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AFFIDAVIT OF NOTIFICATION

I, Bruce Fogelson, Being first duly sworn upon oath and do hereby swear that:

- Notification was given to Herbert Lewin, at 29 S. LaSalle St., Chicago, IL 60603, (and the attached list of persons) who are the owners of record and/or claim to be the owner(s) on the property with Certificate No. 4374791, the legal description of which is lot 14 of block 7 of Hubbard's sub. of block 7 Watson Tower & Davis Sub. of the west 1/2 of N./W. 1/4 of see 6-19-14 (see attached), the P.I.N. No. of which is 17-06-110-038-0000 which is commonly known as 1426 N. Bell, Chicago, IL. 60622 that a Real Estate Sales Contract, dated 11/21/91, (a copy of which is attached as an exhibit) was executed by the owner and demand notification (a copy of which is attached as an exhibit) was sent by registered mail, return receipt requested, along with other and conveyances, notice, was made by the purchaser to seller pursuant to the contract. *Remanding to Close on the Property per the Sales Contract*
- That, to the best of my knowledge, all of the documents attached to as exhibits are true and accurate copies of original documents.
- I am advised by an attorney to notify all persons by this filing with the County Recorder that NO FURTHER ACTION should be taken which would transfer, incumber, build on or otherwise involve the above referenced property pending the result of the attached real estate sales contract.

I, Bruce Fogelson, declare under penalties of perjury that I have examined this form and that all statements included in this affidavit to the best of my knowledge and belief are true and correct and complete.

Bruce Fogelson
Affiant

Originally Filed 1/2/92
1/22/92 - Re Filed w/ Cook County Recorder

Subscribed and Sworn to before me by the said _____ this *12* day of *January*, 1992

Virginia M. Roncoli
Notary Public



Date: 1/2/92

Send Return copy to:
B. Fogelson, President, BAFCOR, INC.
2521 N. Wayne Ave., Chicago IL 60614

35.9 Mail

COOK COUNTY

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MEMORANDUM

TO: Jim Kruger
Kruger Real Estate
6252 N. Lincoln Ave.
Chicago, IL 60659

Mr. Herbert M. Lewin
29 South LaSalle St.
Chicago, IL 60603

Anna Dee & Sue Miranda
Miranda Real Estate, Inc.
2045 W. Fullerton
Chicago, IL 60647

Double X Investments
6252 N. Lincoln Ave.
Chicago, IL 60659

FROM: Bruce Fogelson
President
BAFCOR, Inc.
2521 N. Wayne Ave.
Chicago, IL 60614
312-248-3566

Re.: Real Estate Sales Contract dated November 21, 1991 for
the Vacant Lot known as 1426 N. Bell, Chicago, IL 61622.
/ Demand to close and intent to pursue an action.

DATE: 12/30/91

Please be advised (per the enclosed carbon copy) that legal action may be taken per the above referenced real estate sales contract. I would thus hereby request that you take no further action which would transfer, sell, incumber, pledge, build on, use, or otherwise affect the subject property which I have referenced above subject to any legal action which may bring be brought.

I encourage any interested parties to contact me to solicit their understanding of these events or to answer any questions which they may have.

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December 30, 1991

Mr. Herbert M. Lewin
29 South LaSalle St.
Chicago, IL 60603

Re.: Real Estate Sales Contract for the Vacant Lot known as 1426 N. Bell, Chicago, IL 61622. / Demand to close and intent to pursue an action.

Dear Mr. Lewin,

Pursuant to our contract dated November 21, 1991 for the above referenced vacant lot, I am hereby notifying you of the following:

I intend to diligently pursue this contract for the sale of the property and demand that you preform your obligations under said contract and complete the contract to closing.

You have been notified by Robert Riffner as of December 24th, 1991 of my demand for you to preform your obligations under the contract and my intent to pursue a closing for the lot.

As of this date I nor to my knowledge have any of my agents received any formal notice attempting to contesting or revoking this contract nor any correspondence at all. Your agent, Miranda Real Estate, Inc. has cashed my earnest money check and is holding my funds on account per your instruction and the terms of the contract.

