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MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That on or about March 24, 1991, WILLIAM D. UNHOCK and DAWN T. UNHOCK, 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 105 Feet of Lot 3 and all of Lot 4 in Gibbon's Subdivision of the East $\frac{1}{3}$ of Lot 2 in Oak Lawn Farms, Charles W. James Subdivision of the Southwest $\frac{1}{3}$ of Section 5, Township 37 North, Range 13, except the East $\frac{1}{3}$ of the East $\frac{1}{3}$ of the Southeast $\frac{1}{3}$ of said Southwest $\frac{1}{3}$, East of the Third Principal Meridian in Cook County, Illinois.

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

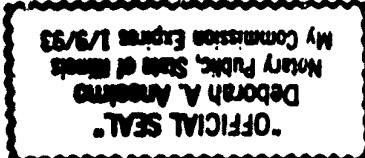
DEPT-01 RECORDING \$17.29
14333 TRAM 0971 05/08/91 14:07:00
#3194 + C *-91-218303
COOK COUNTY RECORDER

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 March, 1991.


Notary Public

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

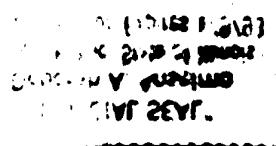


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REAL ESTATE CONTRACT



FORM APPROVED BY THE SOUTHWEST CAN ASSOCIATION AND
FORM APPROVED BY THE SOUTHWEST SUBURBAN ASSOCIATION OF REALTORS

Exhibit A : 1 of 5 pages

- Single Family
 - Multi-Family
 - Townhouse
 - Condominium
 - Vacant Lot
- (check one)

SELLER: TITAN HOMES & READER

ADDRESS: _____

(City) (State) (Zip)

BUYER: CARLA R. TILLMAN MCCARTHY

ADDRESS: 3511 W. KIMBALL PLACE CAK LAKE IL 60483
(City) (State) (Zip)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION: (Authorization to enter at any time hereafter)

STREET ADDRESS: 111 S MICHIN CAK LAKE IL 60483
(Include "Unit Number" if condominium or townhouse)

LOT SIZE: APPROXIMATELY 32 x 141 x _____ ft.
(City) (State)

IMPROVED WITH 3 BEDROOMS, 1 1/2 BATH, BRICK, SPLIT LEVEL

together with all appurtenances attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery of Deed; existing heating, plumbing, electrical lighting fixtures, storm windows, screen doors and shades, if any; drapery rods, curtain rods, if any; fencing, if any; affection air conditioners, if any; electronic or cable TV antenna, if any; and furniture including the following items of personal property now on premises:

SILVER CYC, REFRIGERATOR, STAINLESS STEEL GARAGE DOOR OPENER,
CHILDCARE SEAT, FUEL TANK, EQUIPMENT, AIR-LEVEL LIGHTS,
DECK & FENCE, SILVER & CHROME CHAIRS, WALL TO WALL
CARPETING, LIVING ROOM/DINING ROOM BATHROOM, DRAPERS & CURTAINS

PRICE AND TERMS: (INCLUDES - ALL OTHER ADDITIONAL TERMS/TERMS INCLUDED)

PURCHASE PRICE \$ 146,000

BALANCE MONEY DEPOSIT
(In form of (cash) (personal check) (check for cash) or (deposit in escrow due _____)) \$ 3,000

BALANCE DUE AT CLOSING \$ 143,000

FINANCING:

This contract is subject to the Buyer obtaining within 60 days, a mortgage commitment, in the amount of \$ 141,222, or such lesser sum as Buyer accepts amortized by monthly payments over a period of not less than 30 years at an interest rate not to exceed 11% per annum, for which Buyer shall make application within 10 days from date hereof, and the proceeds of which are to be used as part payment of the purchase price herein and the expenses of which purchaser agrees to pay. If, after making every reasonable effort, Buyer is unable to procure such commitment within the time specified herein and DO NOTICE SELLER THEREOF IN WRITING within that time, this contract shall become null and void and all the earnest money shall be returned to Buyer. IN THE EVENT THE BUYER DOES NOT RECEIVE NOTICE of failure to procure said commitment upon Seller as herein provided then this contract shall continue in full force and effect without any further contingencies. Buyer shall be allowed to have a Mortgage or Trust Deed placed on record prior to closing, but any delays caused thereon shall not constitute default by the Seller. Seller must allow reasonable inspection of his premises by Buyer's financing agent.

