

# UNOFFICIAL COPY

92-411776

STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK    )

SS.

92419776

92419776

## AFFIDAVIT OF INTEREST CLAIMED IN REAL ESTATE

JAMES J. ANDERSON and JOHN R. TACCIO having been duly sworn on oath state their claim pursuant to an act relating to claims to real estate as follows:

1. The claimants, JAMES J. ANDERSON and JOHN R. TACCIO, are the equitable owners of the real estate herein by virtue of their written agreement to buy real estate, dated March 4, 1992, between themselves and PETRINA A. ZIESKE, owner of the legal title of record and her son, PAUL A. ZIESKE. A copy of the contract entered into between the parties is attached as Exhibit A to this affidavit and incorporated by this reference as if fully set forth herein.

DEPT-01 RECORDING \$27.50  
T#2222 TRAN 6575 06/12/92 10:18:00  
#4813 #8 \*-92-419776  
COOK COUNTY RECORDER

2. The real estate is legally described as follows:

Lot 16 and the west 7 feet of Lot 15 in Block 5, in the Ashland Avenue and Clark Street Addition to Edgewater, in the Southeast 1/4 of Section 6, Township 10 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

3. The afore-described real estate is the subject of litigation presently pending between the parties in the Circuit

1628 W. Olive, Chicago

# 14-06-410-042

This instrument release, that certain instrument titled Affidavit of Interest Claimed in Real Estate recorded on 6/1/92 as Document #92379406 against PIN #14-06-410-043

2750

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Court of Cook County, Illinois, Chancery Division on Case No. 92  
CH 2920.

DATED: May 29, 1992.

*James J. Anderson*

JAMES J. ANDERSON

*John R. Taccio*

JOHN R. TACCIO

Subscribed and sworn to  
before me this *29th* day of *May*, 1992.

924919776

*Stephanie A. Perfetto*

NOTARY PUBLIC

OFFICIAL SEAL  
STEPHANIE A. PERFETTO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT. 16, 1995



Prepared by and  
return to:

Linda I. Hay  
1119 Pleasant St.  
Oak Park IL 60502



# CHICAGO ASSOCIATION OF REALTORS/MLA REAL ESTATE SALE CONTRACT - APARTMENT/S/INVESTMENTS UNOFFICIAL COPY

1 TO: Owner of Record SELLER Date March 4, 1992

2 We offer to purchase the property known as: 1628 West Olive Chicago Illinois 60660,  
 3 Int approximately 25x125 feet, together with improvements thereon, including the following, if any, now on  
 4 premises belonging to Seller, for which a Bill of Sale is to be given, screens; storm windows and doors; shades; radiator covers; heat-  
 5 ing, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; 1 unit air conditioner;  
 6 1 refrigerator; 1 ranges; and also controls for electric garage door opener

7 1. Purchase price 175,000

8 2. Initial earnest money 1,000, in the form of Personal Check  
 9 shall be held by Seller's Attorney to 175,000 within 10 business  
 10 days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller on or before  
 11 March 6 19 92. Earnest money shall be deposited by Seller's Attorney  
 12 as escrow, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois.  
 13 ~~of the contract shall be null and void.~~

14 J. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH  
 15 INAPPLICABLE SUBPARAGRAPHS):  
 16 (a) ~~Cash, Cashier's Check or Certified Check, or Any Combination Thereof;~~  
 17 (b) ~~Assumption of Existing Mortgage (See Rider 706, if Applicable.)~~  
 18 (c) ~~Mortgage Contingency. This contract is contingent upon Purchaser securing within \_\_\_\_\_ days of acceptance hereof a~~  
 19 ~~commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associa-~~  
 20 ~~tions or banks, for \$ \_\_\_\_\_ the interest rate for initial interest rate if an adjustable rate mortgage) not to exceed~~  
 21 ~~\_\_\_\_\_ per annum, amortized over \_\_\_\_\_ years, payable monthly, loan fee not to exceed \_\_\_\_\_, plus ap-~~  
 22 ~~praisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than \_\_\_\_\_ years. Pur-~~  
 23 ~~chaser shall pay for private mortgage insurance if required by lending institution. If Purchaser does not obtain such commitment,~~  
 24 ~~Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that~~  
 25 ~~Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may~~  
 26 ~~within an equal number of additional days, secure mortgage commitment for Purchaser upon the same terms, and shall have the~~  
 27 ~~option of extending the closing date up to the same number of days. Said commitment may be given by Seller as well as a third~~  
 28 ~~party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of~~  
 29 ~~such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither~~  
 30 ~~Purchaser, Seller nor \_\_\_\_\_ secures such commitment as above provided, this contract shall be null and void and all earnest~~  
 31 ~~money shall be returned to Purchaser, and Seller shall not be liable for any sales commission.~~  
 32 If an FHA or VA mortgage is to be obtained, Seller agrees to pay the loan discount not to exceed \_\_\_\_\_ and other costs  
 33 customarily chargeable to Seller, provided Seller's initials appear here \_\_\_\_\_

