



# UNOFFICIAL COPY

## REAL ESTATE SALE CONTRACT



1. Daniel S. Cotfaro Sr or Nominee DATE 8-2-1993  
 2. WE AGREE TO PURCHASE THE PROPERTY Located at: on W. INDIAN STREET  
AT LaSalle going SO. 5X300 ARL HTS COOK IL 60005  
 3. ADDRESS CITY COUNTY STATE ZIP

4. together with all improvements thereon. Lot size approximately 5' X 300' PIN: 72-03-15-401-12-0  
 5. Legally described as (the parties reserve the right to insert the legal description at a later date).

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  
 7. cooling; ventilation; plumbing and lighting fixtures; screens and storm for windows and doors; shades; awnings; blinds; drapery rods; curtain rods; attached TV series; attach-  
 8. ed mirrors; attached shelving; cabinets and bookcases; water antlers (IF OWNED); porch shades; exterior and interior shutters; wall to wall carpet; radiator covers; built-in  
 9. kitchen appliances; garage door openers and transmitters; attached fireplace screens; and all planted vegetation; also  
 10. Land of The Woods of Arlington a sub of part of the estate  
 11. SE 1/4 of the Woods of Arlington a sub of part of the estate  
SEC 15-42-11 RLC Date 6/27/86 Bldg. No. 862585

12. 2. TERMS: the terms of this offer to be as follows.  
 13. Purchase price \$3,000 Initial earnest money \$100.00  
 14. in the form of a CASH check, dated 3-27-93 payable to \_\_\_\_\_  
 15. Upon acceptance of this offer, earnest money shall be held by SELLER in escrow for the benefit  
 16. of the parties hereto. The earnest money shall be increased to 10% of purchase price within \_\_\_\_\_ days after acceptance hereof. Initial earnest money shall be returned,  
 17. and this offer offer shall be void if not accepted on or before \_\_\_\_\_

18. 3. FINANCING: (STRIKE INAPPLICABLE SUB-PARAGRAPHS)  
 19. a. CASH: All in cash, cashier's check or certified check.  
 20. b. MORTGAGE: The parties hereto understand that it is necessary for PURCHASER TO PROCURE OR HAVE MADE AVAILABLE TO HIM WITHIN \_\_\_\_\_ days after the  
 21. date of acceptance hereof, a commitment for (A) \_\_\_\_\_ MORTGAGE LOAN) (THE ASSUMPTION OF THE EXISTING LOAN) (STRIKE ONE) of  
 22. \$ \_\_\_\_\_ or such less if set as PURCHASER accepts, with initial interest not to exceed \_\_\_\_\_ % per annum, interest and prin-  
 23. cipal payable monthly over a period of \_\_\_\_\_ years plus the reasonable and usual loan commission. SELLER shall allow inspections of the premises and furnish any pertinent  
 24. 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,  
 25. cashier's check or certified check. EXISTING mortgage and other lien indebtedness may be paid at closing out of sale proceeds, unless PURCHASER takes title subject thereto.  
 26. IN THE EVENT OF FAILURE TO OBTAIN SAID LOAN COMMITMENT, THE PROVISIONS OF PARAGRAPH 11a 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  
 28. for Warranty Deed) (Purchase Money Note and Mortgage) (STRIKE ONE).  
 29. Terms: \$ NONE down payment (including earnest money); balance of \$ 0 at \_\_\_\_\_ % 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  
 31. 1/12th of the annual taxes, assessments (IF ANY) and insurance premium with the entire balance due at the end of \_\_\_\_\_ years; with unlimited prepayment  
 32. privilege without penalty. The said instruments shall be prepared as provided in paragraph 11b.

33. 4. PRORATIONS: Homeowners, civic or association dues and assessments (IF ANY); rents (IF ANY); interest on continuing mortgage (IF ANY); fuel, water taxes, other pro-  
 34. rata items and Real Estate taxes based on \_\_\_\_\_ % of the most recent ascertainable tax bill shall be prorated to date of possession. All prorations are final unless  
 35. 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 tax bill for the divided property  
 37. 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.

