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REAL ESTATE SALE CONTRACT

1. TO: ~~STANLEY SCARB~~ DANIEL S. COFFARO Sr. or DATE: 7-2-93
2. I/WE AGREE TO PURCHASE THE PROPERTY Located at 300 AS...
3. ADDRESS: 401 HTS COOK CITY IL STATE ZIP 60004

4. together with all improvements thereon. Lot size approximately 5' x 300'
5. Legally described as (the parties reserve the right to insert the legal description at a later date): Property Index # 03-18-401-120
6. 1. INCLUSIONS: Included in the sale are the following items, if ANY, now on the premises, for which a Bill of Sale is to be given at the time of closing: heating, central cooling, ventilation, plumbing and lighting fixtures, awnings and storm doors for windows and doors, shades, awnings, blinds, drapery rods, curtain rods, attached TV aerials, attached mirrors, attached shelving, cabinets and bookcases, water softener (IF OWNED), porch shades, exterior and interior shutters, wall-to-wall carpet, radiator covers, built-in kitchen appliances, garage door openers and transmitters, attached fireplace screens, and all planted vegetation, etc.

12. 2. TERMS: the terms of this offer to be as follows:
13. Purchase price \$ 2000.00
14. in the form of a check, dated 7-2-1993
15. Upon acceptance of this offer, earnest money shall be held by CHRISTOPHER DILGER in escrow for the benefit of the parties hereto. The earnest money shall be increased to 10% of purchase price within 7-2-1993 days after acceptance hereof. Initial earnest money shall be returned, and this offer shall be void if not accepted on or before 7-2-1993.

18. a. FINANCING: (STRIKE INAPPLICABLE SUB-PARAGRAPHS)
a. CASH: All in cash, (cashier's check or certified check)
b. MORTGAGE: The parties hereto understand that it is necessary for PURCHASER to PROCURE OR HAVE MADE AVAILABLE TO HIM WITHIN 30 days after the date of acceptance hereof, a commitment for (A) MORTGAGE LOAN (THE ASSUMPTION OF THE EXISTING LOAN) (STRIKE ONE) OF \$ 2000.00 or such lesser sum as PURCHASER accepts, with initial interest not to exceed 10% per annum, interest and principal payable monthly over a period of 30 years plus the reasonable and usual loan commission. SELLER shall allow inspections of the premises and furnish any pertinent information required by PURCHASER'S financing agency in reference to making the loan commitment. Balance of purchase price (including earnest money) to be paid in cash, cashier's check or certified check. Existing mortgage and other lien indebtedness may be paid at closing out of sale proceeds, unless PURCHASER takes this subject thereto. IN THE EVENT OF FAILURE TO OBTAIN SAID LOAN COMMITMENT, THE PROVISIONS OF PARAGRAPH 11b SHALL APPLY.

27. c. ARTICLES OF AGREEMENT FOR WARRANTY DEED OR PURCHASE MONEY MORTGAGE: This Contract is subject to execution by the parties of (Articles of Agreement for Warranty Deed) (Purchase Money Note and Mortgage) (STRIKE ONE).
29. Terms: \$ NONE down payment (including earnest money); balance of \$ 0 at 0% annual interest amortized monthly over 30 years, with monthly payments of principal and interest; if Articles of Agreement for Warranty Deed are designated, monthly payment to include 1/12th of the annual taxes, assessments (IF ANY) and insurance premium with the entire balance due at the end of 0 years; with unlimited prepayment privilege without penalty. The said instruments shall be prepared as provided in paragraph 11b.

34. 4. PRORATIONS: Homeowners, civic or association dues and assessments (IF ANY); rents (IF ANY); interest on continuing mortgage (IF ANY); fuel, water taxes, other proratable items and Real Estate taxes based on 110% of the most recent ascertainable tax bill shall be prorated to date of possession. All prorations are final unless provided otherwise herein.

36. If the property herein is part of a larger property, as yet undivided for real estate tax purposes, then the taxes will be prorated when the taxes for the divided property is available. If the property herein is improved, but the last available tax is on a vacant basis, then the taxes will be prorated when the tax bill on the improved property is available.

39. 5. CLOSING AND POSSESSION: Closing or escrow payout shall be on July 27, 1993 or before, if mutually agreed, provided title has been shown good or has been accepted by PURCHASER, by conveyance to PURCHASER of a stamped, recordable warranty deed with release of homestead rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price, including earnest money and delivery of purchase money mortgage (IF ANY) OR by execution and delivery of Articles of Agreement for Warranty Deed, plus cash required, whichever applies. This sale shall be closed at PURCHASER'S lending institution, a title insurance company or at a place mutually agreed upon by PURCHASER and SELLER.

