

# UNOFFICIAL COPY

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, and if fully set forth herein.

DEPT 1 RECORDING \$27.50  
. T#2222 TRAN 6575 06/12/92 10:18:00  
. #4615 + B #--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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9-2-91-9111

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.

92418776

Stephen A. Borkowski  
NOTARY PUBLIC



Prepared by and  
return to:

Linda I. Hay  
1119 Pleasant St.  
Oak Park IL 60521



**CHICAGO ASSOCIATION OF REALTORS®**  
**REAL ESTATE SALE CONTRACT - APARTMENTS/INVESTMENTS**

**UNOFFICIAL COPY**

1. To: <u>Owner of Record</u>	SELLER	Date: <u>March 4, 1992</u>
2. We offer to purchase the property known as: <u>1628 West Olive Chicago Illinois 60660.</u>		
3. Int. approximately <u>23x123</u> feet, together with improvements thereon, including the following, if any, now or premises belonging to Seller, for which a Bill of Sale is to be given, screens; storm windows and doors; shades; radiator covers; heat- ing, central cooling, ventilating, lighting and plumbing fixtures; stairhall carpeting; boiler room tools; <u>1</u> unit air conditioners; <u>1</u> refrigerator; <u>1</u> range; and also <u>controls for electric garage door opener</u> .		
4. Purchase price <u>\$175,000</u>		
5. Initial earnest money <u>\$1,000</u> , in the form of <u>Personal Check</u> .		
6. shall be held by <u>Seller's attorney</u> , to <del>be deposited in escrow</del> within 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 <u>March 6, 1992</u> . Earnest money shall be deposited by <u>Seller's Attorney</u> , as trustee, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois. <del>as trustee, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois.</del>		
7. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows: <del>(STRIKE THROUGH INAPPLICABLE SUBPARA</del> <del>GRAPHIS)</del>		
8. <del>(a) Cash, Carrier's Check or Certified Check, or Any Combination Thereof;</del>		
9. <del>(b) Assumption of Existing Mortgage (See Rider 706, if Applicable.)</del>		
10. <del>(c) Mortgage Contingency. This contract is contingent upon Purchaser securing within _____ days of acceptance hereof a commitment for a fixed rate mortgage, or an adjustable rate mortgage permitted to be made by U.S. or Illinois savings and loan associa- tions or banks, for _____, the interest rate for initial interest rate if an adjustable rate mortgage not to exceed _____ per annum, amortized over _____ years, payable monthly, loan fee not to exceed _____ %, plus ap- praisal and title search fees, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Pur- chaser shall pay for private mortgage insurance if required by lender institution. If Purchaser does not obtain such commitment, Purchaser shall notify Seller in writing within said number of days. If Seller is not so notified, it shall be conclusively presumed that Purchaser has secured such commitment or will purchase said property without mortgage financing. If Seller is so notified, Seller may within an equal number of additional days, secure a mortgage commitment for Purchaser upon the same terms, and shall have the 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 party. Purchaser shall furnish all requested credit information, sign customary documents relating to the application and securing of such commitment, and pay one application fee as directed by Seller. If Purchaser notifies Seller as above provided, and neither Purchaser, Seller nor they, secure such commitment as above provided, this contract shall be null and void and all earnest money shall be returned to Seller, and Seller shall not be liable for any sales commission.</del>		
11. <del>If an FHA or VA mortgage is to be obtained, Seller agrees to pay the loan discount not to exceed _____ % and other costs equitably chargeable to Seller, provided Seller's initials appear here.</del>		
