate Sale Contract concerning and affecting the above-described property.

Affiant: *John T. Even*  
John T. Even

Dated: November 8, 1991

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY that JOHN T. EVEN personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November, 1991.

*Meredith J. [Signature]*  
Notary Public

Commission expires 11/12, 1992

COOK COUNTY CLERK'S OFFICE  
11/13/91  
16924 A \*91-595965

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CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 81

Real Estate Sale Contract

1. Bruce K. Roberts, James L. Simon and John T. Even (Purchaser) agrees to purchase at a price of \$ 600,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

To be inserted by attorneys for the parties

commonly known as 1620 Colonial Parkway and related condominium interest and with approximate lot dimensions of 286' x 120' together with the following property presently located thereon: as currently exist

2. Republic Capital Bank, Milwaukee, Wisconsin (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable WARRANTY deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) certain conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year 1990 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1991, insofar as such title exceptions are permitted only to the extent that they are not violated by the improvements on the real estate or the general office use of same.

3. Purchaser has paid \$ 44,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus pro-rations, at the time of closing as follows: (strike language and subparagraphs not applicable)

(a) The payment of \$ 600,000.00

(b) The payment of \$ \_\_\_\_\_ and the balance payable as follows: \_\_\_\_\_

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by \_\_\_\_\_ and identified as \_\_\_\_\_ and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created hereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company. (If Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser does not agree to assume) aggregating \$ \_\_\_\_\_ bearing interest at the rate of \_\_\_\_\_ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. Seller, at his own expense, agrees to furnish Purchaser at least 5 days prior to closing a current plat of survey of the above real estate, made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards, and ALTA Standards.

5. The time of closing shall be on December 20, 1991 or on the date, if any, to which such time is extended by reason of paragraph 7 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance Co. or of the mortgage lender, if any, provided title is shown to be good and is accepted by the purchaser.

6. Seller agrees to pay a broker's commission to \_\_\_\_\_ in the amount set forth in the broker's listing contract or as follows: \_\_\_\_\_

7. The earnest money shall be held by Kitzler/Lehr Associates, Inc., 40 Rockefeller for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 1212 hours from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

10. Seller/Purchaser Incorporation and Accept Exhibit A to THIS CONTRACT. This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated October 10, 1991 Purchasers: Bruce K. Roberts, James L. Simon, John T. Even

Purchaser: Bruce K. Roberts (Address) Roberts, Simon & Even, Ltd., 1602 Colonial Parkway, Suite 200

Purchaser: James L. Simon (Address) LUXEMBURG, IL 60067

Seller: Republic Capital Bank (Address) 200 North Dearborn Street, Chicago, IL 60610

Seller: Republic Capital Bank (Address) 200 North Dearborn Street, Chicago, IL 60610

\*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties. Milwaukee, WI 53217

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## CONDITIONS AND STIPULATIONS

*Company: South State Title Ins. Company*

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by ~~South State Title Insurance Company~~ in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the insured grantor subject only to (a) the general exceptions contained in the policy and the real estate is insured with ~~single-family-dwelling-or-an-apartment-building-of-not-over-four-residential-units~~ (b) the title exceptions set forth above, and (c) 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 and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed~~ (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 3 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fees, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, and other similar items shall be adjusted as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof shall be on the basis of the amount of the most recent ascertainable taxes. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:

All provisions are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

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

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions to the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust 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 earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. ~~(Strike paragraph if inapplicable.)~~

7. Time is of the essence of this contract.

8. 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.

9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

10. Alternative 1.  
Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the exemption Certification set forth in said Section.

This contract is subject to Purchasers' approval of any leases concerning the real estate and Purchasers' and their engineers', architects', and consultants' inspection and approval of the real estate and all systems and all appliances contained thereon, including without limitation heating, ventilating, electrical, plumbing, systems, fixtures and appliances, such inspection and approval to occur, if at all, within five (5) business days of Purchasers' receipt of acceptance hereof. **PURCHASER SHALL**

**PROVIDE WRITTEN NOTICE THAT THEY DO NOT APPROVE AFTER INSPECTION. IF NOTICE IS NOT RECEIVED IT SHALL BE ASSUMED THAT PURCHASER HAS WAIVED INSPECTION CONTINGENCY.**  
*Buyer's Agent: [Signature] 11/1/91*  
*Seller's Agent: [Signature] 11/1/91*

*Purchaser's Agent*

*[Signature]*

*[Signature]*


EXHIBIT A

This paragraph supersedes any and all warranties or claims which are contained in this contract for sale.

The Property and all Personal Property are being purchased by Buyer in an "AS IS - WHERE IS" condition, with any and all faults and defects, and without representations and warranties, express or implied, except as specifically set forth in the Agreement. Buyer assumes full responsibility for inspecting the Property, Personal Property, and all leases affecting the Property, to determine their condition, quality and utility and Seller shall have no responsibility to disclose any obvious or latent conditions with respect thereto. Without intending to limit the generality of the foregoing, Buyer acknowledges and agrees that he will not rely and has not relied upon (and Seller has not made) any warranties or representations except as expressly set forth in this Agreement as to any of the following: present or future compliance with zoning or the availability of rezoning or variances; permissible uses of the Property; present or future use, condition, utility and suitability of the Property and Personal Property and conformance with applicable laws, codes, standards or regulations and suitability for rehabilitation or repair and prior or projected operations income or expense and the presence of toxic or hazardous waste.

The layout, area, square footage and other physical characteristics of the Property and any components thereof and of any Personal Property, notwithstanding any information furnished in the form of leases, rent rolls or other documents furnished to Buyer, it being understood that the inspection period is intended to afford Buyer the opportunity to conduct his own feasibility study and analysis of the desirability of acquiring the Property and the Personal Property.

Seller: [Signature] v.p. [Signature]

Purchaser: [Signature] 11/1/91 

[Signature] 11/1/91  
[Signature] 11/1/91

Return Address  
Mr. Roberto Simundevan  
1602 Colonial Parkway  
Inverness, FL  
346067