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REAL ESTATE CONTRACT

FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND
FORM APPROVED BY THE SOUTHWEST SUBURBAN ASSOCIATION OF REALTORS®



SELLER: TITLE HOLDER OF RECORD

ADDRESS: 13625 South Cicero Avenue, Crestwood, IL, 60445
(City) (State) (Zip)

BUYER: Antonio Garcia and Miguel Garcia

ADDRESS: 8227 South Exchange Street, Chicago, IL, 60617
(City) (State) (Zip)

- Single Family
- Multi-Family
- Townhouse
- Condominium
- Vacant Lot
(check one)

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Permission to attach hereto at any time hereafter) " See Addendum B "

STREET ADDRESS 13625 South Cicero Avenue, Crestwood, Illinois
(Include "Unit Number" if condominium or townhouse) (City) (State)

LOT SIZE: APPROXIMATELY 100' X 300' X _____ X _____ X _____ feet.

IMPROVED WITH 2 Brick Buildings with Paved Parking Lot, Pole Lighting and Pole Signage

together with all appurtenances attached to and forming a part of premises, for which owner shall deliver a Bill of Sale at time of delivery of Deed; existing heating, plumbing, electrical lighting fixtures; storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; and specifically including the following items of personal property now on the premises:

" See Addendum A "

93901240

PRICE AND TERMS:

PURCHASE PRICE.....	\$ 235,000.00
EARNEST MONEY DEPOSIT In form of cash (personal check) cashed at closing or by wire transfer due upon acceptance).....	\$ 5,000.00
" Cashiers Check at Closing	\$ 55,000.00
BALANCE DUE AT CLOSING.....	\$ 175,000.00

FINANCING:

This contract is contingent upon Buyer securing within 30 days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ 175,000.00 or such lesser sum as Buyer accepts, with the interest not to exceed current % per year, to be amortized over 10 years, the combined origination and discount fees for such loan not to exceed current %, plus loan processing fees, if any. Buyer shall make written application for such loan within 10 days from date of acceptance of contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event Buyer is unable to secure such loan commitment, Buyer shall provide written notice of same to Seller or Seller's attorney. Seller may, at its option, within an equal number of additional days, procure for Buyer such a commitment or notify Buyer that Seller will accept a purchase money mortgage upon the same terms. In the event neither Buyer or Seller secure such loan commitment as herein provided within the time allowed, then this contract shall become null and void and all earnest money shall be returned to Buyer. Buyer shall be allowed to have a Mortgage or Trust Deed placed on record prior to closing, but any delays caused thereby shall not constitute a default by the Seller. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this contract, Buyer represents that their ability to obtain financing is not subject to the sale, closing or rental of any other real estate. Buyer will be deemed to be in default if they obtain a loan commitment conditioned upon the sale, closing or rental of other real estate, and fail to close this transaction as agreed.

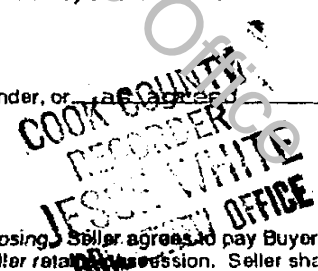
CLOSING: "Time is of the essence".

The closing shall be on or before November 30th, 1993 at the office of Buyer's lender, or _____

POSSESSION: (select one applicable option)

- Seller shall deliver possession to the Buyer at closing. or
- Seller shall deliver possession to Buyer with _____ on the date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ 150.00 per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and maintenance expenses during said period, and shall deliver possession of the real estate in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the 14th day after closing, the sum of \$ 300.00 per day until possession is delivered to the Buyer.

Seller shall deposit the sum of \$ 5,000.00 in escrow with Century 21 Homefinders, USA as Escrowee, at the time of closing and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to the Buyer from this deposit and the balance, if any, refunded to the Seller. Possession shall be deemed delivered to the Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession. Funds held pursuant to this paragraph shall be used only to satisfy claims made under this section exclusively.



TITLE EVIDENCE:

Seller, at their expense, shall furnish not less than five days prior to closing, a title commitment for an Owners Title Insurance Policy issued by an Illinois Licensed Title Company in the amount of the purchase price to cover date hereof showing title in the intended grantor subject only to (a) the general exceptions contained in the title policy where the subject property qualifies thereunder as a residential parcel; (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, their agent or their lending agency, shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, Seller shall have until closing to remove said exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded.