12. <del>(d) Purchase Money Note and Trust Deed. If Purchaser secures a mortgage commitment, Purchaser shall pay <u>\$3,000</u>, (which sum includes earnest money) and the balance by <del>(STRIKE THROUGH ONE)</del> Purchase Money Note and Trust Deed(s) <del>to be</del> <del>in</del> amount <del>One</del> <del>Deed</del> in the amount of <u>\$120,000</u>, with interest at the rate of <del>8%</del> <del>12%</del> <del>per annum</del> to be amortized over 10 years, payable monthly, the first payment due 20 years from closing, with unlimited prepayment privilege without penalty. <del>Interest will be calculated on the unpaid principal balance. If the parties cannot agree on the</del> form of said instrument, Chicago Title &amp; Trust Company Note and Trust Deed No. 7 shall be used, or the George E. Cole Installment Agreement No. 74 shall be used, whichever may be applicable. If Seller requests a credit report, Purchaser shall deliver same to Seller within four days of such request; and Seller may cancel this agreement within three days after receiving said credit report if Seller believes said credit report is unsatisfactory.</del>		
13. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable War- ranty Deed with release of homestead rights (or other appropriate deed) if title is in trust or in an estate, or Articles of Agreement for such a deed if that portion of subparagraph 10 is applicable, subject only to the following. If any covenants, conditions and restrictions of record, public and utility easements, <del>existing leases and tenancies, general taxes for the year 19</del> <del>91</del> <del>and subsequent years, the mortgage or trust deed set forth in paragraph 3 and/or Rider 706.</del>		
14. Seller represents and warrants that: <del>provided that they do not interfere with use of the property as a</del> <del>public building, none of which expire later than</del> <del>(all leases are FTM)</del>		
15. Existing leases, if any, are to be assigned to Purchaser <del>upon closing, none of which expire later than</del> <del>(all leases are FTM)</del>		
16. Existing leases have no option to renew, cancel or purchase; (b) the present monthly gross rental income is <u>\$1,503.00</u> ; (c) the 19 <del>91</del> general real estate taxes are <u>\$5,417.38</u> .		
17. Closing or escrow payoff shall be on <u>March 27, 1992</u> , <del>10</del> (except as provided in paragraph 3.c above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgage or at <u>as agreed upon</u> .		
18. Seller agrees to surrender possession of the premises herein occupied by him on or before <u>March 27, 1992</u> , provided this sale has been closed.		
19. For Use and Occupancy. At closing, Seller shall pay to Purchaser <del>for use and occupancy commencing</del> the first day after closing up to and including the date possession is to be surrendered, on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.		
20. <del>(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 9 above the sum of \$_____.</del>		
21. <del>To guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale, or escrowee form of receipt. If Seller does not surrender possession as above, Seller shall pay to Purchaser in addition to the above use and occupancy the sum of 10% of said possession sum per day up to and including day possession is surrendered to Purchaser, plus any unpaid use and occupancy to the date possession is surrendered. Amount to be paid out of escrow and the balance, if any, to be turned over to Seller, and acceptance of payment by Purchaser shall not limit Purchaser's other legal remedies.</del>		
22. <del>EXCEDED</del>		
23. <del>EXCEDED</del>		
24. <del>EXCEDED</del>		
25. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.		
PURCHASER	<u>JAMES J. ANTRELL</u> ADDRESS: <u>5554 N. PAULINA</u>	
(Type or print name) <u>JAMES J. ANTRELL</u> Social Security # <u>000-00-0000</u>		
PURCHASER	<u>JOHN R. TACCIO</u> ADDRESS: <u>5554 N. PAULINA</u>	
(Type or print name) <u>JOHN R. TACCIO</u> Social Security # <u>000-00-0000</u>		
ACCEPTANCE OF CONTRACT BY SELLER		
This <u>11</u> day of <u>March</u> , 19 <u>92</u> , 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	<u>Peter J. Petrone</u> ADDRESS: <u>1635 N. Paulina</u>	
(Type or print name) <u>PETER J. PETRONE</u> Social Security # <u>000-00-0000</u>		
SELLER	<u>J. P. J. Petrone</u> ADDRESS: <u>1635 N. Paulina</u>	
(Type or print name) <u>J. P. J. Petrone</u> Social Security # <u>000-00-0000</u>		

Received LPS



Exhibit 'A'

## PROVISIONS

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1. Real estate taxes based on ~~the~~<sup>1981</sup> current assessable taxes, rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. If property taxes are unprorated, but last available tax bill is on vacant land, parties hereto agree to re-prorate taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.