43. Possession shall be delivered not later than NOON NOT APPLICABLE providing sale has been closed.

44. 6. DEED: Title when conveyed shall be good and merchantable, subject only to: (a) party wall rights and agreements (IF ANY); (b) existing leases and tenancies (IF ANY); (c) mortgage or trust deed specified above (IF ANY); (d) special taxes or assessments for improvements not yet completed (IF ANY); (e) instalments not due at the date hereof of any special tax or assessment for improvements heretofore completed (IF ANY); (f) general taxes for the year 1992 and subsequent years; (g) covenants, conditions and restrictions of record (none of which provide for reverter); (h) private, public and utility easements and roads and highways (IF ANY).

46. 7. WARRANTIES: SELLER represents and warrants that SELLER has not received notice of foreclosure or any other defect against title except as otherwise noted in this Contract, and SELLER further represents and warrants that SELLER has not received notice of any code violation, which exists on the date of this Contract, from any governmental body whatsoever.

51. SELLER WARRANTS TO PURCHASER THAT HEATING, AIR CONDITIONING (IF ANY), PLUMBING, ELECTRIC, ALL APPLIANCES AND ALL EQUIPMENT INCLUDED IN THIS CONTRACT WILL BE IN OPERATING CONDITION AT CLOSING, EXCEPT: NONE NOT APPLY

54. 8. COMMISSION: SELLER shall pay a Real Estate Commission as agreed in SELLER'S Listing Agreement with Listing Broker. NONE

55. 9. SURVEY: SELLER shall furnish PURCHASER with a staked survey of the premises dated no more than six months prior to closing prepared by a Registered Illinois Land Surveyor showing the location of all improvements existing as of the date of this Contract, showing lot lines, building lines and utility easements and showing no encroachments. If PURCHASER or PURCHASER'S mortgagee desire a more recent or extensive survey, same shall be obtained at PURCHASER'S expense.

58. THIS CONTRACT IS SUBJECT TO THE CONDITIONS SET FORTH ON THE BACK HEREOF AND RIDERS NONE
59. ATTACHED HERETO, WHICH CONDITIONS AND RIDERS ARE MADE A PART OF THIS CONTRACT, AND IT IS UNDERSTOOD THAT THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE BROKERS REFERRED TO IN THIS AGREEMENT ARE THE AGENTS OF THE SELLER AND AS SUCH SHALL BE COMPENSATED BY THE SELLER UPON COMPLETION OF THE SALE.

62. PURCHASER: DANIEL S. COFFARO Sr. ADDRESS: 1024 S. EVERGREEN
63. SOCIAL SECURITY NO.: 345-26-2016 ADDRESS: ARLINGTON HTS IL 60005
64. PURCHASER: PHONE: (708) 259-4788

66. PRINT NAMES OF PURCHASERS: DANIEL S. COFFARO Sr.

68. SELLER: Steve Ramirez ADDRESS: 7001 ELIZABETH
69. SOCIAL SECURITY NO.: 337-56-3822 ADDRESS: LINCOLN HTS IL 60069
70. SELLER: PHONE: 454-1185
71. SOCIAL SECURITY NO.:

72. ACCEPTANCE OF THIS OFFER BY SELLER THIS DAY OF 19

73. DATE TO BE INSERTED ONLY AFTER THE PARTIES HAVE ALL AGREED TO ALL THE TERMS AND CONDITIONS OF THIS CONTRACT

74. LISTING OFFICE: NONE SUB AGENT (IF ANY): NONE

Purchaser shall be responsible for TITLE COST + PREPARATION of Documents + Transfers.
BARRINGTON BOARD OF REALTORS - APPROVED FORM 2/89

