

91218303

MEMORANDUM OF CONTRACT

**KNOW ALL MEN BY THESE PRESENTS:**

That on or about March 24, 1991, WILLIAM D. UNMOCK and DAWN T. UNMOCK, Sellers, and GEORGE MC CORMICK and JILLENE MC CORMICK, Buyers, entered into a contract for the sale and purchase of the following described parcel of land:

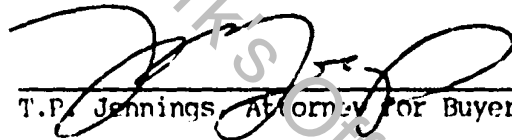
Lot 4 in Brendan Ryan's 91st Street and Moody Avenue Subdivision of the South 165 Feet of Lot 3 and all of Lot 4 in Gibbon's Subdivision of the East 1/2 of Lot 2 in Oak Lawn Farms, Charles W. James Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13, except the East 1/2 of the East 1/2 of the Southeast 1/4 of said Southwest 1/4, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N.: 24-05-318-017


DEPT-01 RECORDING \$17.29  
8333 TRAM 0971 05/09/91 14:07:00  
43194 + C \* -91-218303  
COOK COUNTY RECORDER

Property Address: 9117 S. Moody, Oak Lawn, Il. 60453

A copy of said contract is attached hereto as Exhibit "A", and I certify that it is a true and correct copy of the original document.

  
T.P. Jennings Attorney for Buyers

Subscribed and sworn to before me this 8 day of May, 1991.

  
Notary Public

OFFICIAL SEAL  
Deborah A. Angello  
Notary Public, State of Illinois  
My Commission Expires 1/9/93



This document prepared by T.P. Jennings, 15510 S. Cicero, Oak Forest, Il. 60453

Mail to T.P. Jennings, 15510 S. Cicero, Oak Forest, Il. 60453

1729



91218303

UNOFFICIAL COPY

0081910

Property of Cook County Clerk's Office

JAN 25 1998  
CLERK OF COURT  
COURT HOUSE  
CHICAGO, ILL. 60602

0081910



UNOFFICIAL COPY

Property of Cook County Clerk's Office

Seller, at his expense, shall furnish not less than five days prior to closing:

A Title Commitment for an Owners Title Insurance Policy issued by an Illinois Licensed Title Company in the amount of the purchase price to cover date hereof showing title in the intended grantor subject only to (a) the general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder and additionally, if applicable, a Torrens Certificate of Title and Torrens Tax Search. Any delay in delivery of title commitment which is caused by the Buyer, his agent or his lending agency, shall extend the time for delivery thereof by the Seller by such period of delay.

If the Torrens Certificate, Tax Search or the title commitment discloses exceptions not provided for herein, Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded.

CONVEYANCE, LIENS, ENCUMBRANCES:

Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of homestead rights (or by other appropriate deed if title is in trust or an estate) subject to (a) general taxes for 19\_\_ and subsequent years; (b) building lines and building laws and ordinances; (c) zoning laws and ordinances, but only if the purpose use of the property is in compliance therewith; or is a legal non conforming use; (d) visible public and private roads and highways; (e) easements for public utilities which do not violate the improvements on the property; (f) other covenants and restrictions of record which are not violated by the existing improvements upon the property; (g) priority liens and agreements; (h) existing liens or encumbrances, if any.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) fuel; (g) prepaid service contracts. Proration of general taxes shall be on the basis of the last ascertainable full plus homestead exemption, if any. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

DAMAGE BY CASUALTY BEFORE CLOSING:

If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

SURVEY:

Seller at his expense, shall furnish to Buyer a current spot and survey (not more than 6 months old) under certification by an Illinois Licensed Land Surveyor certified in the name of the Buyer, showing the location of the building and improvements on subject property to be within the lot lines and not encroaching over any subject lot assessment, and showing no encroachments of buildings or other improvements from adjoining properties.

BROKER:

Seller agrees to pay off broker's fee due CENTURY 21 PUBLISHING in the amount set forth in the broker's listing contract. Cooperating Broker SNA AKKON (Broker or Company name only)

ATTORNEYS: Seller's Attorney \_\_\_\_\_ Buyer's Attorney \_\_\_\_\_

PERFORMANCE:

The earnest money and this contract shall be held by CENTURY 21 PUBLISHING for the benefit of the parties hereto, and applied to the purchase price at closing. If the Buyer defaults hereunder, the deposit is to be first applied to the expenses of the Seller; such as title expenses and survey costs, then to the broker's fees, and the remainder to the Seller. If this contract is terminated without Buyer's fault, the earnest money shall be returned to the Buyer.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable an attorney to issue a commitment for mortgage or trust deed and to close this sale.
(b) Seller warrants that as of the date hereof neither he nor his agent has received any notice issued by any city, village or other government authority of a building code violation concerning the subject property which will not be cured by date of closing.
(c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this contract or upon the attorney for such party in the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three business days of such notice.
(d) Seller agrees to arrange to leave the subject property in broom clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.
(e) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
(f) Buyer agrees to purchase Flood Insurance, if required by Lender.