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

3. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of insurable title in the intended grantee, for his existing owner's duplicate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side hereof, and a currently dated Special Tax Report issued by the Registrar of Titles, whereby delivering a Commitment For Title Insurance of a title insurance company bearing date on or subsequent to the date of the acceptance of this contract, in the amount of the purchase price subject to no other exceptions than those listed on the reverse side hereof and in general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgagee in recording mortgage and bringing down title shall not be a default of this contract. Every Certificate of Title or Commitment For Title Insurance furnished by Seller hereunder shall be conclusive evidence of title as therein shown. If evidence of title contains other exceptions, Seller shall have thirty days from Seller's receipt of evidence of title to cure such exceptions and notify Purchaser accordingly, and as to those exceptions which may be removed at closing by payment of money, Seller may have same removed at closing by using the proceeds of sale in payment thereof. **IF THE PROPERTY IS REGISTERED IN THE TORONTO SYSTEM, AND THE PURCHASER'S MORTGAGEE REQUIRES TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.**

**\*Title Insurance to be paid by seller\***

4. All notices herein required shall be in writing and shall be served on the parties at addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service when the notice is mailed. Notices may also be served by personal delivery, by mail agram, telegram, or by the use of a facsimile machine with proof of transmission and a copy of the notice with proof of transmission being sent by regular mail on the date of transmission.

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but such refund shall not release Seller from Seller's obligation under this contract. If the termination is caused by Purchaser's fault, then, at the option of the Seller, and upon notice to Purchaser, the earnest money shall be forfeited. If the earnest money is forfeited, the earnest money shall be retained by Seller, and the balance paid to Seller. In the event of default, escrowee may give written notice to Seller and Purchaser indicating escrowee's intended disposition of the earnest money. Seller and Purchaser hereby agree that if neither party objects, in writing, in the proposed disposition of the earnest money, within thirty days after the date of mailing of said notice, escrowee shall proceed to dispose of the earnest money as previously indicated by the escrowee. If either Seller or Purchaser objects to the intended disposition within the aforementioned thirty day period, then the parties hereto agree that the escrowee may deposit earnest money, less costs, with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. The parties agree that escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such default claims and demands.

6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the aforesaid premises has been issued and received by Seller or his agent. If a notice is received between date of acceptance of the contract and date of closing, Seller shall promptly notify Purchaser of such notice.

7. At the request of Seller or Purchaser evidenced by notice in writing to the other party at any time prior to the date for delivery of deed hereunder, the sale shall be closed through an escrow with a title insurance company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then furnished and in use by said 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 until the escrow is closed by both parties. **NO ESCROW FEE IS TO BE CHARGED.** The cost of the escrow shall be divided equally between Purchaser and Seller. (\* or at buyer's or seller's attorney's office)

8. Prior to closing, Seller shall furnish a survey by a licensed land surveyor dated not more than six (6) months prior to date of acceptance hereof showing the present location of all improvements. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.

9. Seller agrees to furnish to Purchaser an affidavit of title subject only to those items set forth herein, and an ALTA form if required by Purchaser's mortgagee.

10. Right is reserved by either party to insert correct legal description at any time, without notice, when same is available.

11. Seller shall have the right to pay off any existing mortgages out of the proceeds of this sale.

12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.

13. 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, as amended, and the Illinois Residential Property Transfer Act of 1988, as amended.

14. Seller shall pay the amount of any stamp tax imposed by the state and county on the transfer of title, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by the state and county, and shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any local ordinance with respect to a transfer or transaction tax. Such tax required by local ordinance shall be paid by designated party in said ordinance.

15. Seller shall remove from premises by date of possession all debris and Seller's personal property not conveyed by Bill of Sale to Purchaser.

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

17. Time is of the essence of this contract.

18. Wherever appropriate, the singular includes the plural and the masculine includes the feminine or the neuter.

19. Rider number 708 is made a part hereof and attached.

20. Buyer is a licensed real estate agent.

21. Line 36 on the reverse side of this contract shall read "...with interest at a rate of 7.00% per annum on the unpaid balance for the first year, 8.00% for the second year (per annum on the unpaid balance), and 9.00% (per annum on the unpaid balance) for the remaining number of years. In each of years 1, 2, and 3 payments will be calculated on the then unpaid balance amortized over 30 years.  
and last down \$222

22. Seller warrants that the expenses for 1981 are as follows:

Water	133.45
Electric	190.00
Gas	2440.85
Other	100.00

92A19776

ROBERT A. SMITH

RECEIVED X MDL