On Friday December 27th I received a telephone call from a Mr. Riffner who informed me that you may attempt to sell or may in fact have sold the subject property to a third party. Moments later a Mr. Jim Kruger called first inquiring about my interest in lots in the Bell Street area, then inquiring as to my interest in purchasing lots but denying that we could be speaking about the subject lot, then describing himself as a broker and agent representing a client which has a lot for sale and finally saying the lot was in fact the subject property but that he did not have knowledge of the transaction due to the fact that he was simply the agent. After the conversation I phoned Mr. Riffner who told me for the first time that Mr. Kruger was in fact among the alleged third party buyers and that he had gotten my name through Herb Lewin. Mr. Riffner and I spoke to Mr. Kruger together immediately. Mr Kruger then admitted that he was in fact an "owner" of the subject property through his interest in Double K Investments and had knowledge of the availability of the lot and of my contract with you and that he had purchased the lot very recently.

It has been alleged to me and would appear from this series of events and hearsay that you may be deliberately thwarting the spirit and letter of the above referenced real estate contract and or that you and a third party conspired to avoid the above referenced contract.

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Lewin -- 12/30/91

Page 2 of 2.

I would thus request that you contact me or the attorney Robert Riffner immediately to comply with the contract or confront what seems to be an intent not comply.

Please be advised that I intent to pursue this matter to it's logical conclusion and to secure the lot. I intend to notify the parties by carbon copy of this letter and to instruct you and they to take no further action which would transfer, sell, incumber, pledge, build on, use, or otherwise affect the subject property which I have referenced above subject to any legal action which I may bring to resolve this matter. I will encourage any interested parties to contact me to solicit their understanding of these events or to answer any questions which they may have.

Sincerely,



Bruce Fogelson
President
BAFCOR, Inc.
2521 N. Wayne Ave.
Chicago, IL 60614
312-248-3566

CC: Jim Kruger
Kruger Real Estate
6252 N. Lincoln Ave.
Chicago, IL 60659

Anna Dee & Sue Miranda
Miranda Real Estate, Inc.
2045 W. Fullerton
Chicago, IL 60647

Double K Investments
6252 N. Lincoln Ave.
Chicago, IL 60659

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Please be advised that Mr. Fogelson stands ready, willing, and able to close on the transaction. Additionally, please be aware

essence on this contract. Specifically, he hereby renews his demand that time be of the provisions of this contract set forth in paragraph 17 thereof. closing, he is by no means waiving the "time is of the essence" to stress that by establishing the January 15, 1992 date for with the terms of the agreement to date, Mr. Fogelson would like before January 15, 1992. As you have already failed to comply 1. Otherwise prepare for a closing to be completed on or

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and, 2. Pursuant to paragraph 8 of the provisions, please forward to this office a survey from a licensed land surveyor dated not more than six months prior to the date of acceptance;

1. Pursuant to paragraph 3 of the provisions set forth in the contract, please forward to this office a title commitment evidencing merchantable title to this property;

for the following: above-referenced transaction. To that end, demand is hereby made obligations under said contract and complete the closing on the Fogelson. Mr. Fogelson hereby demands that you perform your As you are aware, this contract has been assigned to Mr. Bruce

This correspondence shall constitute formal notice pursuant to paragraph 4 of the provisions set forth on the reverse side of the real estate contract dated November 21, 1991 and accepted by you on November 22, 1991.

Dear Mr. Lewin:

RE: Lewin sale to Fogelson
Property Address: 1426 North Bell
Chicago, IL 60622
Our File Number: 9111-037-4

Mr. Herbert W. Lewin
29 South LaSalle Street
Chicago, IL 60601

CERTIFIED MAIL/REGULAR MAIL

December 24, 1991

ATTORNEYS AT LAW
WOODFIELD GREEN EXECUTIVE CENTER
1820 NORTH THOMAS DRIVE
SUITE 100
ROCKFORD, ILLINOIS 61173
(708) 303-0107
FAX (708) 303-8821

ROBERT O. FREEMAN
TERENCE J. FREEMAN

RIFFNER & FREEMAN, LTD

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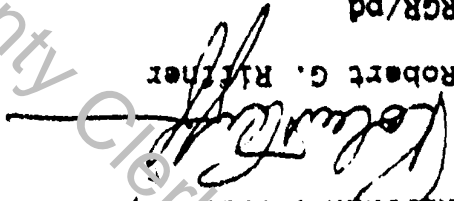
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Property of Cook County Clerk

cc: Bruce Fogelson
RGR/pd

Robert G. Rittner



RIITNER & FREEMAN, LTD.

