

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

91667522  
DEPT-01 RECORDINGS \$16.50  
T#1111 TRAN 1629 12/19/91 09:16:00  
#3010 A \*-91-667522  
COOK COUNTY RECORDER

## AFFIDAVIT AND MEMORANDUM OF CONTRACT

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

Unit Number 30 (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. 02-28-301-036-1026 (thru 1990)  
02-28-301-038-1026 (1991)

Commonly known as 1632 Colonial Parkway, Inverness, Illinois 60067

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: December 18, 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.

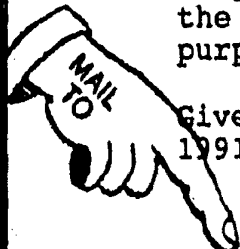
Given under my hand and official seal, this 18th day of December, 1991.

*Marianne Griffin*  
Notary Public

Commission expires October 25, 1992.

PREPARED BY and MAIL TO:  
John T. Even, Esq.  
Roberts, Simon & Even, Ltd.  
1602 Colonial Parkway, Suite 200  
Inverness, IL 60067

" OFFICIAL SEAL "  
MARIANNE GRIFFIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/25/92

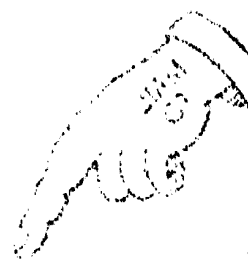


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CHICAGO TITLE INSURANCE COMPANY - ILLINOIS PLAN

# Real Estate Sale Contract

1. Seller, L. Russell Cartwright and John T. Evan agrees to purchase at a price of 000.00 on the terms set forth herein, the following described real property located in Deer County, Illinois

To be inserted by attorneys for the parties

commonly known as 1602 Colonial Parkway and related condominium interest together with the following property presently located thereon as currently exist

2. Republic National Bank, Milwaukee, Wisconsin 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 the purchaser of the real estate by a recordable deed, with release of homestead rights, if any, and a proper bill of sale, subject only to (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) 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) mortgages, liens and special assessments specified below, if any; (h) general taxes for the year 1990 and subsequent years including taxes which may accrue by reason of additional improvements during the year(s) 1991; and 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 shall pay \$10,000 immediately after inspection and approval of the real estate at closing as earnest money to be applied on the purchase price, and agree to pay or satisfy the balance of the purchase price, plus or minus pro rata, at the time of closing as follows (strike language and subparagraphs not applicable)

(a) The payment of 000.00  
(b) The payment of 000.00 and the balance of the purchase price as follows:

*Exception Concerned By Both Parties*

4. To be evidenced by the note of the purchaser (grantor) providing for full prepayment privilege without penalty, which shall be secured by a 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 Chicago Title Insurance Co. and identified as Nov. Commercial Code in order to make the lien created thereunder effective, and an assignment of rents, said security agreement and assignments to be in the forms appended hereto as Schedules C and D. If a lender shall furnish to Seller an American Land Title Association loan providing the mortgage (trust deed) issued by the Chicago Title Insurance Company, and if a 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 the forms used by the Chicago Title Insurance Company.

5. 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 Purchaser does not agree to assume) acquiring a bearing interest at the rate of 0% per year, on the date of closing, and the balance of the purchase price, shall be paid by Purchaser at least 5 days prior to closing.

6. Seller warrants that Seller, his beneficiaries or agents of Seller or of his beneficiaries have received no notice from any city, village or governmental authority of zoning building fire or health code violation in respect to the real estate that have not been heretofore corrected.

7. The time of closing shall be on preparation to close the date, if any, to which such time is extended by reason of paragraph 3 c Conditions and Stipulations heretofore 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 or is accepted by the purchaser.

8. Seller agrees to pay a broker's commission to per 144444 in the amount set forth in the broker's listing contract or as follows: But No later than December 20, 1991

9. The earnest money shall be held by Kelley/Whit Association, Inc., as escrowee for the mutual benefit of the parties.

10. Seller warrants that Seller, his beneficiaries or agents of Seller or of his beneficiaries have received no notice from any city, village or governmental authority of zoning building fire or health code violation in respect to the real estate that have not been heretofore corrected.

11. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 10 business days after closing, or, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

12. Seller/Purchaser Incorporate 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 November 10, 1991

Purchaser [Signature] (Address) c/o John T. Evan  
Purchaser John T. Evan (Address) Roberts, Simon & Even, Ltd.  
Seller [Signature] (Address) 1602 Colonial Parkway, Suite 200  
Seller [Signature] (Address) Inverness, IL 60067

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

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AMERICAN TITLE INSURANCE COMPANY - ILLINOIS FORM B

# Real Estate Sale Contract

L. Russell Cartright and John T. Evan

(Purchaser)

is purchaser of a piece of property for the sum of \$100,000.00 on the terms set forth herein, the following described real estate located in Cook County, Illinois:

To be inserted by attorneys for the parties

only known as 1632 Colonial Parkway and related condominium interest, together with the following property presently located thereon as currently exist:

