

UNOFFICIAL COPY

REPAIR
USE AND

SUBLET
ASSIGNMENT
USE:

LIABILITY
OF
LIMITATION
TO LESSOR
REDELIVERY
PREMISES:
OF
CONDITION

DEPOSIT
SECURITY
RENT

1. Lessee shall pay Lessor or Lessor's agent as agent for the Premises the sum stated above monthly in advance...
2. Lessor hereby leases to Lessee for a private dwelling the apartment designated above...
3. Lessor has examined and knows the condition of Premises and has received the same...
4. Lessor is not responsible for the condition of Premises...
5. Lessor shall be responsible for the condition of Premises...
6. Lessor shall be responsible for the condition of Premises...
7. Lessor shall be responsible for the condition of Premises...
8. Lessor shall be responsible for the condition of Premises...
9. Lessor shall be responsible for the condition of Premises...
10. Lessor shall be responsible for the condition of Premises...

LEASE COVENANTS AND AGREEMENTS

ADDITIONAL COVENANTS AND AGREEMENTS (if any)
Lessee, Lucille Gossman, previously owned this 4-flat located at 5416 W. Waveland, Chicago, Ill. As part of the sales price, Lessor has agreed to allow Lessee to rent the 1st floor front apartment beginning April 1, 1992 for her lifetime. This rent includes the first floor apartment and a garage space. In no event shall the rent charged Lessee during Lessee's lifetime exceed \$650.00/month. The parties agree that this lease and the contract can be recorded by Lessee.

In consideration of the mutual covenants and agreements herein stated Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the apartment designated above the Premises together with the appurtenances thereto for the above term.

LESSEE
NAME
ADDRESS OF
1st floor front apt.
5416 W. Waveland
Chicago, Illinois

LESSOR
NAME
ADDRESS
DOROTHY WOLF
6722 N. Lightfoot
Chicago, Illinois

Table with columns for date, amount, and description. Includes entry for 3/31/2017 of Sonnet upon the death of Lessee for \$550.00.

APARTMENT LEASE

UNFURNISHED

JUNE 1988
NO L-17

HEARD CHECK HERE
SEE PARAGRAPH

LEGAL FORMS
GRADE & COLT

082500026

8932

4064

11/25/91



- ACCESS
- RIGHT TO RELET
- HOLDING OVER
- RESTRICTIONS ON USE
- WATER AND HEAT
- STORE ROOM
- DEFAULT BY LESSEE
- NO RENT DEDUCTION OR SET OFF
- RENT AFTER NOTICE OR SUIT
- PAYMENT OF COSTS
- RIGHTS CUMULATIVE
- FIRE AND CASUALTY
- SUBORDINATION
- PLURALS; SUCCESSORS
- SEVERABILITY
- COMPLIANCE WITH LAWS, STATUTES AND ORDINANCES

7 Lessor will allow Lessor free access to the Premises at all reasonable hours for the purpose of examining or ex-

hibiting the same or to make any needed repairs which Lessor may deem fit to make for the benefit of or related to any

part of the Building also Lessor will allow Lessor to have placed upon the Premises at all times, notice of For Sale,

and the Rent will not interfere with the same.

8 Lessor shall abandon or vacate the Premises, the same may be re-let by Lessor for such rent and upon such

terms as Lessor may see fit, subject to Illinois statute and if a sufficient sum that not thus be re-let, yet pay the

expenses of re-letting and collecting to satisfy the rent hereby reserved. Lessor agrees to satisfy any such debt.

9 If Lessor retains possession of the Premises or any part thereof after the expiration of the term of the lease,

of time or other event, then the Lessor may at Lessor's option within thirty days after the expiration of the term, serve

written notice upon Lessor that such non-compliance either a renewal of this lease, for one year, and from

year to year thereafter, at double the rental specified under Section 1 of this lease, or the creation of a month to

month tenancy upon the terms of this lease except at double the monthly rental specified under Section 1, or (c)

rejection of a tenancy at sufferance with rental as stated at (c) shall remain in effect until the Lessor remains in

possession. If no such written notice is served then a tenancy at sufferance shall not have been asserted herein at (c) such period as (c) shall

be deemed to be the monthly rental specified under Section 1 of this lease. Lessee shall also pay to Lessor all damages

sustained by Lessor resulting from retention of possession by Lessee.

10 Lessee will not permit anything to be thrown out of the windows, or down the courts or light shafts in the

Building, nothing shall be hung from the outside of the windows or placed on the outside window sills of any window

in the Building, no part, dog or other animal shall be kept within or about the Premises, the front halls and stairways

and the back porches shall not be used for the storage of carriages, furniture or other articles.

11 The provisions of subsection (a) only hereof shall be applicable and shall form a part of this lease unless this

lease is made on an unheated basis and that fact is so indicated on the first page of this lease, in which case the pro-

visions of subsection (b) only hereof shall be applicable and form a part of this lease.

(a) Lessor will supply hot and cold water to the Premises for the use of Lessee at all faucets and fixtures provided

by Lessor, Lessor will also supply heat, by means of the heating system and fixtures provided by Lessor, in

reasonable amounts and at reasonable hours, when necessary, from October 1 to April 30, or otherwise as required by

applicable municipal ordinance. Lessor shall not be liable or responsible to Lessee for failure to furnish water or heat

when such failure results from causes beyond Lessor's control, nor during periods when the water and heating

systems in the Building or any portion thereof are under repair.

