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NO. 77-31267051

GEORGE E. COLE
LEGAL FORMS

REAL ESTATE SALE CONTRACT
(ILLINOIS)

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OFFICIAL BUSINESS
STATE OF ILLINOIS
NO CHARGE

REAL ESTATE SALE CONTRACT

Name and Address of Buyer Calumet Memorial Park District, an Illinois Park District, c/o Vincent J. Biskupic, its attorney, 445 W. Jackson, Suite 201 Naperville, IL 60540

Name and Address of Sellers As listed upon "Rider" hereto: Albert Gowens, Verneeta Gowens, Albert Van Der Aa, Marion Van Der Aa, and Elizabeth Gowens.

Legal description of premises As stated in the "Rider" attached hereto. The terms, conditions, and provisions of this "Rider" are made an express and integral part hereof, as if fully stated hereat.

Permanent Real Estate Index Number(s): 29-24-300-001

Street number Contiguous to 170th Street, South Holland, Cook County, Illinois

Size of lot Approximately twenty-six and one-half acres of vacant land, 2,630.99 feet in a north-south direction by 441.72 feet in an east-west direction at 167th (170th) Street.

Price One Hundred Sixty Thousand Dollars, subject to adjustment as stated in the Rider attached hereto, (\$160,000.00)

\$3.00 FILING

This is an official document of the Calumet Memorial Park District

Vincent J. Biskupic
Vincent J. Biskupic, Attorney

Cash to be paid on delivery of deed As stated in the Rider hereto, through an escrow at Chicago Title and Trust Company

Survey of current date showing no encroachments to be furnished by Seller before closing, with cost paid by Buyer.

Contract to be held by 2 executed copies to each party

Closing date May 24, 1991, or sooner as mutually agreed

Closing at office of Chicago Title and Trust Company, 181 S. Wolf Road, Hillside, IL

Earnest money to be held by Not Applicable

Name of broker None

Agreement as to commission None

Date of possession by Buyer At closing, subject to crop harvest for 1991 by, or as authorized by Sellers

LIENS AND ENCUMBRANCES

- Building, building line and use or occupancy restrictions, conditions or covenants of record provided no restrictions on park use.
- Easements for water main and 170th Street
- General taxes for 1990 (2nd Inst) and subsequent years
- Zoning and building laws or ordinances provided no restrictions on park use.
- Existing leases as follows (to be assigned to Buyer) None

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

- General taxes for 1990 Second Installment Taxes to be paid by Buyer provided assessment is for farm use.

TITLE PAPERS

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

- Commitment for title insurance issued by Chicago Title Insurance Company brought down to date hereof.

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

7303565 W. Biskupic

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BASIC CONTRACT PROVISIONS

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 _____

Warranty deed, including the release and waiver of the right of homestead and dower. If the title papers show defects in title not included in the liens and encumbrances referred to 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. L. 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. ~~Buyer shall not be liable for any taxes or other charges.~~ The sale hereunder may be closed in escrow, with Chicago Title and Trust Company 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 to the amount of None per cent 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. L. T. A. form for the full amount of the purchase price. Notices may be served on either party by mail at their said addresses 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.

Buyer, Calumet Memorial Park District, will pay (1) all escrow and title guaranty expenses; (2) all real estate transaction taxes, if any, and recording expenses; and (3) survey costs.

Sellers represent that (1) the subject property is not subject to the Illinois Responsible Property Transfer Tax, and (2) there is no known environmental risks or hazards on or in the subject property.

Dated April 12, 1991.

SELLERS:

Albert Gowens (SEAL)
ALBERT GOWENS
Verneeta Gowens (SEAL)
VERNEETA GOWENS

BUYER: Calumet Memorial Park District (SEAL)

Albert P Van Der Aa
ALBERT VAN DER AA
Susan Van Der Aa
Marion Van Der Aa
MARION VAN DER AA

By: Joseph Williams
Park District President

Attest: Barbara Haultmark
Park District Secretary

Elizabeth Gowens
ELIZABETH GOWENS

REAL ESTATE SALE CONTRACT

BETWEEN

COOK COUNTY
1991 JUN 4 PM 2:38

AND

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GEORGE E. COLE
LEGAL FORMS

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RIDER TO REAL ESTATE SALE CONTRACT,
PURCHASE BY THE CALUMET MEMORIAL PARK DISTRICT
OF TWENTY-SIX AND ONE-HALF ACRES OF VACANT
PROPERTY REPRESENTED BY COOK COUNTY PERMANENT
REAL ESTATE TAX INDEX NUMBER 29-24-300-001