34 (d) ~~Purchase Money Note and Trust Deed. Purchaser shall pay \$ \_\_\_\_\_~~  
 35 ~~(which sum includes earnest money) and the balance by (STRIKE THROUGH ONE) Purchase Money Note and Trust Deed) \_\_\_\_\_~~  
 36 ~~\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ with interest at the rate of \_\_\_\_\_ to be amortized over~~  
 37 ~~\_\_\_\_\_ years, payable monthly, the first payment due \_\_\_\_\_ years from closing \_\_\_\_\_ with unlimited prepayment privi-~~  
 38 ~~lege without penalty. \_\_\_\_\_ If the parties cannot agree on the~~  
 39 ~~form of said instrument, Chicago Title & Trust Company Note and Trust Deed No. 7 shall be used, or the George E. Cole Installment~~  
 40 ~~Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to~~  
 41 ~~Seller within four days of such request; and Seller may cancel this agreement within three days after receiving said credit report if~~  
 42 ~~Seller believes said credit report is unsatisfactory.~~

43 4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable War-  
 44 ranty deed with release of homestead rights or other appropriate deed if title is in trust or in an estate, or Articles of Agreement  
 45 for such a deed if that portion of subparagraph (d) is applicable, subject only to the following, if any: covenants, conditions and  
 46 restrictions of record, public and utility easements, ~~\_\_\_\_\_ existing leases~~  
 47 ~~and tenancies, \_\_\_\_\_ general~~  
 48 ~~taxes for the year 19 \_\_\_\_\_ and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 705.~~

49 5. Seller represents and warrants that: provided that they do not interfere with use of the property as a  
 50 (a) existing leases, if any, are to be assigned to Purchaser at closing, none of them expire later than \_\_\_\_\_ (all leases are FHA)  
 51 (b) \_\_\_\_\_ and said existing leases have no option to renew, cancel or purchase; (c) the present monthly gross rental income is  
 52 \$ 1,305.00; (d) the 19 91 general real estate taxes are \$ 17.38

53 6. Closing or escrow payout shall be on March 27, 1992 (except as provided in paragraph 3 c above), provided title  
 54 has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at as agreed upon

55 7. Seller agrees to surrender possession of the premises herein occupied by him on or before at closing  
 56 provided this sale has been closed.

57 (a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ \_\_\_\_\_ per day for use and occupancy commencing  
 58 on the first day after closing up to and including the date possession is to be surrendered, or on a monthly basis, whichever period is  
 59 shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

60 (b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 6 above the sum of \$ \_\_\_\_\_  
 61 to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale. Escrowee furnishes  
 62 receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy,  
 63 the sum of 10% of said possession escrow per day up to and including day possession is surrendered to Purchaser, plus any unpaid use  
 64 and occupancy to the date possession is surrendered, and all amounts to be paid out of escrow and the balance, if any, to be turned over  
 65 to Seller, and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

66 \_\_\_\_\_  
 67 \_\_\_\_\_  
 68 \_\_\_\_\_

69 THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

PURCHASER James J. Anderson ADDRESS 5554 N. Paulina  
JAMES J. ANDERSON Chicago IL 60640  
 (Type or print name) (Social Security #)  
 PURCHASER John R. Decio ADDRESS 5554 N. Paulina  
JOHN R. DECIO Chicago IL 60640  
 (Type or print name) (Social Security #)

ACCEPTANCE OF CONTRACT BY SELLER

This 11 day of March 19 92. We accept this contract and agree to perform  
 and convey title or cause title to be conveyed according to the terms of this contract.

SELLER Peterson A. Pielke ADDRESS 1628 W. Olive St.  
Peterson A. Pielke Chicago IL 60660  
 (Type or print name) (Social Security #)  
 SELLER Peterson A. Pielke ADDRESS 1628 W. Olive St.  
Peterson A. Pielke Chicago IL 60660  
 (Type or print name) (Social Security #)

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