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## REAL ESTATE CONTRACT



WARRANTY DEED # 88065191

WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME A LEGALLY BINDING AND ENFORCEABLE CONTRACT

LOT 205 IN WILLIAM ZELOSKEY'S MILWAUKEE AVENUE ADDITION TO WHEELING IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST 1/4 T1/3RD PRINCIPAL MERIDIAN 14 COOK COUNTY IL

TO: BAAR CONSTRUCTION, INC.

DATE: 9/18/92

### OFFER OF PURCHASER

The kind of this offer and its terms: All of Lot 205 in W.M. Zeლოსkey's Milwaukee Ave Addition to Wheeling in Section 2, Township 42 North, Range 11 East 1/4 T1/3rd Principal Meridian 14 Cook County Illinois

Legal description on exhibit A, if any. Lot size approximately: PIN # 03-02-302-002

Together with improvements thereon and including personal property, if any, located on the real estate as of the date hereof, for which a bill of sale will be given. Finished house to be cleaned, all windows cleaned, by painters and cleaning crew.

The following shall be included:

1- Purchase price \$ 195,200.00 Initial earnest money \$ 28,000.00 the form of check

Upon acceptance of this offer, said check shall be properly endorsed by buyer and deposited by the seller in escrow with the recording agent.

2- This contract is contingent upon the ability of purchaser to secure a loan within 3 days of seller's acceptance, a commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the real estate in the amount of \$ 156,100.00 or such lesser amount as purchaser shall accept, with a fixed interest rate not to exceed 2.25 % and a loan to be produced over a minimum of 30 years, with a loan service charge not to exceed 0.4 %.

If purchaser makes a good faith effort but is unable to obtain a commitment for a loan conforming to these terms, purchaser shall notify seller in writing within the time specified in Paragraph 2. If seller is not so notified within such time period, purchaser shall for all purposes be deemed to have secured such commitment or to have agreed to purchase the real estate without mortgage financing or based upon the mortgage commitment actually obtained. If seller is so notified, seller may, at seller's option, within 7 additional days after said notice, elect to accept purchaser's money financing or to secure a mortgage commitment on behalf of purchaser upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans as are issued by any lending institution with a principal office in the Chicago Metropolitan area having assets of at least one billion dollars. If seller is so notified, purchaser agrees to furnish to seller all requested credit and financial information and to sign whatever papers relating to a mortgage loan for acceptance of a mortgage commitment. If seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as so provided, this contract shall be null and void and all cash and earnest money shall be returned to purchaser. EXCEPT PURCHASER RECEIVE A MORTGAGE COMMITMENT CONDITIONED UPON SALE OF EXISTING PROPERTY, SAID COMMITMENT SHALL SATISFY THE TERMS OF THE MORTGAGE CONTINGENCY PROVISION HEREIN.

3- The purchase price shall be paid, subject to operations, all in cash, by cashier's check or certified check or clearing.

4- (a) Closing or escrow payment shall be on or before 1/31/93 unless it conforms with any contract of sale that has been accepted by purchaser, by conveyance by escrow recordable warranty deed with release of the seller's rights (or other appropriate deed if title is in trust or in an estate) and payment of purchase price.

(b) Title shall be conveyed if the time required by this contract subject only to General Contract for 92 and subject to the provisions of the Illinois Real Estate Law.

5- Real estate taxes (based on 1.10 % of most recent assessment) to latest, and owner's insurance policies, if any, shall be paid by purchaser. Property taxes and other pro-rated items including flood hazard insurance shall be prorated to date of possession. Fire and extended coverage insurance policies shall be assigned to and accepted by purchaser at closing. (This does not apply to any owners insurance policies)

6- Possession shall be delivered on 10/28/92 unless title tax bill is available.

7- Earnest money shall be held by Seller for use in construction of said property. If purchaser defaults, earnest money shall be forfeited and applied to payment of other commitments. If seller defaults, earnest money shall be returned to purchaser, but such refunding shall not release seller from its obligations under this contract. If seller defaults, earnest money shall be returned to purchaser, but such refunding shall not release seller from its obligations under this contract.