(b) Lessor will supply cold water to the Premises for the use of Lessee at all faucets and fixtures provided

by Lessor, Lessor shall not be liable or responsible to Lessee for failure to furnish water when such failure shall

result from causes beyond Lessor's control, nor during periods when the water system in the Building or any portion

thereof is under repair. All water heating and all heating of the Premises shall be at the sole expense of Lessee. Any

equipment provided by Lessee shall comply with applicable municipal ordinances.

12 Lessor or shall not be liable for any loss or damage of or to any property placed in any store room or any

storage place in the Building, such store room or storage place being furnished gratuitously and not as part of the

lease. Lessor shall not be liable for any loss or damage of or to any property placed in any store room or any

storage place in the Building which Lessee now owns or may hereafter acquire or have an interest in, which is by law subject to

such a lien, as security for payment of the rent herein reserved.

13 If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein

contained to be observed by the Lessee, Lessor may at any time thereafter at his election declare said term ended and re-let

the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law and re-let

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Real Estate Sales Contract

1. Alois Wolf (Purchaser) agrees to purchase at a price of \$ 220,000.00 on the terms set forth herein, the following described real estate in Cook County, Illinois:

SEE ATTACHED

commonly known as 5416 W. Waveland, Chicago, Illinois, and with approximate lot dimensions of PER x BUXEY, together with the following property presently located thereon:
Subject to approval of purchaser's attorney, and closing to be held at his office.

2. Lucille Gossman (Seller) agrees to sell the real estate and the property described above, if any, 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 WARRANTY/Title, with release of homestead rights, if any, 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) party wall rights and agreements, if any; (d) existing leases and tenancies (as listed in Schedule A attached); (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year 1991 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 1992; and to

3. Purchaser has paid \$ 1,200.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (~~strike language and subparagraph not applicable~~)

- (a) The payment of \$
- (b) The payment of \$ 119,000.00 ~~plus or minus~~ prorations and the balance payable as follows:
\$ 100,000.00

to be evidenced by the note of Purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part purchase money mortgage (trust deed), the latter instrument and the note to be in ~~substantive compliance with the provisions of the Illinois Real Estate Finance Act and the Uniform Consumer Credit Code as amended and the Illinois Real Estate Finance Act as amended and the Illinois Real Estate Finance Act as amended~~ prepared by Jeffrey A. Jones and identified as and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents ~~documentary stamp tax and recording fees~~ and the assignment of rents ~~documentary stamp tax and recording fees~~ and the assignment of rents ~~documentary stamp tax and recording fees~~ shall be provided by the ~~Chicago Title Insurance Company~~ Intercounty Title Insurance Company and Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the ~~Chicago Title Insurance Company~~ Intercounty Title Insurance Company.

(c) ~~The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (unless the Purchaser (does) (does not) agree to assume) aggregating \$ at an interest rate of per year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.~~

4. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards

5. The time of closing shall be on 4/2/92 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Intercounty Title or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser

6. Seller agrees to pay a broker's commission to No broker as no broker is involved in an amount not to exceed the broker's net commission as follows:

7. The earnest money shall be held by Jeffrey A. Jones, Seller's Attorney for the mutual benefit of the parties.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 7 days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated 1/21/92
Purchaser Alois Wolf (Address) 6722 N. Lightfoot
 (Address) Chicago, IL
Seller Lucille Gossman (Address) 5416 W. Waveland
 (Address) Chicago, IL

*Form normally used for sale of property improved with multi-family structures of five or more units or of commercial or industrial properties.

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and 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 grantee subject only to (a) the general exceptions contained in the policy, (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 or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects 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 if there 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 action 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. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (~~Strike subparagraphs not applicable~~).

(a) ~~_____ of the most recent ascertainable taxes.~~

(b) ~~The most recent ascertainable taxes, and subsequent readjustment thereof pursuant to the terms of reputation letter attached hereto and incorporated herein by reference.~~

(c) ~~(Other) _____~~

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: _____

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 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 the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller) (~~Strike one~~).

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 paragraph if inapplicable.~~)

7. Time is of the essence of this contract.

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. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

~~Alternative 3:~~

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows: _____~~

92728486

(~~Strike two of the three alternatives.~~)

10 (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act (do) (do not) apply to the transfer contemplated by this contract. (If requirements do not apply, strike (B) and (C) below.)

(B) ~~Seller agrees to execute and deliver to Purchaser and each mortgage lender of Purchaser such disclosure documents as may be required by the Illinois Responsible Property Transfer Act.~~

(C) ~~Purchaser agrees to notify Seller in writing of the name and post office address of each mortgage lender who has issued a commitment to finance the purchase hereunder, or any part thereof, such notice shall be furnished within 10 days after issuance of any such commitment, but in no event less than 40 days prior to delivery of the deed hereunder unless waived by such lender or lender. Purchaser further agrees to place of record, simultaneously with the deed recorded pursuant to this contract, any disclosure statement furnished to Purchaser pursuant to paragraph 10(B) and within 30 days after delivery of the deed hereunder, to file a true and correct copy of said disclosure document with the Illinois Environmental Agency.~~

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9 2 3 2 1 1 5 5

LOT 7 IN KOFSTER AND ZANDER'S SUBDIVISION OF THE NORTH
188.72 FEET OF LOT 3 OF SUBDIVISION OF THE EAST 1/2 OF THE
WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 40
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

PIN 13-21-121-035

Address 5916 W. WARELAND
Chicago, Illinois

92038486