Very truly yours,

that in the event you fail to comply with the terms set forth herein, Mr. Fogelson has authorized that I take any and all steps necessary to protect his interest in the subject property including the initiation of a suit for specific performance on this contract, if necessary.
If you should have any questions or wish to further discuss this matter, please do not hesitate to contact our office.

Mr. Herbert W. Lowin
December 24, 1991
page 2

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NORTH SIDE REAL ESTATE BOARD
REAL ESTATE SALE CONTRACT - REGULAR

VACANT LOT

TO: General Record SELLER: 1931 N. Wells St. Chicago, IL 60622 Date: 11-21-91

I We offer to purchase the property known as: 1931 N. Wells St. Chicago, IL 60622
lot approximately 100 feet, together with improvements thereon, including the following, if any, now on premises, for which a Bill of Sale is to be given: screens, storm windows and doors, shades, venetian blinds, drapery rods, curtain rods, radiator covers, attached TV antenna, heating, central cooling, unit air conditioners, ventilating, lighting and plumbing fixtures, attached mirrors, shelving, interior shutters, cabinets and bookcases, awnings, porch shades, planted vegetation, garage door opener, fireplace screens, refrigerator, range, dishwasher and disposal, tacked down carpeting, and also

VACANT LOT

1. Purchase price \$ 18,000
2. Initial earnest money \$ 2500 shall be held by Phyllis M. Jensen in the form of Phyllis M. Jensen Real Estate days after acceptance hereof. Said initial earnest money shall be returned and this contract shall be void if not accepted by Seller or Buyer as escrowee, for the benefit of the parties hereto in an established escrow account in compliance with the laws of the State of Illinois. An original of this contract shall be held by Listing Broker.

3. The balance of the purchase price shall be paid at the closing, plus or minus prorations, as follows (STRIKE THROUGH INAPPLICABLE SUBPARAGRAPHS):
(a) Cash, Cashier's Check or Certified Check, or Any Combination Thereof.

(b) ~~Mortgage Commitment. The contract is contingent upon Buyer securing within _____ days after 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 associations or banks, for \$ _____, the interest rate or initial interest rate if an adjustable rate mortgage, not to exceed _____ % per annum, amortized over _____ years, payable monthly, loan fee not to exceed _____ %, plus appraisal and credit report fee, if any. If said mortgage has a balloon payment, it shall be due no sooner than _____ years. Purchaser shall pay for private mortgage insurance if required by lending 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 said 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, and 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 Broker secures such commitment as above provided, this contract shall be null and void and all monies shall be returned to Purchaser, and Seller shall not be liable for any advertising or commission.~~

If an FHA or VA mortgage is to be obtained, Seller agrees to pay the loan discount not to exceed _____ % and other costs customarily chargeable to Seller, provided Seller's initials appear here:

(d) ~~Purchase Money Note and Trust Deed or Installment Agreement For Deed. Purchaser shall pay \$ _____ (which sum includes earnest money) and the balance by (STRIKE THROUGH ONE) (Purchase Money Note and Trust Deed) (Installment Agreement For Deed) in the amount of \$ _____ with interest at the rate of _____ % per annum to be amortized over _____ years, payable monthly, the final payment due _____ 19____, with unlimited prepayment privilege without penalty. Payments into escrow for taxes and insurance shall also be made monthly. If the parties cannot agree on the form of said instrument, Chicago Title & 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 request the same within three days after receiving and credit report if Seller believes such report to be unsatisfactory.~~

4. At closing, Seller shall execute and deliver to Purchaser, or cause to be executed and delivered to Purchaser, a recordable Warranty Deed with release of homestead rights to other appropriate deed. Title is in trust or in an estate, or Articles of Agreement, for such a deed if that portion of subparagraph 3(d) is applicable, subject to the following, if any: covenants, conditions and restrictions of record, private, public and utility easements, roads and highways, party wall rights and agreements, existing leases and tenancies, special taxes or assessments for improvements not yet completed, unconfirmed special taxes or assessments, general taxes for the year 19____ and subsequent years; the mortgage or trust deed set forth in paragraph 3 and/or Rider 705. Seller represents that the 19____ general real estate taxes are \$ _____.