8- This offer shall be held in place of purchaser's mortgage or, if none, at office of listing broker, or as specified below:

(Name) Chicago Title Company (Address) Uxbridge, Hts, Illinois

Listing broker is COLDWELL BANKER The cooperating broker, if any, is NORTH SHORE REALTY

PURCHASER WIKES LAW HARAZZ Address 325 Greenwood

PURCHASER'S NAME (TYPE OR PRINT) WIKES LAW HARAZZ City Oleview, Illinois 60025

PURCHASER'S SOCIAL SECURITY NUMBER: DEPT-01 RECORDING 13730

ACCEPTANCE OF OFFER BY SELLER: WIKES LAW HARAZZ (Signature) 145555 (TRAN 5977 01/21/93 13103100

SELLER WIKES LAW HARAZZ (Signature) Address 9 Malvern Lane

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ENCLOSURE



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ENCLOSURE



RIDER

This Rider is attached to that certain Real Estate Contract (the "Contract") for the sale of the property commonly known as Lot 205, 11th Street, Wheeling, Illinois, and for the construction of a residence thereon, between BAAR CONSTRUCTION, INC. (the "Seller") and WIES LAW HARACZ (the "Purchaser"). The Seller and the Purchaser further covenant and agree as follows:

1. In the event of any conflict or inconsistency between the terms and provisions of this Rider and the terms and provisions of the Contract, the terms and provisions of this Rider will govern and control.

2. The Seller will cause a residence to be constructed on the property in compliance with the plans and specifications attached hereto and made a part hereof as Exhibit A (the "Plans"), within one hundred (100) days after the commencement of construction. The residence will be erected and finished in a good and workmanlike manner. The Seller will also provide such good, proper and sufficient material as shall be proper and sufficient for the construction and finishing of the residence in conformity with the Plans. Construction of the residence will be deemed to be completed upon the issuance of a Certificate of Occupancy by the Village of Wheeling, Illinois. The residence will be constructed and finished in conformity with the Plans, the August 24, 1992 writing signed by the Seller and the Purchaser and attached hereto and made a part hereof as Exhibit B, and the two (2) page document labeled "SPECIFICATIONS", which was signed by the Seller and the Purchaser on August 25, 1992 and which is attached hereto and made a part hereof as Exhibit C.

3. The Seller warrants that the residence will be free from defects due to faulty construction and/or defective materials for a period of one year from and after the date of closing and will correct any such defects of which it is notified in writing within said one year period, all in accordance with the terms and conditions of the WARRANTY, attached hereto and made a part hereof as Exhibit D. The Seller will transfer to the Purchaser at the closing any and all warranties of the manufacturers of any appliances, heating or air conditioning units, fixtures and other personal property to be installed in the residence and conveyed to the Purchaser.

4. The Seller and all subcontractors hired by the Seller will, at all times during the period of construction, maintain public liability, workmen's compensation and fire and extended builder risk coverage insurance for the subject property.

5. At closing, the Seller will furnish to the Purchaser a Contractor's Statement and Final Lien Waivers of all subcontractors.

*[Handwritten initials]*

*WARRANTY CONTRACTS FROM TITLE & INSURANCE SUPPLIERS NOT GOING TO STATE OR BEING HANDLED IN ANY WAY.*

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6. General real estate taxes for the year 1992 will be prorated as of the date of closing based upon 100% of the 1991 real estate tax bill. General real estate taxes for the year 1992 will be re-prorated when the 1992 real estate tax bill becomes available. General real estate taxes for the year 1993 will be prorated as of the date of closing based upon 100% of the 1991 real estate tax bill. General real estate taxes for the year 1993 will be re-prorated when the 1993 real estate tax bill becomes available.

7. All covenants and agreements contained in this Rider and in the Contract will survive the closing and the delivery of the Deed.

8. Any notice or other communication required or desired to be given under the Contract may be transmitted by facsimile machine and will be treated in all respects as an original document. The signature of any party on a document transmitted by facsimile machine will be considered for all purposes as an original signature and any such document transmitted by facsimile machine will have the same binding legal effect as the original document. At the request of either party, any document transmitted by facsimile machine will be re-executed by the appropriate parties in an original form. The Seller and the Purchaser agree that neither of them will raise the use of a facsimile machine to transmit a notice, communication or other document as a defense to the enforcement of any provision of the Contract or this Rider and the Seller and the Purchaser hereby forever waive any such defenses.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Rider as of the respective dates set forth below.