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CONVEYANCE, LIENS ENCUMBRANCES

Seller shall convey, or cause to be conveyed, title to the Buyer by warranty deed with release of homestead rights (or by other appropriate deed if title is in trust or an estate) subject to (a) general taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances; (c) zoning laws and ordinances, but only if the present use of the property is in compliance therewith or is a legal non-conforming use; (d) visible public and private roads and highways; (e) easements for public utilities which do not underlie the improvements on the property; (f) other covenants and restrictions of record which are not violated by the existing improvements upon the property; (g) party wall rights and agreements.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general taxes; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; (f) fuel; (g) prepaid service contracts. Proration of general taxes shall be on the basis of the last ascertainable bill. If said bill is based on partial assessment or on an unimproved basis for improved property, a written agreement for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

DAMAGE BY CASUALTY BEFORE CLOSING:

If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.

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SURVEY:

Seller at their expense, shall furnish to Buyer a current spotted survey (not more than 6 months old) under certification by an Illinois Licensed Land Surveyor showing the location of the building and improvements on subject property to be within the lot lines and not encroaching over any setback line or easement, and showing no encroachments of buildings or other improvements from adjoining properties. In the event said survey discloses encroachments, violations of easements or other violations, these encroachments and/or violations must be insured over for Buyer at Seller's expense.

BROKER:

Seller agrees to pay all broker's fees due Century 21 Homefinders, USA in the amount set forth in the broker's listing contract.

Cooperating Broker: None
(Broker or Company name only)

ATTORNEYS: Seller's Attorney: To be inserted Buyer's Attorney: Mr. Thomas J. Georgis
Office: 708/974-4700

PERFORMANCE/DEFAULT:

The earnest money and this contract shall be held by Century 21 Homefinders, USA (escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing.

If Buyer defaults, all earnest money shall be forfeited to Seller, subject to Seller's obligations under any real estate listing agreement, provided, however, that such forfeiture shall not be the exclusive remedy of Seller, and Seller shall retain said forfeited earnest money without prejudice to any other remedy Seller has at law or in equity. If Seller defaults, the earnest money, at the option of the Buyer, shall be refunded to Buyer, but such refund shall not release Seller from their obligations under this contract or in any way limit or restrict the right of the Buyer to pursue other legal or equitable remedies. In the event of any default or nonperformance by either of the parties, and should there be no agreement by the parties as to the disposition of the earnest money, escrowee may give written notice to all parties of escrowee's intention to file, thirty (30) days thereafter, an action with the appropriate Circuit Court in the nature of an interpleader for the purpose of depositing the earnest money with the Clerk of the Circuit Court. The Escrowee shall be reimbursed from the earnest money for all costs of court related to the filing of the interpleader action.

MEDIATION:

All disputes or claims between the Seller and Purchaser which arise subsequent to closing of this transaction may be submitted for settlement and resolution to mediation, under the Commercial Mediation Rules of the American Arbitration Association. The party submitting the action to mediation shall pay the costs of mediation, however any party who obtains legal representation shall pay their own attorney's fees. The mediation conference shall be scheduled at the offices of the American Arbitration Association in Chicago, Illinois.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller warrants that as of the date hereof neither they nor their agent has received any notice issued by any city, village or other government authority of a building code violation concerning the subject property which will not be cured by date of closing.
- (c) All notices herein required shall be in writing and served upon the parties at the addresses shown on this contract upon the attorney for such party. In the event the name and address of the Seller or the attorney for the Seller is unknown, written notice may be served upon the listing broker as agent for such Seller. Facsimile transmission of any offer, acceptance, notice or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance. Original documents shall be forwarded in all instances within three business days of such notice.
- (d) Seller agrees to arrange to leave the subject property in broom clean condition. All refuse and personal property not to be conveyed to Buyer shall be removed from the property at Seller's expense before the date of Buyer's occupancy.
- (e) Prior to closing, Buyer shall have the right to enter into and inspect the premises.
- (f) Buyer agrees to purchase flood insurance, if required by lender.
- (g) This contract is contingent upon obtaining Business Licence & Pepe's Taco Corporate approval. This contract and riders numbered Addendum A, B, Riders # 5, #10, #11, attached hereto and incorporated herein, shall be executed and one copy thereof delivered to Seller and one copy delivered to Buyer.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.