93555821

Handwritten signature and date: 25.5.93

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- 75. 10. **DEFAULT:** In the event of default by PURCHASER, the earnest money, less the expenses of the Listing Broker (IF ANY) shall be paid to the SELLER. If SELLER defaults,
- 76. the earnest money, at the option of PURCHASER, shall be refunded to PURCHASER, but such refunding shall not release SELLER from the obligations of this Contract. In
- 77. the event of any default, ESCROWEE shall give written notice to SELLER and PURCHASER indicating ESCROWEE'S intended disposition of the earnest money. SELLER and
- 78. PURCHASER hereby agree that if neither party objects, in writing, to the proposed disposition of the earnest money within thirty (30) days after the date of making of said
- 79. notice that ESCROWEE shall proceed to dispose of the earnest money as previously indicated by the ESCROWEE. If either SELLER or PURCHASER objects to the intended
- 80. disposition within the aforementioned thirty (30) day period then the parties hereto agree that the ESCROWEE may deposit the funds with the Clerk of the Circuit Court by
- 81. 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
- 82. 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
- 83. of reasonable attorney's fees, costs and expenses arising out of such default, claims and demands.
- 84. 11. **FINANCING PROVISIONS:**
- 85. a. **PURCHASER'S MORTGAGE COMMITMENT** (Paragraph 3b): If PURCHASER is unable to obtain such loan commitment after having submitted a complete and accurate
- 86. loan application, PURCHASER shall serve written notice thereof upon SELLER or his agent within the time specified herein for procuring said commitment for a loan. Upon
- 87. receipt of said notice this Contract shall be null and void and all monies paid by PURCHASER shall be returned to PURCHASER (provided all checks have cleared), immediately,
- 88. by ESCROWEE, with no further notices necessary. Inability to obtain financing within the number of days as provided in paragraph 3b shall not be considered a default
- 89. for the purposes of this Contract. IN THE EVENT PURCHASER DOES NOT SERVE NOTICE OF FAILURE TO PROCURE COMMITMENT FOR LOAN UPON SELLER OR HIS AGENT,
- 90. AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.
- 91. b. **ARTICLES OF AGREEMENT FOR WARRANTY DEED OR PURCHASE MONEY MORTGAGE** (Paragraph 3c): Said instruments shall be prepared by SELLER'S attorney and
- 92. approved by PURCHASER'S attorney within fourteen (14) days after acceptance hereof. In the event the parties cannot agree on the form of said instruments, SELLER'S
- 93. attorney shall prepare an Agreement for Warranty Deed, Installment (long form) on the George E. Cole & Co. printed legal form of same, OR a note and trust deed on the
- 94. appropriate Chicago Title & Trust Co. printed legal form, whichever applies. PURCHASER shall furnish SELLER with all such credit information as SELLER shall request, within
- 95. seven (7) days after acceptance hereof. Within seven (7) days after such information has been furnished, SELLER shall notify PURCHASER or PURCHASER'S attorney, in
- 96. writing, whether SELLER is willing to accept PURCHASER'S credit. If SELLER notifies PURCHASER or PURCHASER'S attorney in writing that PURCHASER'S credit is not
- 97. acceptable, this Contract shall be null and void and all earnest money shall be returned to PURCHASER. If SELLER fails to deliver to PURCHASER any notification whatever
- 98. within the above specified time, SELLER shall be deemed to have accepted PURCHASER'S credit.
- 99. IF PURCHASER fails to furnish such information within the time specified above, this Contract, at SELLER'S option, shall become null and void and all earnest money shall
- 100. be returned to PURCHASER. Parties agree that no Real Estate Sales Contracts regarding this property will be presented during the time allowed above for attorneys to prepare
- 101. such instruments necessary for signature.
- 102. 12. **TITLE:** At or prior to closing, SELLER shall furnish to PURCHASER the following covering date hereof showing merchantable title in SELLER or Grantor: (1) Commitment
- 103. for title insurance by a title insurance company licensed to do business in Illinois, in the amount of the purchase price and subject only to the items in Paragraph (6) hereof,
- 104. and stock objections in Owner's policies, and (2) Owner's Duplicate Certificate of Title issued by the Registrar of Titles or certified copy thereof,
- 105. and Torrens Tax and Special Assessment Searches. Delay in delivery by SELLER of a commitment for title insurance due to a delay by PURCHASER'S mortgagee in recording
- 106. the mortgage and bringing down title shall not be deemed a default of this agreement. Every certificate of title, title insurance policy or commitment for title insurance furnished
- 107. by SELLER shall be conclusive evidence of good title as therein shown, subject only to the exceptions therein stated, if evidence of title discloses unpermitted exceptions,
- 108. SELLER shall have thirty (30) days from delivery of same to have said exceptions removed or insured against by a title insurance company licensed to do business in the