SELLER:

PURCHASER:

BARR CONSTRUCTION, INC.

By: [Signature]  
President

[Signature]  
WISS LAW HARARY

Date: 9/10/92

Date: \_\_\_\_\_

⊗ RESERVATION LETTER WILL BE PRESENTED AT CLOSING.

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In addition to any other rights and privileges which you have under the  
 writer of the various manufacturers, equipment suppliers, contractors and  
 who have performed services in the construction of your home.  
**WE WARRANT THAT** for a period of one year after closing, unless a shorter  
 period is hereinafter specified:

1. We will correct any defect due to faulty construction and/or defective  
 materials brought to our attention during the period of one year from the date of  
 closing, except as otherwise stated herein. We do not assume responsibility for any  
 injury or consequential damage caused by the defect. No steps taken by the  
 contractor to correct defects shall act to extend the warranty period beyond the initial  
 period of one year. This certificate is applicable only to the matters warranted  
 herein, and only if the noted defects are reported in writing before the end of the  
 one year.
2. We warrant the roof and roof flashings to be free from leaks and will keep  
 roof and roof flashings free thereof during said period from leaks except where  
 conditions are caused by acts or circumstances beyond our control.
3. We warrant the plumbing system to be in proper working order and free  
 from defective workmanship and materials. Failures caused by negligence of the  
 homeowner or failure to keep foreign materials out of the system are excluded.
4. We warrant that the heating system has been installed in accordance with  
 the heating practice, and has been designed in accordance with standard heat-loss  
 calculations to maintain a 70 degree temperature inside with a 10 degree  
 temperature outside. When installed, the central air-conditioning unit will  
 maintain 74 degrees inside at 70 degrees outside temperature.
5. We warrant the basement to be waterproof against infiltration of free water  
 or penetration through walls or floors. This guarantee does not cover  
 seepage, flash floods, hurricanes or leaks through window walls which are not  
 properly maintained. Where wet basement conditions covered by this warranty  
 exist from ineffective facilities for the disposal of surface or storm drainage water  
 the warrantor is authorized to take such steps for corrective action as may be  
 considered desirable. This warranty shall not apply if any person other than  
 the warrantor or his agent shall make any openings or holes of any kind in the  
 basement walls or floor, or alter or disturb the finished grade adjacent to the house,  
 or elsewhere on the lot if the result is to change the drainage of the ground adjacent  
 to or near the house. See Item #9 for warranty of foundation cracks.
6. We warrant the following items against defective materials and  
 workmanship for a period of 90 days only: Hardware, electrical switches, outlets,  
 fixtures and kitchen cabinets. All claims for correction of defects in these  
 items must be filed in writing with us not later than thirty days after closing.
7. Dripping faucets and toilet adjustments - 90 days warranty only.
8. We will not warrant against the normal effects of settlement, expansion,  
 contraction or warping of materials that may occur in walls, floors, ceilings, doors,  
 windows, etc. Nail pops and cracks in the drywall will occur as the result of the  
 normal shrinkage and drying out of the framing materials. Defects or smudges in  
 finished surfaces, plastic laminates, paneling, chipping of porcelain in any item of  
 equipment, chipping of tile, torn or defective screens or broken glass, spots or  
 stains in carpeting and defects readily visible to the human eye, which are not  
 noted for correction at the time of final inspection by the purchaser before closing,  
 are excluded from our responsibility.
9. We will not guarantee against cracking or scaling of the concrete flatwork  
 on the foundation walls. Repairs of concrete work will be made only where caused  
 by settlement of sub-base. Cracks of foundation walls, if any, will be repaired only  
 if infiltration of free water exists.
10. This warranty is extended to the Purchaser and Warrantee identified below  
 and is non-transferable.