BUYER(S): Antonio Lopez

SELLER(S): William A. Rogan

BUYER(S): Miguel Lopez

SELLER(S): _____

DATED: 10/19/93

DATED: 10/25/93

DATE OF ACCEPTANCE: 10/25/93

← (This date shall be inserted only after all parties have agreed to all the terms and conditions of this Contract)

Class 5 # 565547
565550
Computer Number: _____

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SOUTHWEST SUBURBAN ASSOCIATION OF REALTORS® MULTIPLE LISTING SERVICE AGREEMENT

93801240

REALTOR: Century 21 Homefinders, USA
9201 S. Cicero Ave
Oakbrook, IL 60453

SELLER: William A. ROGERS
6620 S. Rutherford
Chicago, IL 60638

In consideration of the following services either performed or to be performed by Realtor®, (1) Study of subject property, and surrounding area; (2) Study of sales and listings of comparables; (3) Listing of subject property and agreement to submit property information to the **MULTIPLE LISTING SERVICE** of which Realtor® is a member for cooperation with other Realtor® firms, Seller agrees that the Realtor® shall have the exclusive right to sell the subject property until its termination date.

PROPERTY ADDRESS: 13625 S. Cicero Ave.

PRICE: \$ 450,000 or any sum Seller agrees to accept. TAX ID. #: _____

TERMS OF SALE: Cash, or such other terms Seller agrees to accept.; CASH, Conventional
Mortgage and Seller Financing or 2nd Mortgage or
Lease Contract.

Seller agrees to pay a discount of no more than 0 % of the amount of the purchaser's loan if property sold with FHA or VA financing, to be deducted from the Seller's proceeds at the time of closing.

PERSONAL PROPERTY INCLUDED IN THE SALE: (including all permanent fixtures) Property and
Business or any transfer of interest.

REAL ESTATE TAXES: 1992 \$ 13,000 Senior Citizen Exemption: Yes No Homeowner Exemption: Yes No

APPROXIMATE LOT SIZE: 100' x 300' x _____ x _____ POSSESSION: Day of closing

BROKERAGE FEE: In consideration of the obligations of the Realtor®, the Seller agrees:

(a) To pay Realtor®, at the time of closing of the sale of the property and from the disbursement of the proceeds of said sale, compensation in the amount of 8 % of the sale price for Realtor's services in affecting the sale by finding a buyer ready, willing and able to purchase the property. In the event the property shall be a condominium, townhouse or other like form of ownership wherein an association or group has a right of first refusal to purchase Owner's property, and exercises that right, Realtor® shall be considered to have found a buyer ready, willing and able to purchase the property. If the transaction shall not be closed because of refusal, failure or inability of the Owner to perform, the Owner shall pay the said commission in full to Realtor® upon demand.

(b) Owner agrees to pay Realtor® commission as specified above if Realtor® procures a buyer, if the property is sold within said time by Owner or any other person, or is sold within 180 days from the expiration date hereto to any prospect to whom the said listing information was submitted during the term of this Exclusive Agreement. However, Owner shall not be obligated to pay said commission if a valid Listing Agreement is entered into during the term of said protection period with another broker and the sale of the property is made during the term of the subsequent Listing Agreement. Should a sale be in pending status, however, at the expiration of this Agreement, Owner shall pay Realtor® the full commission set forth upon closing of said sale.

ADVERTISING: Realtor® (1) Shall have the sole authority to advertise and display signs consistent with state and local ordinances; (2) Agrees to advertise the property as the Realtor® deems advisable in order to obtain prospective purchasers. Seller agrees to pay advertising in the amount of 0 % of the sale price if sale is made.

TERMINATION: This agreement shall terminate 12:01 A.M. December 31st, 1993.

Title to the property is currently in the name of: Owner of Record 93801240

and the undersigned are authorized to sign this agreement.