This contract and rider numbered 1, 5, 11 attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER: [Signature] SELLER: [Signature]
DATE: 3/24/91 DATE ACCEPTED: 3-24-91

91248303



UNOFFICIAL COPY

RIDER #1: 1303

SALE OF BUYER'S REAL ESTATE

Form Approved by the Southwest Suburban Board of Realtors

This contract shall be contingent upon Buyer completing a sale of his/hex/their real estate (which is currently listed with 111, 5th St. by Union E.) located at 5257 W. KIMMICK - C&E WALK by April 24 1941, 1941. In the event the sale of the Buyer's real estate does not occur and the sale proceeds are not obtained by the Buyer within such period, either an extension of time shall be agreed to by the parties, or waiver of this contingency clause as set forth below shall be agreed to by the Buyer, or this contract shall be null and void and all earnest money shall be returned to Buyer.

If during the sale contingency period, Seller receives a contract to purchase from another bona fide purchaser, Buyer shall have 72 hours from the date and time of receiving notice of such contract to purchase from the Seller to waive this contingency. If the Buyer does not waive his contingency, this contract shall be null and void and all earnest money shall be returned to Buyer. The Seller shall be released of any and all obligations and liability to Buyer in such event.

If the Buyer waives this contingency, the Buyer shall: WILLIAM

1. Deposit an additional \$ 1000 earnest money with the listing office C&E SUBURBAN LIMITED WU/EA
2. Execute a written waiver of sale contingency. WU/EA

If the Buyer waives this contingency, the Buyer shall be deemed to be in default of this contract and subject to forfeiture of earnest money paid hereunder, IF:

- A. The Buyer is unable to close this transaction because the Buyer's loan commitment is denied due to Buyer's ownership of such other residence; or
- B. The Buyer's loan commitment is contingent upon the closing/sale of the other residence and said closing/sale cannot be accomplished on or before the closing date called for in this contract; or
- C. The Buyer fails to diligently and faithfully cooperate with Buyer's lender in supplying information, completing application documentation and taking such actions as reasonably requested by the Buyer's lender.

BUYERS:

Y. George McCord  
William McConnel

DATED: 3/24/41

SELLERS:

William S. Imhardt  
Dawn T. Imhardt

DATED: 3-24-41

IN ORDER TO MAKE TIMELY SALE OF HOME BUYER MUST ACTIVELY MARKET HOME ADVISED 9/28/89 (C.F. 15.) WEEKLY OPEN HOUSES AND YARD SIGN.

\*\* In the event that the PURCHASER does not procure a ready, willing &

91218303

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# of pages

RIDER 11

ATTORNEY'S REVIEW

It is further agreed by and between the parties hereto that their respective attorneys shall have until MARCH 27, 1991 to review this contract as to matter of form and legal content. In the event a party's attorney disapproves of the form or legal content, he shall, by said date, serve written notice upon the other party or his agent of his disapproval.

IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

DATE: 3-24-91

[Signature]  
Purchaser:

[Signature]  
Purchaser:

DATE: 3-24-91

[Signature]  
Seller:

[Signature]  
Seller:



# UNOFFICIAL COPY

2 of 5 pages

RIDER #5

## SELLER'S REPRESENTATIONS

FORM APPROVED BY THE SOUTHWEST SUBURBAN BOARD OF REALTORS

The Seller represents to the Buyer that all mechanical equipment, heating and cooling equipment, water heaters and softeners, septic, plumbing, electrical systems, kitchen equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Buyer shall be in operating condition at the time of closing. In the absence of written notice of any deficiency from the Buyer prior to the closing, it shall be concluded that the condition of the above equipment is satisfactory to the Buyer and the Seller shall have no further responsibility with reference thereto.

BUYERS:

By M.C.D.  
X Marie McCormick

DATE:

3/24/91

SELLERS:

William D. Unhook  
Dawn D. Unhook

DATE:

3-24-91

Revised 5/21/07

THIS FORM SUPERCEDES ANY OTHER PREVIOUS BOARD FORMS.

County Clerk's Office

91218303

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01512301