**STATEMENT OF CERTAIN CONDITIONS NOT COVERED BY  
 THIS WARRANTY**

**1. LUMBER SHRINKAGE:** Lumber is a fibrous (not an inert) material. It  
 expands and shrinks in relation to the moisture content of the air. Hundreds of  
 gallons of water used during construction in the masonry, concrete, tile work,  
 etc., puddling of trenches, etc. are absorbed in small amounts by the lumber  
 millwork. We have eliminated additional water by using factory fabricated  
 gypsum wallboard instead of the old-fashioned plaster construction.  
 If one moves into a home in the summer during a period of high humidity, the  
 millwork will be "tight" since some of the moisture from the humidity  
 will be absorbed. During and after the first heating season you may notice some  
 cracks in the flooring and trim and particularly where wood meets a masonry  
 surface (masonry is subject to an unnoticeable amount of shrinking and swelling). We  
 can do this because it is normal in any house.  
 Plywood lumber has a greater coefficient of shrinkage and expansion than the  
 solid wallboard of masonry to which it is nailed, some small cracks may  
 appear, particularly around door and window openings. Our use of factory  
 finished gypsum board has done a great deal to eliminate these cracks, but some  
 may still appear after the heat has been turned on. At the time you repaint  
 the rooms, these can be taped and cracked by your painter. Occasionally a  
 nail head "lump" may be visible under the paint. Any lumps that appear  
 can be set and cracked by your painter at the time of repainting.  
 Shrinkage of floor joists under bathrooms may cause a small crack in the white  
 grout joint between the tile and top edge of tub or top of shower base where  
 the floor. After end of the first heating season this may be regrouted with  
 a readily available at any hardware store.

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BAAR CONSTRUCTION, INC.

8 MALVERN LANE  
VERNON HILLS, ILL. 60061

## SPECIFICATIONS

### KITCHEN FEATURES

NO-WAX VINYL SHEET GOODS (CHOICE OF COLOR) \$12.00 p/yd.  
DOUBLE-BOWL STAINLESS STEEL SINK W/SPRAY ATTACHMENT  
UNI-LEVER FAUCET CONTROL (MOEN)  
FORMICA COUNTERTOPS (CHOICE OF COLOR)  
CUSTOM OAK WOOD CABINETS ~~OR EURO CABINETS~~  
RANGE HOOD (DUCTLESS) (CHOICE OF COLOR)

### BATH FEATURES

MODERN ELONGATED BOWL WATER CLOSET (WHITE)  
CULTURED MARBLE VANITY TOPS/INTERGAL OVAL BOWLS (WHITE)  
CUSTOM OAK VANITIES ~~OR EURO CABINETS~~  
DECORATIVE PLATE GLASS MIRRORS (PER PLAN)  
\*MODERN ~~ELONGATED~~ TUB/SHOWER W/MOEN FAUCET (OLD UNIT W/...)  
~~NO-WAX VINYL SHEET GOODS (CHOICE OF COLOR) \$12.00 p/yd. - 7 floor~~

### LAUNDRY & STORAGE FEATURES

CONVENIENT LAUNDRY AREA (PER PLAN)  
GAS LINES PROVIDED FOR FUTURE CLOTHES DRYER CONNENTION  
LARGE CLOTHES CLOSETS & JEWELRY CLOSETS (PER PLAN)  
LINEN CLOSETS (PER PLAN)  
TWO CAR GARAGE (FIRE TAPED)  
LIGHT IN ATTIC AREA (PER PLAN)  
WOOD SHELVING IN ALL DESIGNATED AREAS W/POLE (PER PLAN)

### MECHANICAL FEATURES

GAS FORCED AIR HEATING SYSTEM + A/C  
AUTOMATIC, GAS FIRED, GLASS LINED 40 GAL. HOT WATER HEATER  
ELECTRICAL GROUND FAULT BREAKERS (PER PLAN)  
COPPER ELECTRICAL WIRING INSTALLED IN CONDUIT  
200 AMP - 220 VOLT SERVICE PANEL  
COPPER WATER PIPING  
INDIVIDUAL SHUT-OFF VALVES AT SINKS & WATER CLOSETS + Laundry Area  
DRAIN TILE & AUTOMATIC SUMP PUMP IN BASINMENT/CRAWL  
SUMP DIS CHARGE TO GROUND/STORM AREA (PER PLAN)  
FULLY IMPROVED LOT (SEWER & WATER)