PROPERTY DEFECTS & CONDITIONS: The Seller understands and agrees that where they know of any facts materially affecting the value or desirability of the Property, they have a duty to disclose those facts to the Buyer and the Realtor®, whether those facts are readily observable or not. If the Seller knows of any such facts, they shall set them forth in writing before or by attaching a written document to this agreement at the time of execution. None

GENERAL PROVISIONS ON THE REVERSE SIDE ARE INCORPORATED BY REFERENCE

Dated at 13625 S. Cicero this 21st day of August, 1993

Century 21 Homefinders
Listing Company
Frank Morgan
Listing Agent
Frank Morgan
Broker

William A. Rogers
Seller
Seller
Phone# (708) 321-9060
312-586-5724

GENERAL PROVISIONS:

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SELLER AGREES: That the real estate taxes (based on the most recent ascertainable taxes); rents, if any; water taxes and other usual items shall be paid to date of closing. Seller shall furnish evidence of good and merchantable title and shall execute and deliver, or cause to be executed and delivered to purchaser, a proper instrument of conveyance as required by the sales contract. Seller shall furnish a current survey by a licensed land surveyor showing the location of the building and improvements to be within the lot lines and to encroachments of buildings or other improvements from adjoining properties. Seller agrees to pay in full from proceeds of this sale, any unpaid balances due for special assessments for improvements completed or confirmed.

SELLER AGREES: To cooperate fully with the Realtor, and to refer all inquiries to and conduct all negotiations through the Realtor.

SELLER AGREES: That the Realtor's sole duty is to effect a sale of the property and they are not charged with the custody of the property, its management, maintenance, upkeep or repairs; however nothing contained herein shall prohibit him from showing the property for the purpose of showing it to prospective purchasers.

REALTOR AGREES: To immediately submit this signed listing agreement to the MLS of the Southwest Suburban Association of Realtors for distribution to its members; to actively participate in the negotiations of a sales contract satisfactory to the Seller, to submit to the Seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing broker; unless a subsequent offer is contingent upon the termination of an existing contract, the Realtor shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

BUYER BROKERAGE: Owners acknowledge that agents acting on behalf of the Buyer may submit contract offers, as well as agents acting on behalf of the Seller. Any commission due for a sale brought about by a Buyer's agent may be paid by the listing agent as earned under this agreement. Seller understands that a Buyer's agent does not represent the Seller as a sub-agent and that the Buyer's agent will be representing ONLY the interests of the prospective buyer.

EARNEST MONEY: As agent for the Seller, Realtor is authorized to accept, receipt, and hold all monies paid or deposited as earnest money on the purchase of the Property, and the duties of the Realtor relative thereto shall be in accordance with the laws of the State of Illinois and the Department of Professional Regulation. In the event a particular transaction does not close, earnest money may not be released by the Realtor to any party to the transaction without a written direction delivered to Realtor evidencing the agreement of the parties and executed by all parties or an order of the court. Prior to any court proceedings, however, the Seller agrees to participate in a non-binding dispute resolution proceeding, provided all other parties agree as well.

FAIR HOUSING: The general rules and regulations for the administration of the Illinois Real Estate Brokers and Salesmen License Act provide that it is illegal for either the Seller or the Broker to refuse to display to or to sell to any person because of their race, color, religion, national origin, sex, familial status, or handicap.

GENERAL AGREEMENTS: The terms "sale" and "sell" shall be understood to include any exchange of subject property to which Seller may consent. Seller agrees that Realtor is permitted to negotiate for and receive compensation from all parties in such a transaction. If more than one purchaser or more than one seller is involved, or if the Realtor is an entity other than a natural person, the pronouns and grammatical structure shall be understood to conform. No amendments or alterations to this agreement are valid or binding unless made in writing and signed by the parties. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees and assignees of the parties hereto. No provision of this agreement is intended nor shall be understood to establish or imply any contractual relationship between Sellers and the Southwest Suburban Association of Realtors, nor has the Southwest Suburban Association of Realtors in any way participated in any of the terms of this Agreement, including the commission to be paid. Owner acknowledges receipt of a copy of this exclusive right to sell agreement.

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" Addendum B "
Page #1

LEGAL DESCRIPTION

Taken from a survey.

Lot 2 (except the East 100.00 feet thereof) in Regan Industrial Park, being a Suidivision of Part of the Northwest 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 28-03-100-118-0000-~~0000~~ *all*

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COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

11/01/93

0023 MCH 2 PURC CTR 14:06

0001
RECORDIN # 29.00
MAIL # 0.50
93901240 #
SUBTOTAL 29.50
CHECK 29.50

COOK COUNTY
JESSE WHITE
BRIDGEVIEW OFFICE

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Property of Cook County Clerk's Office

01 1964 11



Mr. John Motero
13060 Parkside Dr.
Palos Park, IL 60464.