



1. Seller represents and warrants that the property is being sold free of all liens and encumbrances except as set forth in this deed. Seller hereby warrants that the property is being sold free of all liens and encumbrances except as set forth in this deed. Seller hereby warrants that the property is being sold free of all liens and encumbrances except as set forth in this deed.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery of the deed to correct the exceptions. If Seller fails to do so, the contract shall be terminated and the earnest money shall be returned to the Purchaser.

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

4. If this contract is terminated with all Purchaser's fault, the earnest money shall be returned to the Purchaser. If the termination is caused by the Seller's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be returned to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission.

5. Title is of the essence of this contract.

6. All notices herein required shall be in writing and shall be served on the party at the address following their signature. The mailing of a notice by registered or certified mail return receipt requested, shall be sufficient service.

7. Purchaser and Seller hereby agree to execute all documents and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974.

8. Alternative 1: Seller represents and warrants that the subject real estate is not subject to Section 1-445 of the Internal Revenue Code and the seller is not a disqualified transferee under said Section. Alternative 2: Purchaser represents that the transaction is exempt from the withholding requirements of Section 1-445 of the Internal Revenue Code because the purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$500,000.

Alternative 3: With respect to Section 1-445 of the Internal Revenue Code, the parties agree as follows:

two of the three alternatives)

DO NOT WRITE IN THIS SPACE.

USE SEPARATE SHEET(S) FOR ADDITIONAL PROVISIONS.

Handwritten signatures and notes at the bottom of the page, including a large '10' and '11' in the bottom left corner.



Real Estate Sale Contract

91230759

I, EDWARD R. JURACKA OR NOMINEE (Purchaser)
agrees to purchase at a price of \$ 30,000.00 on the terms set forth herein, the following described real estate
in COOK County, Illinois

4 ROOM FRAME COTTAGE

91-230759

(If legal description is not included at time of execution, Seller is authorized to insert it thereafter.)

commonly known as 5041 S. CHRISTIANA - CHICAGO, IL and
with approximate lot dimensions of 35 x 105 together with the following personal property presently located thereon
(strike items not applicable): (a) storm and screen doors and windows (b) awnings (c) outdoor television antenna (d) wall-to-wall hallway and
slat carpeting (e) window shades and draperies and supporting fixtures (f) venetian blinds (g) electric plumbing and other attached fixtures
as installed (h) ~~water heater~~ (i) refrigerator (j) ~~target~~ (k) ~~garage door opener~~ with
transmitters (l) ~~radios~~ (m) ~~miscellaneous~~ and also Auto. WASHER - S

2. TITLE HOLDER OF RECORD (Seller)

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed
to Purchaser or nominee (in joint tenancy) by a recordable WARRANTY deed with release of homestead rights, 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) party wall rights and agreements, if any (d) existing leases and tenancies (e) special taxes or assessments for improvements
not yet completed (f) any uncollected special tax or assessment (g) installment not due at the date hereof of any special tax or assessment for
improvements heretofore completed (h) mortgage or trust deed specified below, if any (i) 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) and to TIME OF CLOSING.

3. Purchaser has paid \$ 1000.00 VIA PROMISSORY - TO BE PAID AT CLOSING 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 prorations, at the time of closing
as follows (strike subparagraph not applicable):
(a) The payment of \$ 29,000.00

(b) The assumption of the title to the real estate by Buyer subject to a mortgage deed or deed of trust maturing on 1/1/91 at an interest rate of 14.29
(which the Purchaser (does) (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. This contract is subject to the condition that Purchaser be able to procure within days a firm commitment for a loan to be secured by a
mortgage or trust deed on the real estate in the amount of \$ or such lesser sum as Purchaser accepts, with interest not to exceed
 % a year to be amortized over years, the commission and service charges for such loan not to exceed % if, after making
every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that
time, this contract shall become null and void and all earnest money shall be returned to Purchaser provided that Seller, at his option, within a
like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase
money mortgage upon the same terms, this contract shall become null and void, if (Strike paragraph if applicable)

5. The time of closing shall be on OR ABOUT 4-15-91, or 20 days after notice that financing has been procured if above paragraph 4 is
operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming
operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of PURCHASER or
of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser

6. 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 ratably 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 prorations 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 Real Estate Transfer Declaration signed by the Seller
or the Seller's agent in the form required pursuant to the Real Estate Transfer Act of the State of Illinois and shall furnish any declaration signed by the Seller or
the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax, such tax required by local ordi-
nance shall be paid by the party upon whom such ordinance places responsibility herefor. If such ordinance does not so place responsibility, the tax shall be
paid by the (Purchaser) (Seller). (Strike one.)

7. 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 of 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 applicable.)

8. Seller shall deliver possession to Purchaser on or before IMMEDIATE days after the sale has been closed. Seller agrees to pay Purchaser the sum of
\$ for each day Seller remains in possession between the time of closing and the time possession is delivered: 14.29

9. Seller agrees to pay a broker's commission to N/A in the amount set forth in the broker's listing contract or as follows N/A

10. The earnest money shall be held by SELLER for the mutual benefit of the parties

11. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted

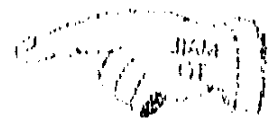
12. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchasers within days
from the date below, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be returned to the
Purchaser. SELLER TO FURNISH CURRENT SURVEY - PERMIT INSPECTION -
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. PURCHASER IS A REAL ESTATE BROKER.

Dated 3-4-91
Purchaser [Signature] (Address) 5434 S. KERRIS CHICAGO, IL
Seller Emily Masak (Address)
Seller (Address)

UNOFFICIAL COPY

9 1 2 5 0 7 5 9

Property of Cook County Clerk's Office



UNOFFICIAL COPY

9 1 2 3 0 7 5 8

AFFIDAVIT OF TITLE
COVENANT AND WARRANTY

NO. 1161
AUGUST, 1966

GEORGE E. COLE
LEGAL FORMS

STATE OF ILLINOIS }
COUNTY OF COOK } SS

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the grantee hereinafter named:

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated September 18, 1976, to LADDIE A. MACAK and
EMILY T. MACAK, his wife
grantee, conveying the following described premises:

Lot 17 in Block 10 in Waterman's Addition to Morrell Park and Elsdon, being a Subdivision of the East 3/4 of North 1/2 of the South East 1/4 of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

19-11-410-015-0000



EDWARD JURACKA
5434 S. K-20212
CHgo IL. 60632

91230758