CLOSING:

The closing shall be on or before 11/14/11 at the office of Buyer's lender, or To Be Agreed.

POSSESSION:

Seller shall deliver possession to Buyer within 10 days from date of closing. In the event possession is not delivered at closing, Seller agrees to pay Buyer for his use and occupancy the sum of \$ 100 per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and maintenance expenses during said period. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the 11th day after closing, the sum of \$ 500 per day until possession is delivered to the Buyer.

Seller shall deposit the sum of \$ 100 in escrow with First National Title Co., Inc., 111 W. KIMBALL, Cak Lake, IL 60483 as Escrowee, at the time of closing and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to the Buyer from this deposit and the balance, if any, refunded to the Seller. Possession shall be deemed delivered to the Buyer when Seller has vacated the premises and delivered the keys to the buyer or the Escrowee. Escrow money to be limited to delivery of possession. Funds held pursuant to this paragraph shall be used only to satisfy claims made under this section exclusively.

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

A Title Commitment for an Owner's 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) 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 while 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 easement subject to (a) general taxes for 19th and subsequent years; (b) building taxes and building laws and ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith; (d) a legal/non conforming use; (e) visible public and private roads and highways; (f) easements for public utilities which do not interfere with improvements on the property; (g) other covenants and restrictions of record which are not violating by the existing improvements upon the property; (h) utility well rights and agreements; (i) mining leases or tenures, 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 deposit; (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 bill plus homestead exemption, if any. If said bill is based on partial reassessment or on an unimproved basis for unoccupied property, a written agreement for final proration when the complete assessment information is available from the County Assessors 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's Act of Illinois shall apply.

SURVEY:

Seller at his expense, shall furnish to Buyer a current spoliad 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 the subject property to be within the lot lines and not encroaching over any without the assessment, and showing no encroachments of buildings or other improvements from adjoining properties.

BROKER:

Seller agrees to pay all broker's fees due CHICAGO COOK COUNTY CLERK'S OFFICE
in the amount set forth in the broker's listing contract.
Cooperating Broker J.A. AK-CIO
(Broker or Company name only)

ATTORNEYS: Seller's Attorney _____ Buyer's Attorney _____

PERFORMANCE:

The earnest money and this contract shall be held by CHICAGO COOK COUNTY CLERK'S OFFICE 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 any lender 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 hereon 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 riders 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: George M. Clark SELLER: William D. Imhoff
Jeffrey M. Clark Debra D. Imhoff
 DATED: 3/24/91 DATE ACCEPTED: 3-24-91

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3015 pages

RIDER #1.

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/her/their real estate (which is currently listed with 111. 5th & Lincoln) located at 5257 W. 111th St. - C.R.E. Unit 1, by 111. 5th & Lincoln, on or before 5/25/91,

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 12 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: WILL WAIVE

1. Deposit an additional \$ 1000, earnest money with the listing office RE/MAX UNLIMITED. WILL DO
2. Execute a written waiver of sale contingency. WILL DO

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:

Yvonne McCollum
Jilline McCollum

SELLERS:

William S. Linhardt
Dawn T. Linhardt

DATED: 3/24/91DATED: 3/24/91

*IN CONCERN TO THE TIMELY SALE OF HOME PURCHASER MUST ACTIVELY MARKET HOME
REVISED 9/28/89 (CRS-NRHS) ADVERTISING AGREEMENTS ARE NOT LIMITED TO SELLER'S
HOME OR IN HOUSE AND YARD SIGN.
** In the event that the PURCHASER does not procure a vendue, will find a*

GARRETTE

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* 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 fact and legal content. In the event a party's attorney disapproves of the fact 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

H. McCollum
Purchaser:

Ulline McLoirich
Purchaser:

DATE: 3-24-91

William D. Whipple
Seller:

James T. Vayhork
Seller:

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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:

Jeff Mccormick
X Jeffre Mccormick

DATE: 3/24/91

SELLERS:

William D. Umhoeck
Dawn H. Umhoeck

DATE: 3-24-91

Revised 5/21/07

THIS FORM SUPERSEDES ANY OTHER PREVIOUS BOARD FORMS.

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