### INTERIOR FEATURES

PRE-FINISHED WOOD TRIM & CASING & BASE (PER PLAN)  
OAK-RAILINGS (PER PLAN) ~~OR W/O~~  
DESIGNER HARDWARE & TRIM (PER PLAN) (NO LAGE)  
LIGHTING FIXTURE ALLOWANCE (PER PLAN) \$500.  
SMOKE DETECTORS (PER PLAN)  
WALL-WALL CARPETING (CHOICE OF COLOR) ALLOWANCE (\$12.00 p/td.0  
GYPSON BOARD WALLS & CEILINGS (TRUSSES 5/8" drywall) Srewed Included  
TRUSS ROOF CONSTRUCTION (PER PLAN)  
PRIMED & PAINTED INTERIOR WALLS & CEILINGS (OFF-WHITE)  
DOOR BELL BUTTON & CHIME  
3/4" T&G O.S.B. FLOORING THRU-OUT (GLUED & NAILED)  
VOLUME CEILINGS (PER PLAN)  
APPLIANCES PACKAGES AVAILABLE

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9/25/02

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EXHIBIT B  
BAAR CONSTRUCTION, INC.  
9 MALVERN LANE  
VERNON HILLS, ILL. 60061

August 24, 1992

Mr. Robert Conter;

RE:

Purchase of LOT #205, Wheeling, IL

CONTRACT:

Base price .....	\$160,00.00
incl. 2 1/2" spec. sheets	
w/o (10x10) deck	
add - one two (2) car garage .....	11,000.00
m.b. suite .....	12,000.00
m.b. bath .....	3,500.00 *
appl. pack. ....	2,000.00
extra stool .....	800.00
casement windows .....	700.00
ornate windows (per plan) .....	800.00
extra garage heated .....	1,200.00
insulated & finished gar. area .....	2,000.00

Total cost w/extras ..... \$193,200.00

ADD: ~~XXXXXXXXXX~~ GAR. (2.00)  
8" DRYWALL

500.00  
500.00

\$194,600.00

BAAR CONSTRUCTION, INC.

*Weslaw Haracz*  
Weslaw Haracz / Dated 9/2/92  
Weslaw Haracz

⊗ DECK AS ON PRINT: ADD (\$800.00)

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11/30/92

Lender <b>WED MORTGAGE COMPANY</b>		Date <b>10/16/92</b>	Loan No. <b>4830606</b>
Customer's Name(s) <b>W. HASACE</b>		Address(es) <b>325 GREENWOOD GLENVIEW IL 60025</b>	

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <b>7.24995 %</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <b>\$ 64928.97 E</b>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  <b>\$ 132973.58</b>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$ 197902.55</b>
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Your payment schedule will be:

Number of Payments	Amount of Payments	Monthly Payments Due Beginning	Number of Payments	Amount of Payments	Monthly Payments Due Beginning
83	907.30	01/01/93			
1	122,596.65	12/01/99			

**Variable Rate:** This loan **DOES NOT HAVE** a variable rate feature.

**Demand Feature:** This loan **DOES NOT HAVE** a demand feature.

**Prepayment:** If you pay off early, you  
 Will Not  May have to pay a penalty.  
 If you prepay your loan on other than the regular installment date, you may be assessed interest charges until the end of the month.  
 Will Not  May be entitled to a refund of part of the finance charge.

**Late Charge:** If a payment is late, you will be charged **5** % of the payment.

**Security:** You are giving a security interest in **11THST LOT #208, WHEELING, IL 60090**

**Insurance:** You may obtain property insurance from any one you want that is acceptable to Creditor named above.

**Filing/Recording Fees:** \$ **50.00**

**Assumptions:** Someone buying your house **CANNOT** assume the remainder of the mortgage/deed of trust on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

\*E\* means these disclosures are estimated. All numerical disclosures except the "Late Charge" disclosure are estimates.

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3/00 MAIL TO [Signature]

ROBERT L. CONTER  
 9546 GLENVIEW RD  
 GLENVIEW, IL 60025



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