

**UNOFFICIAL COPY**  
**Real Estate Sale Contract** 6 91346806

CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM A1

1. Amlin Residential, Inc. or its Nominee (Purchaser)  
agrees to purchase at a price of \$ 282,500.00 on the terms set forth herein, the following described real estate

In Cook County, Illinois: Lots 15, 16, 26,     , 120, 121,     , in Butterfield Place, a Subdivision of part of the Southwest Quarter of Section 15, Township 35 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

(If legal description is not included herein at time of execution, \_\_\_\_\_ n/a authorized to insert it thereafter.)

commonly known as n/a, and with approximate lot dimensions of n/a x.

with the final approved engineering drawings on file w/the Village of Matteson.

2. Mid-Continent Development & Construction Company (Seller)

(Insert names of all owners and their respective spouses)

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 title thereto by a recordable Trustee's \_\_\_\_\_ 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) ~~HOOTY~~ ~~REAL ESTATE DOCUMENTS~~ ~~IN THE~~ ~~STATE~~ ~~OF~~ ~~ILLINOIS~~ ~~THE~~ ~~OWNER~~ ~~SHALL~~ ~~NOT~~ ~~BE~~ ~~DEEMED~~ ~~TO~~ ~~HOLD~~ ~~ANY~~ ~~RIGHT~~ ~~OR~~ ~~INTEREST~~ ~~IN~~ ~~THE~~ ~~PROPERTY~~ ~~FOR~~ ~~THE~~ ~~PURCHASE~~ ~~PRICE~~ ~~EXCEPT~~ ~~AS~~ ~~STATED~~ ~~IN~~ ~~THE~~ ~~DEED~~ ~~OR~~ ~~IN~~ ~~THE~~ ~~CONTRACT~~ ~~OF~~ ~~SALE~~ ~~OR~~ ~~IN~~ ~~THE~~ ~~AGREEMENT~~ ~~OF~~ ~~PURCHASE~~ ~~AND~~ ~~SALE~~ ~~AS~~ ~~STATED~~ ~~IN~~ ~~THE~~ ~~DEED~~ ~~OR~~ ~~IN~~ ~~THE~~ ~~CONTRACT~~ ~~OF~~ ~~SALE~~ ~~OR~~ ~~IN~~ ~~THE~~ ~~AGREEMENT~~ 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## CONDITIONS AND STIPULATIONS

**UNOFFICIAL COPY**

1. Seller shall deliver or cause to be delivered to Purchaser or his/her agent not later than [redacted] prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the contract price is \$100,000.00 or less and the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below. Seller shall provide an individual plat of survey for each lot at time of closing. This real estate is registered in the Torrens System.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties.

3. 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 thereto 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 on the basis of tax proration at time of closing.

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 completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the Purchaser.

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

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

6. 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 paragraphs if inapplicable.)*

COOK COUNTY, ILLINOIS

7. Time is of the essence of this contract.

1991 JUL 12 AM 11:17

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

9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

10. Purchaser is herewith authorized, at his option and expense, to perform soil tests on each lot prior to closing on same. Should such tests indicate improper soil conditions for conventional footings at typical grades, Purchaser, upon written notice to Seller, may terminate such lot from this Contract and substitute a comparably sized available lot or reduce the price of this Contract by the price of such lot per the Contract Rider. *100% of the*

11. The attached Contract Riders is herewith made a part of this Contract.

\* If no substitute lot is available, then it is agreed to reduce the price of this Contract by the price of such lot per the Contract Rider.

*Prepared by: Malone Residential  
Mail to: Malone Residential*

4900 W 186<sup>th</sup> St  
Country Club Hills IL  
60478

BOX 333 - TH

# UNOFFICIAL COPY

91346806

P-H-15  
6-6  
9-6

Lot 15 31-15 - 303 - 015

located on the W side of Academy, South of Morning Glory

Lot 16 31-15 - 303 - 016

located on the W side of Academy, South of Morning Glory

Lot 21 31-15 - 303 026

located on the W side of Academy, South of Troy Circle

Lot 120 31-15 308 - 001

located on the W side of Academy, North of Columbian Lane

Lot 121 31-15 308 - 002

located on the W side of Academy, North of Columbian Lane

Lot 113 31-15 - 307 - 004

located on Columbian Lane, North of Morning Glory

Lot 122 31-15 308 - 003

located on the W side of Academy N of Columbian Lane

Document Subs all on Marion, Ellender,

91346806