38. 5. CLOSING AND POSSESSION: Closing or escrow payout shall be on Sept 1993 or before, if mutually agreed, provided  
 39. 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  
 40. (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)  
 41. OFI by execution and delivery of Articles of Agreement for Warranty Deed, plus cash required, which ever applies. This sale shall be closed at PURCHASER'S lending institution,  
 42. 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);  
 45. (c) mortgage or trust deed specified above (IF ANY); (d) special taxes or assessments for improvements not yet completed (IF ANY); (e) installments not due at the date  
 46. hereof of any special tax or assessment for improvements heretofore completed (IF ANY); (f) general taxes or the year 1992 and subsequent years; (g) covenants, condi-  
 47. tions and restrictions of record (none of which provide for reverter); (h) private, public and utility easements and roads and highways (IF ANY).

48. 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  
 49. 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 governmen-  
 50. tal body whatsoever.

51. SELLER WARRANTS TO PURCHASER THAT HEATING, AIR CONDITIONING (IF ANY), PLUMBING, ELECTRIC, ALL APPLIANCES AND ALL EQUIPMENT INCLUDED IN THIS  
 52. CONTRACT WILL BE IN OPERATING CONDITION AT CLOSING, EXCEPT  
 53. Does 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  
 56. 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.  
 57. 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  
 60. WHEN SIGNED BY ALL PARTIES. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE BROKERS REFERRED TO IN THIS AGREEMENT ARE THE AGENTS OF THE  
 61. SELLER AND AS SUCH SHALL BE COMPENSATED BY THE SELLER UPON COMPLETION OF THE SALE.

62. PURCHASER Daniel S. Cotfaro Sr ADDRESS 1029 S. Evergreen  
 63. SOCIAL SECURITY NO. 345-224-2016 ARLINGTON HTS IL  
 64. PURCHASER PHONE 259-4788 95724556  
 65. SOCIAL SECURITY NO. \_\_\_\_\_

66. PRINT NAMES OF PURCHASERS \_\_\_\_\_

67. I / We accept this offer and agree to perform and convey title or cause title to be conveyed according to the terms of the Contract.

68. SELLER ADDRESS \_\_\_\_\_

69. SOCIAL SECURITY NO. \_\_\_\_\_

70. X SELLER Steve Rosenst PHONE \_\_\_\_\_

71. SOCIAL SECURITY NO. 337-56-3922

72. X ACCEPTANCE OF THIS OFFER BY SELLER THIS 2 DAY OF Aug. 1993

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

74. LISTING OFFICE: \_\_\_\_\_ SUH AGENT (IF ANY): \_\_\_\_\_

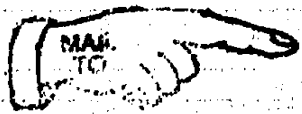
Purchaser shall be responsible for TITLE COST, Surveyor  
Fees + Transfer of Documents ETC.

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76. 10. DEFAULT: In the event of default by PURCHASER... less the amount of the Listing Broker's ANY shall be paid to the SELLER...
77. The earnest money, at the option of PURCHASER, shall be refunded to PURCHASER...
78. In the event of any default, ESCROWEE shall give written notice to SELLER and PURCHASER...
79. PURCHASER hereby agrees that if neither party objects, in writing, to the proposed disposition of the earnest money...
80. Notice that ESCROWEE shall proceed to dispose of the earnest money as previously indicated by the ESCROWEE...
81. disposition within the aforementioned thirty (30) day period then the parties hereto agree that the ESCROWEE may deposit the funds...
82. the filing of an action in the nature of Interpleader. The parties agree that ESCROWEE may be reimbursed from the earnest money...
83. fees, related to the filing of the interpleader and do hereby agree to indemnify and hold ESCROWEE harmless from any and all claims...
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...
87. receipt of said notice this Contract shall be null and void and all monies paid by PURCHASER shall be returned to PURCHASER...
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, Instrument (long form) on the George E. Cole & Co. printed legal form of form; (2) 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 data heretofore 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, if property is in Taxens, also (2) Owner's Duplicate Certificate of Title issued by the Registrar of Titles or certified copy thereof...
105. and Torrens Tax and Special Assessment Statements. 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...
107. furnished 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 encroachments...
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 items 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 DEFICIENCY...
119. 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...
120. THE 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 1/10th 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. NOTICE: 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 Mail...
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 deed 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.

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Dan Coffaro
1029 S. Evergreen
Arlington HTS IL 60005

DEPT-01 RECORDING 623.50
T82222 TRAN 6249 09/10/93 13138100
0255 \* -93-724856
COOK COUNTY RECORDER