

UNOFFICIAL COPY

REAL ESTATE SALE CONTRACT 91030003

Name and Address of Buyer **Frank Busch**
 2173 N. Rockwell St., Chicago, IL 60647

Name and Address of Seller **Richard Brownlow**
 2740 N. Pine Grove - #14b, Chicago, IL 60614

Legal description of premises **Tract No. 2 of the West Half of Lot 11 in Morse's Subdivision of Lots 5 to 8 in Gray Subdivision of 8 acres in the West Half of the Northeast Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.**

PIN. 13-36-202-027-0000 MFS

Street number (To be assigned)
 Size of lot 30.0' X 91.97'
 Personal property included (none)

Price \$3,500.00

Earnest money paid (none)

Encumbrance deducted

DEPT-01 RECORDING \$13.25
 T#2222 TRAN 3168 01/18/91 13:04:00
 #093 # B *-91-030003
 COOK COUNTY RECORDER

Cash to be paid on delivery of deed \$3,500.00

Balance to be paid as follows

Survey of current date showing no encroachments to be furnished by Seller before closing.

Contract to be held by

Closing date

Closing at office of

Earnest money to be held by

91030003

Name of broker

Agreement as to commission

Date of possession by Buyer

91030003

LIENS AND ENCUMBRANCES

1. Above Mortgage (s) or trust deed (s)
2. Building, building line and use or occupancy restrictions, conditions or covenants of record
3. Easements and party wall agreements
4. General taxes for _____ and subsequent years
5. Installments of special assessments falling due after _____
6. Special assessments for improvements not yet completed
7. Zoning and building laws or ordinances
8. Roads and highways, if any
9. Existing leases as follows (to be assigned to Buyer) (none)

THE FOLLOWING ITEMS ARE TO BE PRO-RATED TO DATE OF DELIVERY OF DEED

- | | |
|--|---|
| 1. Interest on encumbrances | 5. Water taxes |
| 2. Insurance premiums (Policies to be assigned to Buyer) | 6. Rents |
| 3. General taxes for _____ from _____ | 7. Janitor (including vacation allowance) |
| 4. Electric light and gas | 8. Fuel at market price |
| | 9. Any other usual items |

TITLE PAPERS

Seller is to furnish within twenty days the following title papers:

1. A merchantable abstract of title brought down to date hereof.
- ~~2. A Torrens certificate accompanied by a Torrens title tax search.~~
3. A Torrens certificate accompanied by a Torrens title tax search.

*Strike out all but one of 1, 2 and 3

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REAL ESTATE SALE CONTRACT

BETWEEN

Richard Brownlow

Frank Busch

AND



RESOLD TO: MICHAEL L. BROWN
ATTORNEY AT LAW
327 S. LASALLE ST
CHICAGO, ILLINOIS 60604

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

Dated July 23, 1990
[Signature] (SEAL)
[Signature] (SEAL)

Buyer agrees to buy said premises at the price stated, and on the terms and subject only to the liens and encumbrances herein stated, and Seller agrees to sell and convey said premises by recordable deed, including the release and waiver of the right of homestead above. Seller shall have an additional sixty days within which to cure or remove such defects. When the title papers show that Seller's title is subject only to said liens and encumbrances, Buyer shall within ten days pay the cash to be paid on delivery of deed, at which time the closing shall take place. At the closing Seller shall furnish such A. T. A. and other title affidavits as Buyer may reasonably request. Seller may use the proceeds of the sale hereunder to pay and have released encumbrances existing to the time of closing. Upon written notice of either party to the other, the sale hereunder may be closed in escrow, with _____ as escrow agent, and Seller and Buyer shall each pay one-half of the escrow agent's fees. If such defects in title are not cured or removed within the time herein prescribed, Buyer may at his option rescind this contract and have the earnest money refunded, whereupon this contract shall become null and void. If prior to delivery of the deed hereunder the improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of the Buyer, become null and void. If Buyer defaults in this contract, the earnest money is at the option of Seller to be forfeited as liquidated damages, first paying the real estate broker for any expenses incurred and a commission in the amount of _____ percent of the commission otherwise payable, and rendering the balance to Seller, and the contract shall become null and void. If a commitment for title insurance is furnished as aforesaid, Seller shall, within fifteen days after closing, furnish an owners title insurance policy in the usual A. T. A. form for the full amount of the purchase price. Notices may be served on either party by mail at the address and no tender of deed or purchase money shall be necessary, but a failure to appear upon notice to close at the place mentioned in this contract shall be a default. Time is of the essence of this contract. Seller warrants to Buyer that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure before the execution of this contract has been received by the Seller, his principal or his agent within 10 years of the date of execution of this contract.

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