5. Closing or escrow prout shall be on 12/1/91 (except as provided in paragraph 3, above), provided title has been shown to be good or is accepted by Purchaser, at the office of Purchaser's mortgagee or at _____.

6. Seller agrees to surrender possession of said premises on or before _____, provided this sale has been closed.
(a) Use and Occupancy. At closing, Seller shall pay to Purchaser \$ _____ per day for use and occupancy commencing the first day after closing up to and including the date possession is to be surrendered, or on a monthly basis, whichever period is shorter. Purchaser shall refund any payment made for use and occupancy beyond the date possession is surrendered.

(b) Possession Escrow. At closing, Seller shall deposit with escrowee designated in paragraph 2 above a sum equal to 2% of the purchase price to guarantee possession on or before date set forth above, which sum shall be held from the net proceeds of the sale on 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 escrow per day up to and including the date possession is surrendered to Purchaser plus any unpaid use and occupancy to the date possession is surrendered, and amounts to be paid out of escrow and the balance, if any, to be turned over to Seller, and acceptance of payments by Purchaser shall not limit Purchaser's other legal remedies.

7. Seller will pay a Broker's commission per Listing Agreement.
Listing Broker is: Phyllis M. Jensen Cooperating Broker/Buyer Broker: Phyllis M. Jensen (STRIKE THROUGH ONE) if any, is _____.

8. THIS CONTRACT IS SUBJECT TO THE PROVISIONS APPEARING ON THE REVERSE SIDE HEREOF.
PURCHASER: Bruce Fogelson ADDRESS: 2521 N. Wayne Ave., Chicago, IL 60614

(Type or print name) (Social Security #) (City) (State) (Zip)
PURCHASER: Bruce Fogelson ADDRESS: 2521 N. Wayne Ave. Chicago, IL 60614

ACCEPTANCE OF CONTRACT BY SELLER
This 22nd day of November, 1991, I 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: Herbert M. Jensen ADDRESS: 29 S. LaSalle St. Chicago, IL 60607

(Type or print name) (Social Security #) (City) (State) (Zip)
SELLER: _____ ADDRESS: _____

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Handwritten initials and date

PROVISIONS

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1. Real estate taxes (based on most recent ascertainable taxes), rent, interest on existing mortgage, if any, water taxes and other proratable items shall be prorated to date of closing. If property herein is improved, but last available tax bill is on vacant land, parties hereto agree to 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 merchantable title in the intended grantor, by exhibiting 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, or by 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 to general exceptions contained in said commitment. Delay in delivery by Seller of Commitment For Title Insurance due to delay by Purchaser's mortgage 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 discloses 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 TORRENT SYSTEM AND THE PURCHASER'S MORTGAGEE REQUIRES TITLE INSURANCE, SAID TITLE INSURANCE WILL BE PAID BY SELLER.
4. All notices herein required shall be in writing, and shall be served on the parties at the address as 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.
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 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 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 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 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 above-said 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, this 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 in force 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 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.
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 AEA 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 regard 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 of the nextor.

19 Contingent to property clearing with EPA &
 20 See attached under 7011
 21 Buyer

X AN EPA Accredited soils survey will be performed by an Accredited company to establish that the site is clean of any Environmental Hazards and is a Suitable location for a Standard city home. The cost of this survey shall be split 50% between Buyer & Seller But shall Not Exceed \$ 1000.00 Total.

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BRUCE WAGNER JR
 President
 2521 N. WYNNE AVE
 CHICAGO, IL 60614

BRUCE WAGNER JR