The following terms, provisions, and conditions, are made an express and integral part of the "Real Estate Sale Contract," to which this "Rider" is attached, wherein the Calumet Memorial Park District, is purchaser of a twenty-six and one-half acres parcel of vacant property located in the Village of South Holland, as represented by Cook County, Illinois, Permanent Real Estate Tax Number "29-24-300-001," as depicted upon Exhibit "A", attached hereto and incorporated herein:

1. Sellers: The Sellers pursuant to the subject "Real Estate Sale Contract," and their respective one-third ($33 \frac{1}{3}\%$) interests each are:

One-Third ($33 \frac{1}{3}\%$): ALBERT GOWENS and VERNEETA GOWENS, his wife (16830 South Park Avenue, South Holland, Illinois, 60473-2961).

One-Third ($33 \frac{1}{3}\%$): ALBERT VAN DER AA (102 N. W. 135th Place, Seattle, Washington, 98177); and

MARION VAN DER AA (8911 North East 190th Place, Bothel, Washington, 98011); and

One-Third ($33 \frac{1}{3}\%$): ELIZABETH GOUWENS (16013 South Park Avenue, South Holland, Illinois, 60473).

2. Legal Description, area: The legal description for the subject twenty-six and one-half ($26 \frac{1}{2}$) (plus or minus) acres shall be in accordance with a survey, of current date, prepared by Robinson and Associates Engineers, South Holland, which survey shall include, in addition to the legal description, (A) the easements and conditions of record, if any; (B) the parcel's dimensions; and (C) the square footage and acreage of the parcel, after deduction of all easements, including roadways.

The legal description shall indicate that portion of the subject parcel, being a part of Lot 3 (excepting therefrom that part conveyed to the County of Cook for the widening of 167/170th Street) in the Subdivision of the Southwest Fractional $\frac{1}{4}$ of Section 24, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, as represented by Cook County Permanent Real Estate Number "29-24-300-001," as depicted upon Exhibit "A" hereto.

3. Purchase Price, Per Acre: The purchase price shall be computed on the basis of Six Thousand Fifty (\$6,050.00) Dollars per acre, based upon the survey of Robinson and Associates (provided as stated in paragraph "1" of this "Rider"), deducting therefrom the area all easements or grants for roadways, including 167th/170th Street.

The areas represented by the watermain easement to the Village of South Holland and the Little Calumet River and/or Thorn Creek will be included.

The price for any area less than a full acre will be computed as the fractional acre multiplied by the \$6,050.00 full-acre price.

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4. Buyer's Payments: Buyer will pay all escrow, title guaranty, real estate transaction taxes, if any, recording, and survey costs and expenses pertaining to this transaction.

5. Crops: As indicated, Sellers may retain entire farm lease and crop harvest payments for 1991.

6. Land Trustee: Sellers shall also obtain the execution of this Contract by any Land Trustee in Title and shall deliver four executed counterparts hereto to Buyer on or before April 30, 1991, for acceptance by Buyer on or before May 14, 1991, and, when submitted to Buyer, Sellers shall not withdraw, cancel, or terminate this Contract at any time.

7. Repugnancy: In the event of any repugnancy, or conflict, between the terms, provisions, and conditions of this "Rider" and those of the "Real Estate Sale Contract" to which this "Rider" is attached, the terms, provisions, and conditions of this "Rider" shall govern and control.

8. Counterparts: This Rider and the Contract to which this Rider is attached shall be executed in four counterparts, each of which shall be deemed a duplicate original.

Sellers:

Buyer, Calumet Memorial
Park District

Albert Gowens
ALBERT GOWENS

By: Joseph Wilhelm
Park District President

332-09-5198
Social Security Number

Attest: Barbara Haubensak
Park District Secretary

Verneeta Gowens
VERNEETA GOWENS

Date of Ordinance authorizing
the execution on behalf of the
Calumet Memorial Park District

337-03-3958-A
Social Security Number

April 17, 1991

Albert L. VanDerAa
ALBERT VAN DER AA

349-28-0964
Social Security Number

Susan Vanderda
534-44-2521

Marion H. VanDerAa
MARION VAN DER AA

349-28-2005
Social Security Number

Elizabeth Gowens
ELIZABETH GOWENS

328-48-5732
Social Security Number

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ADVISORY

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LEGAL DESCRIPTION

Sellers represent that the legal description for the subject twenty-six and one half (26 1/2A) acres is:

The West 1/2 Lot 3 (excepting therefrom that part conveyed to the County of Cook for the widening of 167/170th Street) in the Subdivision of the South West 1/4 of Section 24, Township 36 North, Range 16 East of the Third Principal Meridian, in Cook County, Illinois.