- 109. State of Illinois. If SELLER fails to have the exceptions removed or insured against, PURCHASER may, within five days of notice of such failure, terminate this Contract or
- 110. elect to take title subject to such exceptions, with the right to deduct from the purchase price liens and encumbrances of an ascertainable amount. If PURCHASER does not
- 111. so elect, this Contract shall become null and void and earnest money shall be refunded to PURCHASER.
- 112. SELLER shall also provide an Affidavit of Title covering the time of closing, subject only to the title exceptions permitted by this Contract and shall execute an ALTA Form
- 113. if required by title insurer.
- 114. 13. **SELLER'S DISCLOSURE:** SELLER and PURCHASER shall save and hold REALTOR* and/or agent of REALTOR* harmless from all claims, disputes, causes of action,
- 115. and/or judgments, whether or not frivolous, arising from any incorrect information supplied by SELLER or from any material fact concerning the property which the SELLER
- 116. fails to disclose.
- 117. 14. **INSPECTION:** SELLER agrees to remove all debris and personal property not to be conveyed to PURCHASER from premises, and this shall be done at SELLER'S expense
- 118. prior to date of possession. PURCHASER shall have the right to inspect the premises within 72 hours prior to closing. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIEN-
- 119. CY FROM THE PURCHASER PRIOR TO CLOSING, IT SHALL BE CONCLUDED THAT THE CONDITION OF THE PREMISES IS SATISFACTORY TO THE PURCHASER AND THE PURCHASER AND THE
- 120. SELLER SHALL HAVE NO FURTHER RESPONSIBILITY WITH REFERENCE THERETO. NO WARRANTIES OR GUARANTEES EITHER EXPRESS OR IMPLIED, SHALL SURVIVE
- 121. THE CLOSING.
- 122. 15. **POSSESSION ESCROW:** SELLER shall deposit in escrow with Listing Broker, from the proceeds of this sale at closing, the sum of 2% of sale price to guarantee that
- 123. possession of the premises will be delivered to PURCHASER on or before the date specified in Paragraph 5 hereof. If possession is so delivered, said escrow fund shall be
- 124. paid to SELLER. If possession is not so delivered, Listing Broker shall pay to PURCHASER from said escrow fund, the sum of 1/15th of said escrow fund per day for each
- 125. day possession is withheld from PURCHASER after such specified date, and shall pay the balance of said escrow fund, if any, to the SELLER. This Escrow provision pertains
- 126. ONLY to the requirement for delivery of possession. Possession shall be deemed given when SELLER has vacated the premises and delivers keys to said premises to PUR-
- 127. CHASER or to the office of the Listing Broker.
- 128. 16. **DEED ESCROW:** At the election of SELLER or PURCHASER upon written notice to the other party not less than 12 days prior to the date of closing, this sale shall be
- 129. closed through an escrow with the local lending institution of PURCHASER or a title insurance company or a trust company licensed to do business in Illinois, in accordance
- 130. with the usual form of Deed and Money Escrow. Cost of Deed and Money Escrow shall be paid by the party requesting it unless otherwise agreed upon.
- 131. 17. **NOTICES:** All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures with duplicate notices delivered to
- 132. both Listing Broker and Sub-Agent as follows: by personal service or by mailing by registered or certified mail, return receipt requested, deposited into the United States Mails
- 133. with postage prepaid.
- 134. 18. **STATE LAW:** This Contract is subject to the provisions of the Uniform Vendor and Purchaser's Risk Act and if, prior to delivery of said hereunder, the improvements
- 135. on said premises shall be destroyed or materially damaged by fire, casualty loss or taken by governmental action through condemnation or otherwise suffer any loss covered
- 136. in the Act, the PURCHASER shall have the option of declaring this Contract null and void and receiving a refund of any and all monies paid by him.
- 137. 19. **RESPA:** The parties to this Contract shall comply in all respects with the Real Estate Settlement Procedures Act of 1974, as amended, where applicable, and furnish all
- 138. information required for compliance with the Act.

Daw Coffaro
1029 S. EUREY GREEN
Arlington HTS. IL 60005



128565821

DEPT-01
 14444
 45019 * * * 93-595821
 COOK COUNTY RECORDER
 \$25.50

DEPT-01
 14444
 45019 * * * 93-595821
 COOK COUNTY RECORDER
 \$25.50

CONFIRMED BY THE LISTING EXECUTING THIS DOCUMENT
 AND NOT ORIGINAL SIGNATURES.

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E'DWARD J. ROSEWELL COOK COUNTY TREASURER
03/26/93' Receipt : 247795 Employee : JIM Page : 1

P I N : 03-18-401-120-0000 Volume : 000232

Address : NONE

Name : RAEMONT STEVEN S

Mailing : 20746 N ELIZABETH AV/LINCOLN SHIR,IL 600699631

Legal Description :
Sub-Division Name : WOODS OF ARLINGTON SUB

Legal : THE WOODS OF ARLINGTON A SUB OF PART OF THE E 1/2 - S E 1/4 OF SE
C 18-42-11 REC DATE: 08/27/1986 DOC NO: 86265165

ST-TN-RG BLOCK PT LOT
18-42-11 0000001

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