

UNOFFICIAL COPY

592011445

THE SELLER OF THIS CONTRACT IS THE ORIGINAL SIGNATURES.

SELLER (Type of print name) Young, Robert
 ADDRESS 1111 N. Dearborn St. Chicago, Ill. 60610
 SELLER (Type of print name) Young, Robert
 ADDRESS 1111 N. Dearborn St. Chicago, Ill. 60610
 THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.

9. THE SELLER OF THIS CONTRACT IS THE ORIGINAL SIGNATURES.

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FEE \$1.00

BEARS THE FOLLOWING LEGAL DESCRIPTION

THIS CERTIFIES THAT THE PROPERTY KNOWN AS

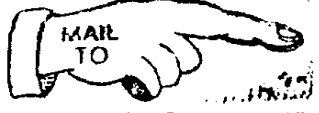
COOK COUNTY TREASURER'S OFFICE
116 North Clark St. - Chicago, IL 60602
Department of Maps - Room 112

32011345

Number 1929

20. That buyers shall have the right to a final inspection of the premises seventy-two hours of closing.
19. That all appliances, heating, plumbing, mechanical and electrical systems are all in working order at the time of closing and that the roof does not leak and the basement has no leakage problem.

18. Wherever appropriate, the singular includes the plural and the feminine in the number.
17. Time is of the essence of this contract.
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.
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.
14. Seller shall pay the amount of any stamp tax imposed by the state and county, and shall furnish a completed declaration signed by the Seller or Seller's agent in the form required by any local ordinance which may be in effect at the date of this contract, ordinary wear and tear excepted.
13. Purchaser and Seller hereby agree to make all disclosures and to do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and the Illinois Real Estate Transfer Act of 1988, as amended.
12. Purchaser may place a mortgage on this property and apply proceeds of such mortgage to the purchase price.
11. Seller shall have the right to pay off any existing mortgage out of the proceeds of this sale.
10. Right is reserved by either party to insert correct legal description in any time, without notice, when same is available.
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 mortgage.
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 of purchase price and delivery of deed. If Purchaser or Purchaser's mortgagee desires a more recent or extensive survey, same shall be obtained at Purchaser's expense.
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, this sale shall be closed through an escrow company, in accordance with the general provisions of the usual form of Escrow and Money Reserve Agreement 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. Good faith creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made by the escrow and this contract and the earnest money shall be deposited in the escrow and the broker shall be made a party to the escrow with regard to commission due. The cost of the escrow shall be divided equally between Purchaser and Seller.
6. Seller warrants that no notice from any city, village or other governmental authority of a dwelling code violation which currently exists in the above said premises has been received 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.
5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but such return 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 and applied first to payment of Broker's commission and any expenses incurred, 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, to the proposed disposition of the earnest money within thirty days after the date of mailing of said notice, escrowee shall proceed to disburse 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 escrowee may be reimbursed from the earnest money for all costs, including reasonable attorney's fees, related to the filing of the interpleader and to 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.
4. 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 when the notice is mailed. Notices may also be served by personal delivery, by mail or gram, 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.
3. At least five days prior to closing date, Seller shall show to Purchaser or his agent evidence of marketable title to the intended grantor (an exhibiting owner's appropriate Certificate of Title or a certified copy thereof, subject to no other exceptions than those listed on the reverse side of the instrument) 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 of the instrument. If the instrument furnished by Seller hereunder shall be conclusive evidence of title to the intended grantor, 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 cured 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 TORRENS SYSTEM, AND THE PURCHASER'S MORTGAGEE REQUESTS TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.
2. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
1. Real estate taxes based on most recent ascertainable taxes, rent, interest on existing mortgage, if any, water taxes and other payable items shall be paid to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to reimburse taxes when bill on improved property is available. Security deposits, if any, shall be paid to Purchaser at closing.



PROVISIONS

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