29-24-300-001

167th St.

Contiguous to 170th St
South Holland, Ill.

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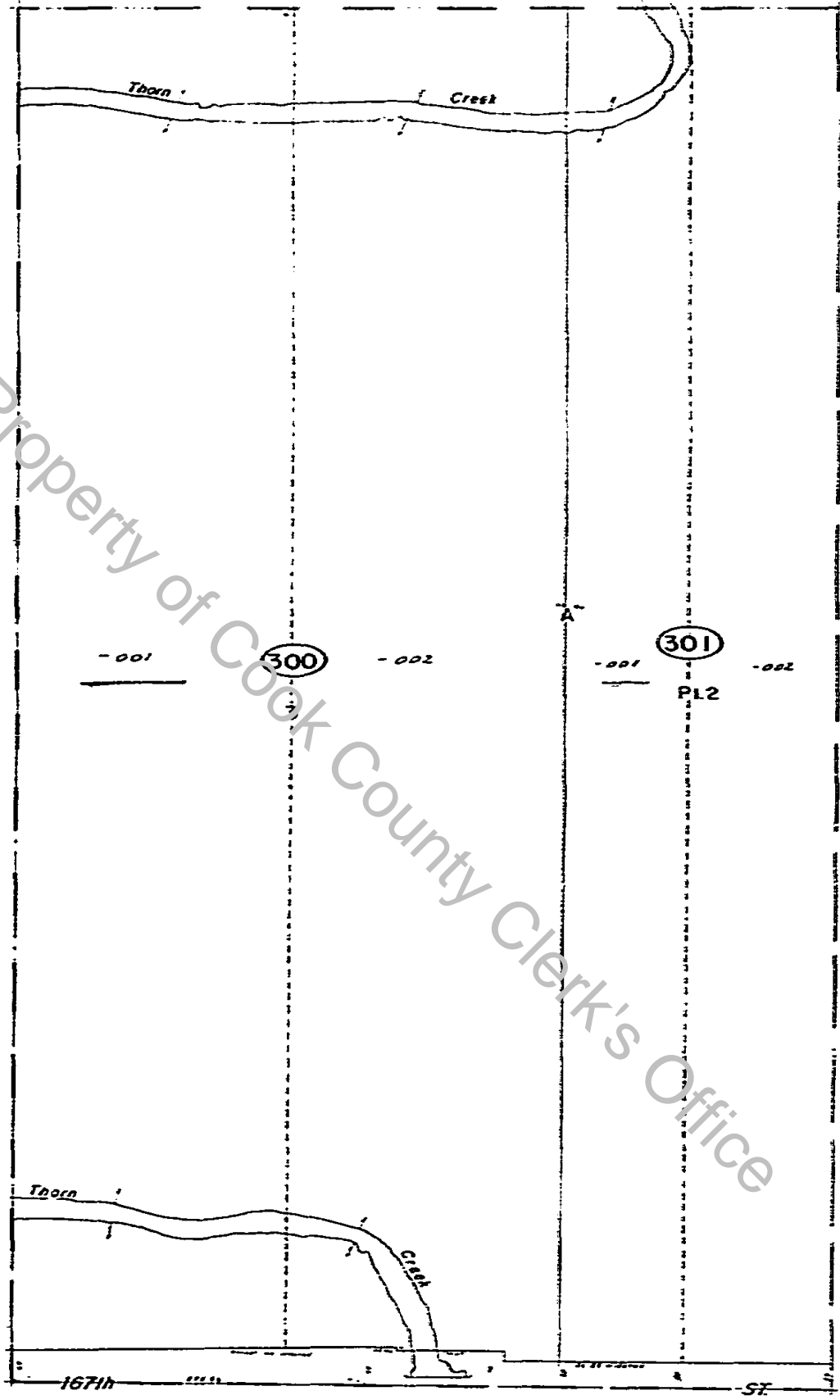
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74 SEC. 27
THORNTON

STATE OF ILL. DEPT. OF LAND SURVEY
Rev. July 24, 1973 Doc. 116032



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EXHIBIT A

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Mail to
Vincent Bishopie
445 W. Jackson
Suite 201
Naperville, IL 60540

BOX 333 - TH

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