Republic Capital Bank, Milwaukee, Wisconsin

(Seller)

to sell the real estate and the property described above, if any, at the price and terms set forth herein, and in convey or cause to be conveyed to the purchaser the same with all appurtenant rights, if any, and a proper bill of sale and all other documents, conditions and restrictions of records (b) private, public and utility easements and rights and highways, if any; (c) part of this and agreement, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special laws or regulations for improvement not completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or deed specified below, if any; (h) general lien for the year 1990 and subsequent years including taxes which may accrue by reason of new or past improvements during the year(s) 1989, 1990 and 1991. All title exceptions are permitted only to the extent that they are not violated by the improvements on the real estate or the general

cash price of \$10,000 immediately after inspection and approval of the same and the balance of the purchase price, plus or minus provisions, at the time of closing as follows:

The payment of \$100,000.00

Executed of Contract by Both Parties

The payment of \$100,000.00

to be evidenced by the note of the purchaser (tenant), providing for full prepayment privilege without penalty, which shall be secured by a 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 the lender and identified as Nos. 1 and 2 and by a security assignment (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 thereunder effective) and an assignment of rents, said security agreement and assignment of rents to be in the form 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 a Schedule B is not attached and the blanks are not filled in, the note shall be treated 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 this title to the real estate by Purchaser subject to a mortgage or trust deed or record securing a principal indebtedness (which the Purchaser does not agree to assume) amounting to \$100,000.00 at a rate of interest of 10% per 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.

at least 3 days prior to closing

the time of closing shall be on preparedness to close the date, if any, to which such time is extended by reason of paragraph 3 of the terms and stipulations hereof 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 or is accepted by the purchaser.

But no later than December 1991

seller agrees to pay a broker's commission on per diem basis

The earnest money shall be held by Kullcy/Luhr Associates, Inc., as escrowee.

to the mutual benefit of the parties.

Seller warrants that Seller, its beneficiaries or agent or Seller or its beneficiaries have received no notice 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.

A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 30 days after the closing. For other than at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

Seller / Purchaser Incorporate and Accept Exhibit A to This Contract

contract is subject to the Conditions and stipulations set forth on the back page hereof, which Conditions and stipulations are made a part of the contract.

Dated November 1, 1991

Purchaser: [Signature] (Agent) c/o John T. Evan  
 Republic Capital Bank (Address) Roberts, Simon & Even, Ltd.  
 1602 Colonial Parkway, Suite 200  
 Inverness, IL 60067

Seller: [Signature] (Address) 1500 W. Broadview Rd  
 Milwaukee, WI 53012

Wm: [Signature] (Address) Republic Capital Bank

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

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser... Seller shall deliver or cause to be delivered to Purchaser a copy of the title insurance policy... in the amount of the purchase price, covering title to the real estate in and after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy...

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...

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted as of the time of closing...

All provisions are final unless otherwise provided herein. All mortgages 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...

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 3 days prior to the time of closing, this sale shall be closed through a escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Escrow and Money Escrow Agreement then in use by Chicago Title and Trust Company...

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 registered or certified mail, return receipt requested, shall be sufficient service.

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 disclosures 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 withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

This contract is subject to Purchaser's approval of any lease concerning the real estate and Purchaser's 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 approvals to occur, if at all, within ten (10) business days of Purchaser's receipt of acceptance thereof. PURCHASER SHALL PROVIDE WRITTEN NOTICE THAT THEY DO NOT APPROVE AFTER INSPECTION. IF NOTICE IS NOT RECEIVED IT SHALL BE ASSUMED THAT PURCHASER HAS APPROVED INSPECTION CONTINGENTLY.

Li Russell Cartwright, Purchaser John T. Even, Purchaser

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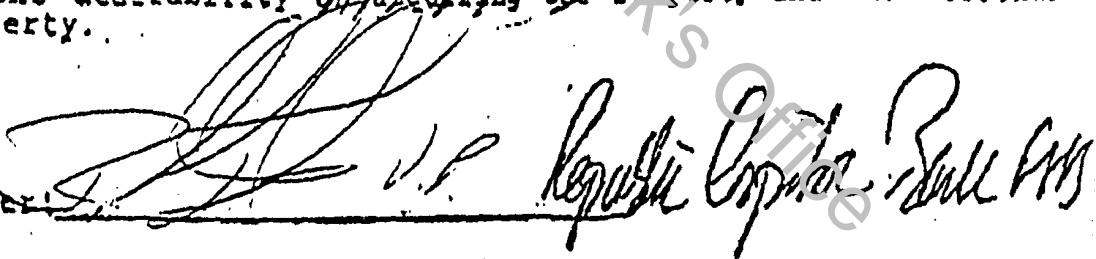
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EXHIBIT A

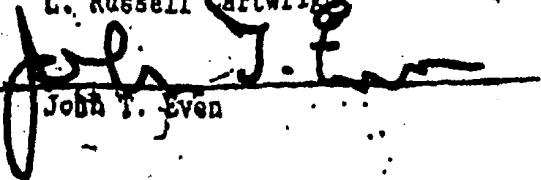
This paragraph supersedes any and all warranties or claims which are contained in this contract for sale.

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: 

Purchaser:   
L. Russell Cartwright

Purchaser:   
John T. Even

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